

Appendix A | 2018 FSHC Settlement Agreement



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December 27, 2017

Wendy Rubinstein, Esq.
DeCotiis, Fitzpatrick, Cole & Giblin, LLP
Glenpointe Centre West
500 Frank W. Burr Blvd., Suite 31
Teaneck, NJ 07666

Re: In the Matter of the Application of the Borough of Demarest, County of Bergen, Docket No. BER-L-6301-15

Dear Ms. Rubinstein:

This letter memorializes the terms of an agreement reached between the Borough of Demarest (the "Borough" or "Demarest"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Demarest filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. The Borough and FSHC appeared before the Hon. Menelaos W. Toskos, J.S.C., and worked with Elizabeth C. McKenzie, AICP, PP, the Court-appointed Special Master, to revise the Borough's affordable housing plan. Through this process, the Borough and FSHC have agreed to settle the litigation and to present the settlement to the trial court with jurisdiction over this matter for review and approval, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the mechanisms described in this agreement, and the adoption and implementation of a Housing Element and Fair Share Plan ("the Plan"), consistent with the mechanisms outlined in this agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round Obligation instead of doing so through plenary adjudication of the Third Round Obligation.

A handwritten signature in black ink, appearing to be "RJC", is located in the bottom right corner of the page.

3. FSHC and Demarest hereby agree that Demarest's affordable housing obligations are as follows:

| | |
|---|-----|
| Rehabilitation Share (per Kinsey Report ¹) | 0 |
| Prior Round Obligation (pursuant to N.J.A.C. 5:93 ²) | 66 |
| Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this settlement agreement) | 309 |

4. For purposes of this agreement, the Third Round Obligation shall be deemed to include both the Expanded Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, as recognized by the Supreme Court in its January 18, 2017 decision in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Third Round Prospective Need, addressing the fair share obligation projected to arise during the period between July , 2015, and July 1, 2025.
5. FSHC and the Borough agree that Demarest does not accept the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the Borough does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends and is free to take the position before the Court that the 309 unit Third Round Obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction from Dr. Kinsey's May, 2016, calculation of the Borough's Third Round Obligation.
6. The Borough does not have any calculated Rehabilitation Share and so no mechanisms are needed or required to meet the Rehabilitation Share.
7. As noted above, the Borough has a Prior Round Obligation of 66 units. This obligation was reduced by a vacant land adjustment ("VLA") which was previously approved by the Superior Court and later accepted by the New Jersey Council on Affordable Housing (COAH). The Borough's Prior Round realistic development potential ("RDP") as calculated in the previously approved VLA is 23 units. The Borough thus has a Prior Round Unmet Need of 43 units.
8. The Prior Round RDP of 23 units is satisfied as follows:

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¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May, 2016.

² As determined by COAH.

| PRIOR ROUND RDP MECHANISMS & CREDITS | | | | | | |
|--|-------------------------|------------|----------------|--------|-------|-------|
| Mechanism | Credit Type | Tenure | Age-Restricted | Credit | Bonus | Total |
| RCA Hoboken | RCA | New Rental | No | 9 | | 9 |
| Alpine Country Club | Inclusionary | Sale | Yes | 4 | | 4 |
| Advancing Opportunities, Inc. (B 2, L 51.02) | Alt. Living Arrangement | Rental | No | 4 | 4 | 8 |
| 95 County Road* (B 145, L 5) | Inclusionary | Rental | No | 1 | 1 | 2 |
| Total | | | | 18 | 5 | 23 |

*Future Mechanism

9. Pursuant to the framework set forth in N.J.A.C. 5:93-4.2 and as agreed upon by FSHC, the Borough and Special Master McKenzie, Demarest's Third Round Realistic Development Potential (hereinafter "RDP") is calculated at 8 units, although, with rental bonuses, the Borough will be able to satisfy an RDP of 9. The RDP has been calculated based on a Vacant Land Analysis (see Exhibit A) and adding in affordable units created between 1999 and 2017 or proposed to be created between 2017 and 2025. The calculated RDP is based on the following:
- a. 3 unit RDP from the Vacant Land Analysis
 - b. 2 units to be created at 95 County Road (Block 145, Lot 5)
 - c. 3 units to be created at 127 Hardenburgh Avenue (Block 23, Lot 13)

10. The 9-unit RDP will be able to be satisfied as follows:

| THIRD ROUND RDP MECHANISMS & CREDITS | | | | | | |
|--------------------------------------|--------------|--------|----------------|--------|-------|-------|
| Mechanism | Credit Type | Tenure | Age-Restricted | Credit | Bonus | Total |
| 95 County Road* (B 145, L 5) | Inclusionary | Rental | No | 1 | 1 | 2 |
| 127 Hardenburgh Ave.* (B 23, L 13) | Inclusionary | Rental | No | 6 | 1 | 7 |
| Total | | | | 7 | 2 | 9 |

*Future Mechanism

11. The 9 credits, subtracted from the Third Round obligation of 309 units, results in an unmet need of 300 units. This, added to the Prior Round unmet need, which is 43, totals 343. The combined unmet need shall be addressed through the following mechanisms:

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| PRIOR & THIRD ROUND UNMET NEED MECHANISMS & CREDITS | | | | | | |
|---|--------------|--------|----------------|--------|-------|-------|
| Mechanism | Credit Type | Tenure | Age-Restricted | Credit | Bonus | Total |
| 127 Hardenburgh Ave. (B 23, L 13)* | Inclusionary | Rental | No | 2 | | 2 |
| Accessory Apt Ordinance* | Acc. Apts | Rental | No | 10 | | 10 |
| Downtown Rehabilitation Area* | Inclusionary | TBD | No | TBD | | TBD |
| Alpine Country Club Overlay Zone (B 120, L13)* | Inclusionary | TBD | TBD | TBD | | TBD |
| Borough-Wide Set-aside Ordinance* | Inclusionary | TBD | TBD | TBD | | TBD |
| Total | | | | TBD | TBD | TBD |

*Future Mechanism

12. The Borough will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:

- a. 95 County Road (Block 145, Lot 5) – An inclusionary zoning ordinance will be drafted that will permit a maximum of 8 multi-family units in two buildings. Within the development, two affordable rental units shall be reserved for a low and a moderate income household and one shall be a two-bedroom unit and one shall be a three-bedroom unit.
- b. 127 Hardenburgh Avenue (Block 23, Lot 13) – The Borough has designated this site and other parcels within the “downtown” area as an Area in Need of Rehabilitation. The Borough is in the process of crafting a Redevelopment Plan that will permit this site to be developed with a maximum of 16 units. Of this total, at least 8 will be required to be reserved for affordable housing, all to be affordable family rental units. If fewer total units are constructed, the Borough will nevertheless require at least 50% of any units constructed to be set aside as affordable family rental units.
- c. Downtown Rehabilitation Area – The Borough has designated the “downtown” area along Hardenburgh Avenue as an Area in Need of Rehabilitation as shown in Exhibit B to this Agreement. The Borough is in the process of crafting a Redevelopment Plan for this area that will permit multi-family residential units at a permitted density of 25 units per acre for lots containing less than 12,000 square feet; 30 units per acre for lots between 12,000 and 20,000 square feet and 35 units per acre for lots containing more than 20,000 square feet. These multi-family uses will be located above first floor non-residential uses. Sites with multi-family housing will be required to provide a 15% set-aside for rental affordable units and a 20% set-aside for for-sale affordable units.
- d. Alpine Country Club (unmet need overlay) – An overlay on the Alpine Country Club (Block 120, Lot 13) would only be required pursuant to the terms set forth in this paragraph. The Borough contends that pursuant to a settlement of Prior Round

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builder's remedy litigation brought by Alpine Country Club and resulting in development of a portion of the Alpine Country Club property for inclusionary residential development, that the Alpine Country Club was required to record a deed restriction restricting the remainder of the Alpine Country Club property from future development for any purpose other than a golf course and that such settlement was adjudged to be fair by the Hon. Jonathan N. Harris, J.S.C. However, as of the date of signing of this settlement agreement, the Borough has been unable to confirm whether that deed restriction was ever recorded. The Borough shall, no later than 120 days after the entry of an order approving the fairness of this Agreement, either: (a) produce evidence of such a recorded deed restriction satisfactory to the Special Master and FSHC; or (b) produce a Court Order resulting from a motion to enforce litigants rights or similar action that the Borough may choose to file after the date of this Agreement that requires entry of such deed restriction consistent with the terms of the prior Alpine Country Club settlement. If neither of these options are satisfied within 120 days after the entry of an Order approving the fairness of this Agreement, or such extended time period as may be agreed to by consent of all parties, the Borough shall adopt an overlay zone on the Alpine Country Club property in the form of a planned unit development which will be subject to a general development plan approval due to the size of the golf course property. The overlay zone would permit a variety of residential units at a density of 6 units per acre, but the Borough may cap the maximum number of units at 960. The ordinance would require open space and recreation within the development. The development would be required to provide a 15% set-aside for rental affordable units and a 20% set-aside for for-sale affordable units and to otherwise comply with all of the parameters of this settlement agreement.

13. The Borough will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

- a. An Accessory Apartment Ordinance. The Borough has an existing accessory apartment ordinance, but has worked with the Special Master to update the ordinance and expand the areas where accessory apartments will be permitted. The revised ordinance also increases the payment to the homeowner to \$20,000.
- b. A Mandatory Set-aside Ordinance. The Borough will adopt a Mandatory Set-aside Ordinance that requires a 20% set-aside if the affordable units will be for-sale and a 15% set-aside if the affordable units will be for rent, for all new multi-family residential developments of five (5) or more additional units (over and above those already permitted as of right), that are developed at a density of six (6) or more units per acre and that become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted or a new redevelopment plan. This does not give any developer the right to any such rezoning, variance, redevelopment designation or other relief, or establish any obligation on the part of Demarest to grant such rezoning, variance, redevelopment designation or other relief. This provision shall not apply to sites zoned for inclusionary residential development to meet the RDP or to overlay zones created to meet the unmet need in the Borough's HEFSP, which sites and zones shall

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comply with the applicable zoning or redevelopment plan requirements for the provision of affordable housing as outlined in this agreement. No site shall be permitted to be subdivided so as to avoid compliance with this requirement.

14. The Borough agrees to require 13% of all units referenced in this plan, with the exception of units already constructed or approved as of July 1, 2008, to be very low income units, with half of the very low income units being available to families. Based upon the agreed-upon Third Round RDP of 98, there is a requirement for 1 unit to be reserved for a very low income household. The municipality will comply with this requirements as follows:
 - a. 1 very low income unit at 127 Hardenburgh Avenue.
 - b. A 13% very low income housing set-aside will be imposed on the development within the Downtown Rehabilitation Area and as part of the Borough's Mandatory Set-aside Ordinance for all rental units constructed pursuant to these regulations.
 - c. A 13% very low income housing set-aside will be imposed on the development of the Alpine Country Club property as part of the inclusionary overlay zoning that is required if the property is not deed restricted against development.
15. The Borough shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Obligation in total must be available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligations, including both the RDP and the unmet need.
16. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, and the Latino Action Network, Bergen County NAACP, Bergen County Urban League, and Bergen County Housing Coalition and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice and copies of application forms to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including

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developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

17. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the region that the Borough is located within (i.e. Region 1) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

18. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
19. As an essential term of this settlement, within one hundred twenty (120) days of Court's approval of this Settlement Agreement, the Borough shall adopt a final Housing Element and Fair Share Plan incorporating the terms of this Settlement Agreement and introduce ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the zoning contemplated herein.
20. The parties agree that if a decision of a court of competent jurisdiction within COAH's Region 1 (Bergen, Hudson, Sussex, or Passaic Counties), or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round need obligation established in this agreement (which in the case of Demarest would be an obligation of 247 or lower), and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to implement the fair share plan attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
21. The Borough shall also prepare and adopt a spending plan within one hundred twenty (120) days of the Court's approval of this Settlement Agreement. The Borough reserves the right to request the Court's approval that the expenditures of funds contemplated under the revised spending plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the "Judgment of Compliance and Repose" or "the judicial equivalent of substantive certification", and every anniversary thereafter through the end of the repose period, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the sources and amounts of funds collected and the amount and purpose for which any funds have been expended.

22. On the first anniversary of the "Judgment of Compliance and Repose" or "the judicial equivalent of substantive certification", and every anniversary thereafter through the end of this repose period, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
23. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this agreement. The Borough agrees to comply with those provisions as follows:
- a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the "Judgment of Compliance and Repose" or "the judicial equivalent of substantive certification", and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein.
24. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
25. Within 30 days of the entry of an order approving this settlement agreement at a duly-noticed Fairness Hearing, the Borough agrees to pay FSHC's reasonable attorney's fees of \$4,000.
26. This settlement agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. The Court-appointed Special Master shall also appear as a witness at this hearing. FSHC agrees not to challenge a Housing Element and Fair Share Plan that is prepared and adopted consistent with the compliance mechanisms set forth in this agreement. In the event the Court approves this proposed settlement, the parties contemplate that the municipality will receive either a "Judgment of Compliance and Repose" or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015), which shall be determined by the trial judge. The "accompanying protection" shall remain in effect

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through July 1, 2025. If the settlement agreement is rejected by the Court at a fairness hearing, it shall be null and void.

27. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
28. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
29. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
30. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
31. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
32. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
33. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
34. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
35. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
36. No member, official or employee of the Borough shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

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37. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
38. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC: Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE BOROUGH: Wendy Rubinstein, Esq.
DeCotiis, Fitzpatrick, Cole & Giblin, LLP
Glenpointe Centre West
500 Frank W. Burr Blvd., Suite 31
Teaneck, NJ 07666

Telecopier: (201) 928-0588
Email: wrubinstein@decotiislaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Susan Crosman, Municipal Clerk
Borough of Demarest
118 Serpentine Road
Demarest, New Jersey 07627

Telecopier: (201) 768-2581
Email: crosman@demarestnj.org

Please sign below if these terms are acceptable.

Sincerely,



Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Borough of Demarest, with the authorization
of the governing body and Planning Board:



Raymond F. Czwinski
RAYMOND F. CZWINSKI
Dated: JAN. 23, 2018

EXHIBIT A: VACANT LAND ANALYSIS/RDP

| Block | Lot | Address | Owner | Zoning | Planning Area | Sewer | Total Acres | Constrained Acres | Buildable Acres | Constraint Description | Comments | Included in ROP | Potential Units | ROP |
|-------|-------|---------------------|--------------------------------|--------|---------------|-------|-------------|-------------------|-----------------|------------------------------|-------------------------------------|-----------------|------------------------|-----|
| 2 | 1 | 12 HARDENBURGH AVE | HONGLAND, DAVID P & KIM M | R-D | PAL | Yes | 0.05 | 0.00 | 0.05 | | Under sized lot | No | | |
| 2 | 46 | KNICKERBOCKER RD | BORO OF DEMAREST | R-D | PAL | Yes | 0.01 | 0.00 | 0.01 | | Under sized lot | No | | |
| 6 | 346 | STEWART ST | BORO OF DEMAREST | R-D | PAL | Yes | 0.05 | 0.00 | 0.05 | | Under sized lot | No | | |
| 8 | 498 | COLUMBUS RD | BORO OF DEMAREST | R-D | PAL | Yes | 0.09 | 0.00 | 0.09 | | Under sized lot | No | | |
| 19 | 1 | 11 OLD COUNTY COURT | WIGGERS, DONALD G & KARY J | R-BB | PAL | Yes | 0.68 | 0.68 | 0.00 | Wetlands | Environmentally Constrained | No | | |
| 19 | 4.03 | 295 COUNTY RD | BORO OF DEMAREST | R-BB | PAL | Yes | 0.45 | 0.45 | 0.00 | Wetlands | Environmentally Constrained | No | | |
| 22 | 895 | 36 STELEOK ST | BOROUGH OF DEMAREST | R-D | PAL | Yes | 0.10 | 0.00 | 0.10 | | Under sized lot | No | | |
| 22 | 941 | SPRING LA | LAMON, MELISSA | R-D | PAL | Yes | 0.08 | 0.00 | 0.08 | | Under sized lot | No | | |
| 22 | 943 | SPRING LA | BORO OF DEMAREST | R-D | PAL | Yes | 0.07 | 0.00 | 0.07 | | Under sized lot | No | | |
| 23 | 14 | 127 HARDENBURGH AVE | BOROUGH OF DEMAREST | R-D | PAL | Yes | 0.47 | 0.00 | 0.47 | | Potential Infill Development | No | | |
| 23 | 13 | | | R-D | PAL | Yes | 0.11 | 0.00 | 0.11 | | Under sized lot | No | | |
| 23 | 23 | 118 SERPENTINE RD | BORO OF DEMAREST | R-D | PAL | Yes | 0.36 | 0.00 | 0.36 | | Potential Infill Development | No | | |
| 35 | 76 | COLUMBUS RD | BORO OF DEMAREST | R-D | PAL | Yes | 0.06 | 0.00 | 0.06 | | Under sized lot | No | | |
| 46 | 681 | 18 CHRISTE ST | DAY, RALPH | R-D | PAL | Yes | 0.40 | 0.12 | 0.28 | Wetlands | Potential Infill Development | No | | |
| 50 | 27 | PIERMONT RD | BORO OF DEMAREST | R-D | PAL | Yes | 0.14 | 0.14 | 0.00 | SFHA, Wetlands, CI | Potential Infill Development | No | | |
| 52 | 22 | | Borough of Demarest | R-D | PAL | Yes | 0.23 | 0.23 | 0.00 | SFHA, CI | Under sized lot | No | | |
| 52 | 23 | | | R-D | PAL | Yes | 0.22 | 0.22 | 0.00 | SFHA | Environmentally Constrained | No | | |
| 52 | 24 | | | R-D | PAL | Yes | 0.39 | 0.39 | 0.00 | SFHA | Environmentally Constrained | No | | |
| 54 | 9 | | | R-B | PAL | Yes | 0.54 | 0.00 | 0.54 | | Environmentally Constrained | No | | |
| 61 | 170 | CHESTNUT ST | VANVORST, CLIFTON & DOROTHY E. | R-B | PAL | Yes | 0.18 | 0.00 | 0.18 | | Potential Infill Development | No | | |
| 73 | 159 | | | R-B | PAL | Yes | 0.25 | 0.00 | 0.25 | | Potential Development with Adjacent | No | | |
| 80 | 4.01 | 326 HARDENBURGH AVE | SILVER, STEPHEN G | R-A | PAL | Yes | 0.25 | 0.00 | 0.25 | | Potential Development with Adjacent | Yes | 5 | 1 |
| 80 | 4.02 | 324 HARDENBURGH AVE | ETHAN BROOKE LLC | R-A | PAL | Yes | 0.23 | 0.00 | 0.23 | | Potential Development with Adjacent | Yes | Included with Lot 4.01 | |
| 80 | 4.03 | 320 HARDENBURGH AVE | SILVER, STEPHEN G, (ETAL) | R-A | PAL | Yes | 0.34 | 0.13 | 0.21 | CI | Environmentally Constrained | No | | |
| 80 | 4.04 | 318 HARDENBURGH AVE | SILVER, STEPHEN G, (ETAL) | R-C | PAL | Yes | 0.57 | 0.57 | 0.00 | | Potential Infill Development | No | | |
| 80.02 | 8 | | | R-C | PAL | Yes | 0.20 | 0.00 | 0.20 | | Under sized lot | No | | |
| 80.02 | 3 | | | R-C | PAL | Yes | 0.17 | 0.00 | 0.17 | | Under sized lot | No | | |
| 86.01 | 11.02 | 291 HARDENBURGH AVE | YOUNG, TONY & CHRISTINE LEE | R-C | PAL | Yes | 0.09 | 0.09 | 0.00 | | Under sized lot | No | | |
| 86.01 | 12.01 | | | R-C | PAL | Yes | 0.22 | 0.22 | 0.00 | CI | Under sized lot | No | | |
| 86.03 | 1 | ORCHARD RD | BORO OF DEMAREST | R-C | PAL | Yes | 0.22 | 0.22 | 0.00 | SFHA, Steep Slopes, Wetlands | Environmentally Constrained | No | | |
| 86.03 | 2 | | | R-C | PAL | Yes | 0.20 | 0.20 | 0.00 | SFHA, Wetlands | Environmentally Constrained | No | | |
| 86.03 | 3 | | | R-C | PAL | Yes | 0.22 | 0.22 | 0.00 | SFHA, Wetlands | Environmentally Constrained | No | | |
| 86.03 | 4 | | | R-C | PAL | Yes | 0.21 | 0.21 | 0.00 | Wetlands | Environmentally Constrained | No | | |
| 86.03 | 5 | | | R-C | PAL | Yes | 0.31 | 0.31 | 0.00 | Wetlands | Environmentally Constrained | No | | |
| 86.03 | 16 | 14 ROBIN RD | STEGMAYER, PAUL J & NAOMI M. | R-C | PAL | Yes | 0.35 | 0.35 | 0.00 | Wetlands | Environmentally Constrained | No | | |
| 89 | 1 | 54 BROOK WAY | KRETSCHMER, KLAUS & LINDA | R-C | PAL | Yes | 0.62 | 0.62 | 0.00 | SFHA | Potential Infill Development | No | | |
| 119 | 1.06 | DUANE LA | SYCO INVESTMENTS #6 LLC | R-A | PAL | Yes | 1.33 | 1.33 | 0.00 | Wetlands, CI | Environmentally Constrained | No | | |
| 119 | 1.07 | DUANE LA | SYCO INVESTMENTS #8 LLC | R-A | PAL | Yes | 1.81 | 1.81 | 0.00 | Wetlands, CI | Environmentally Constrained | No | | |
| 120 | 1.03 | DUANE LA | SYCO INVESTMENTS #9 LLC | R-A | PAL | Yes | 5.89 | 5.89 | 0.00 | Wetlands, CI | Environmentally Constrained | No | | |
| 120 | 1.04 | DUANE LA | SYCO INVESTMENTS #10 LLC | R-A | PAL | Yes | 3.74 | 2.35 | 1.39 | Wetlands, CI | Environmentally Constrained | No | | |
| 120 | 1.05 | Duane Lane | SYCO Investments #11 LLC | R-A | PAL | Yes | 5.19 | 4.96 | 0.23 | Wetlands, CI | Potential Development | Yes | 11 | 2 |
| 124 | 1 | 72 GLENWOOD AVE | WRIGHT, KAREN ETALS | R-D | PAL | Yes | 8.11 | 4.05 | 4.06 | Wetlands, CI | Approved Subdivision | No | | |
| 124 | 2 | | | R-D | PAL | Yes | 0.04 | 0.02 | 0.02 | CI | Under sized lot | No | | |
| 124 | 3 | | | R-D | PAL | Yes | 0.04 | 0.02 | 0.02 | CI | Under sized lot | No | | |
| 154 | 13 | JOHN ST | BORO OF DEMAREST | R-B | PAL | Yes | 0.07 | 0.00 | 0.07 | | Under sized lot | No | | |
| Total | | | | | | | 35.06 | 23.47 | 9.59 | | | | | 3 |

EXHIBIT B: AREA IN NEED OF REHABILITATION MAP

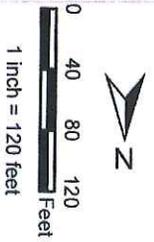


**REVISED
REHABILITATION
STUDY AREA**

**BOROUGH
OF
DEMAREST**

**BERGEN COUNTY
NEW JERSEY**

- Legend**
-  Study Area
 -  Borough Parcels



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



EXHIBIT C: 2017 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

| | 1 Person | *1.5 Person | 2 Person | *3 Person | 4 Person | *4.5 Person | 5 Person | 6 Person | 7 Person | 8+ Person | Max Increase Rents** Scales*** | Regional Asset Limit**** |
|-----------------|----------|-------------|----------|-----------|-----------|-------------|-----------|-----------|-----------|-----------|--------------------------------|--------------------------|
| Region 1 | | | | | | | | | | | | |
| Median | \$60,271 | \$64,576 | \$68,882 | \$77,492 | \$86,102 | \$89,546 | \$92,990 | \$99,878 | \$106,766 | \$113,655 | | |
| Moderate | \$48,217 | \$51,661 | \$55,105 | \$61,993 | \$68,882 | \$71,637 | \$74,392 | \$79,903 | \$85,413 | \$90,924 | 1.7% | \$166,493 |
| Low | \$30,136 | \$32,288 | \$34,441 | \$38,746 | \$43,051 | \$44,773 | \$46,495 | \$49,959 | \$53,383 | \$56,827 | 1.99% | |
| Very Low | \$18,081 | \$19,373 | \$20,664 | \$23,248 | \$25,831 | \$26,864 | \$27,897 | \$29,963 | \$32,030 | \$34,096 | | |
| Region 2 | | | | | | | | | | | | |
| Median | \$65,953 | \$70,663 | \$75,374 | \$84,796 | \$94,218 | \$97,987 | \$101,755 | \$109,293 | \$116,830 | \$124,368 | | |
| Moderate | \$52,762 | \$56,531 | \$60,299 | \$67,837 | \$75,374 | \$78,389 | \$81,404 | \$87,434 | \$93,464 | \$99,494 | 1.7% | \$180,756 |
| Low | \$32,976 | \$35,332 | \$37,687 | \$42,398 | \$47,109 | \$48,993 | \$50,878 | \$54,646 | \$58,415 | \$62,184 | 3.25% | |
| Very Low | \$19,786 | \$21,199 | \$22,612 | \$25,439 | \$28,265 | \$29,396 | \$30,527 | \$32,788 | \$35,049 | \$37,310 | | |
| Region 3 | | | | | | | | | | | | |
| Median | \$73,780 | \$79,050 | \$84,320 | \$94,860 | \$105,400 | \$109,616 | \$113,832 | \$122,264 | \$130,696 | \$139,128 | | |
| Moderate | \$59,024 | \$63,240 | \$67,456 | \$75,888 | \$84,320 | \$87,693 | \$91,066 | \$97,811 | \$104,557 | \$111,302 | 1.7% | \$200,698 |
| Low | \$36,890 | \$39,525 | \$42,160 | \$47,430 | \$52,700 | \$54,808 | \$56,916 | \$61,132 | \$65,348 | \$69,564 | 0.38% | |
| Very Low | \$22,134 | \$23,715 | \$25,296 | \$28,458 | \$31,620 | \$32,885 | \$34,150 | \$36,679 | \$39,209 | \$41,738 | | |
| Region 4 | | | | | | | | | | | | |
| Median | \$66,022 | \$70,738 | \$75,454 | \$84,885 | \$94,317 | \$98,090 | \$101,862 | \$109,408 | \$116,953 | \$124,498 | | |
| Moderate | \$52,817 | \$56,590 | \$60,363 | \$67,908 | \$75,454 | \$78,472 | \$81,490 | \$87,526 | \$93,562 | \$99,599 | 1.7% | \$177,413 |
| Low | \$33,011 | \$35,369 | \$37,727 | \$42,443 | \$47,158 | \$49,045 | \$50,931 | \$54,704 | \$58,476 | \$62,249 | 1.53% | |
| Very Low | \$19,807 | \$21,221 | \$22,636 | \$25,466 | \$28,295 | \$29,427 | \$30,559 | \$32,822 | \$35,086 | \$37,349 | | |
| Region 5 | | | | | | | | | | | | |
| Median | \$58,240 | \$62,400 | \$66,560 | \$74,880 | \$83,200 | \$86,528 | \$89,856 | \$96,512 | \$103,168 | \$109,824 | | |
| Moderate | \$46,592 | \$49,920 | \$53,248 | \$59,904 | \$66,560 | \$69,222 | \$71,885 | \$77,210 | \$82,534 | \$87,859 | 1.7% | \$154,194 |
| Low | \$29,120 | \$31,200 | \$33,280 | \$37,440 | \$41,600 | \$43,264 | \$44,928 | \$48,256 | \$51,584 | \$54,912 | 2.09% | |
| Very Low | \$17,472 | \$18,720 | \$19,968 | \$22,464 | \$24,960 | \$25,958 | \$26,957 | \$28,954 | \$30,950 | \$32,947 | | |
| Region 6 | | | | | | | | | | | | |
| Median | \$51,085 | \$54,734 | \$58,383 | \$65,681 | \$72,979 | \$75,898 | \$78,817 | \$84,655 | \$90,494 | \$96,332 | | |
| Moderate | \$40,868 | \$43,787 | \$46,706 | \$52,545 | \$58,383 | \$60,718 | \$63,054 | \$67,724 | \$72,395 | \$77,066 | 1.7% | \$136,680 |
| Low | \$25,543 | \$27,367 | \$29,192 | \$32,840 | \$36,489 | \$37,949 | \$39,409 | \$42,328 | \$45,247 | \$48,166 | 0.00% | |
| Very Low | \$15,326 | \$16,420 | \$17,515 | \$19,704 | \$21,894 | \$22,769 | \$23,645 | \$25,397 | \$27,148 | \$28,900 | | |

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a). Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

** This column is used for calculating the pricing for rent increases for units as per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (Consumer Price Index for All Urban Consumers (CPI-U)). Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units as per N.J.A.C. 5:97-9.3. As per 5:97-9.3(b), The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.2(c).

Appendix B | 2020 Sylco Settlement Agreement

SETTLEMENT AGREEMENT

This Agreement dated as of this 13th day of February, 2020 among: SYLCO INVESTMENTS 6, 8, 9 AND 10, LLCS, having a business address of 180 Sylvan Avenue, Englewood Cliffs, New Jersey 07632 (hereinafter "Developer");

THE BOROUGH OF DEMAREST, a municipal corporation of the State of New Jersey having offices at 118 Serpentine Road, Demarest, New Jersey 07627, (hereinafter "Borough"); and

THE PLANNING BOARD OF THE BOROUGH OF Demarest, the duly constituted Planning Board of the Borough of Demarest, having offices at 118 Serpentine Road, Demarest, New Jersey 07627 (hereinafter "Board").

WITNESSETH, whereas, the Borough has, pursuant to law, an obligation to provide a realistic opportunity for the construction for its fair share of the regional need of low and moderate income housing;

WHEREAS, the Borough previously secured a Judgment of Repose and Substantive Certification in connection with its affordable housing obligations; and

WHEREAS, the Borough of Demarest filed a Declaratory Judgment action captioned: In the Matter of the Application of the Borough of Demarest, a Municipal Corporation of the State of New Jersey, bearing Docket No.: BER-L-006301-15 ("Declaratory Judgment Action" or "DJA"). Pursuant to the Supreme Court's decision in In Re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"); and

WHEREAS, the Borough was named a party defendant in a certain action in the Superior Court, Law Division, entitled Sylco Investments 6 LLC, et als. v. the Borough of Demarest, Borough Council of the Borough of Demarest; and the Planning Board of the Borough of Demarest, Docket No.: BER-L-006364-19; ("Builders Remedy Action" or "BRA"), which has been consolidated with the Borough's DJA and

WHEREAS, the Parties participated in court-ordered mediation and settlement discussions conducted by and between the parties with the assistance of the Court appointed Master, Elizabeth McManus, PP, AICP; and

WHEREAS, the Developer is the fee simple owner of certain property commonly referred to as The Frick Estate and designated as Block 119, Lots 1.05, 1.06 and 1.07 (which were to have been changed to Block 119, Lot 1.51), and Block 120, Lots 1.03 and 1.04 (which were to have been changed to Block 120, Lots 1.31, 1.32, 1.41 and 1.42) on the Tax Assessment maps of the Borough, which lots collectively consist of approximately 18.3 acres and are located east of the terminus of Duane Lane (collectively the "Property"); and

WHEREAS, as part of the settlement discussions, the parties have agreed upon certain terms and conditions for the Development of the Property and the facilitation of the construction of affordable housing within the Borough of Demarest.

SECTION 1. Definitions

- A. "Development" shall mean the permitted development of the Property which will permit 24 units of market rate townhouse housing and associated improvements as depicted in the concept plan attached as Exhibit A.
- B. "Board" or "Planning Board" shall mean the duly constituted Planning Board of the Borough of Demarest, New Jersey.
- C. "Builders Remedy Action or BRA" shall mean the litigation captioned, Sylco Investments 6, LLC, et als. v. The Borough of Demarest, A Municipal Corporation of the State of New Jersey; the Borough Council of the Borough of Demarest; and the Planning Board of the Borough of Demarest bearing Docket No.: BER-L-006364-19.
- D. "Declaratory Judgment Action or DJA" shall mean the litigation filed by the Borough of Demarest entitled, In The Matter The Borough of Demarest, a Municipal Corporation of the State of New Jersey bearing Docket No.: BER-L- 006301-15.
- E. "Developer" shall mean Sylco Investments 6, 8, 9 and 10, LLCs and their successors and/or assigns to any interest in the Property.
- F. "Development Fee" shall mean any duly adopted ordinance of the Borough of Demarest which seeks to impose, or collect, a fee towards Demarest's affordable housing obligation as may be authorized by Holmdel Builders Association v Holmdel Township, 121 N.J. 550 (1990).
- G. "Effective Date of This Agreement" shall mean the date of entry of an Order by the Court approving this Agreement following either a Fairness Hearing or a Compliance Hearing, whichever comes first. This Agreement is not subject to approval of the Borough's entire DJA.
- H. "Off-Tract Improvement" shall mean any improvements that are not proposed to be directly located on the Property.
- I. "Ordinance" shall mean the zoning ordinance re-zoning the Property so as to permit without variance or waiver the Development contemplated by this Agreement as depicted in Exhibit B including the payment in lieu of actual construction of the 5 affordable unit obligation generated by the construction of the Development.
- J. "Property" shall mean the property commonly referred to as Frick Estate and designated as Block 119, Lots 1.05, 1.06 and 1.07 (which were to have been changed to Block 119, Lot 1.51), and Block 120, Lots 1.03 and 1.04 (which were to have been changed to Block 120, Lots 1.31, 1.32, 1.41 and 1.42) on the Tax Assessment maps of

the Borough of Demarest and located at the eastern terminus of Duane Lane, at the intersection of Brenner Place. Collectively, these 5 lots are referred to as the "Property".

- K. "Alpine Property" shall mean the property in the Borough of Alpine commonly referred to as Block 55, Lots 25.01, 26 and 30 on the Official Tax Map of the Borough of Alpine.
- L. "Site Plan Approval" shall mean, to the extent required for multi-family housing configurations, minor and/or preliminary and/or final site plan approval contemplated by this Agreement in accordance with the Ordinance.
- M. "Subdivision Approval" shall mean minor and/or preliminary and/or final approval of the subdivision contemplated by this Agreement, if any, and in accordance with the Ordinance or Development Plan further as generally depicted on the exhibits attached hereto.

SECTION 2. Obligations of the Borough

The following shall be the obligations of the Borough and/or Board under this Agreement:

- a. In consideration of the mutual covenants and agreements herein contained, the settlement of the pending litigation and the Developer's agreement to provide a payment in lieu of 5 affordable housing units on the Property, the Borough and the Board shall grant to the Developer certain zoning amendments and site plan approval, as hereinafter provided, for the Development as of right.
- b. Within sixty (60) days following the Court's approval of this Agreement, and upon receipt of a complete submission, the Borough and/or Board shall (a) rezone the Property by adopting an Ordinance substantially in the form attached hereto as Exhibit B, and (b) hold a hearing on the next regularly scheduled Board meeting (which occurs not more than forty five (45) days following the rezoning) to review and consider for approval the site plan. The site plan may be changed and amended by the Developer, subject only to reasonable planning and engineering comments from the Borough's professionals, and consistent with the Ordinance referred to in subparagraph (a) above. It is the intention of the parties to this Agreement that the application shall be heard and considered as expeditiously as reasonably possible to accomplish the intent and purpose of this Settlement Agreement.
- c. Within forty five (45) days after a complete submission of architectural and engineering site plans by the Developer, the Board shall hold a hearing to review and consider for approval the site plan subject only to reasonable planning and engineering comments from the Borough's professionals, and consistent with the ordinance referred to in subparagraph (2a) above.
- d. The Ordinance shall provide for a new zone, to be known and designated as such, imposing all zoning, bulk and design requirements of the Borough that may apply to the Property to permit the Development of the Property. The modification shall ensure that

the Property can be developed as of right, without variance or waiver, substantially in accordance with the Development concept plan attached hereto as Exhibit A. Such Ordinance permits all current uses on the Property in addition to the new uses provided herein.

- e. The Board and Borough shall act in concert with the Developer to take action to ensure that neither the Borough, Board nor the County of Bergen or any other governmental agency requires the installation of any off-tract and/or off-site improvement if the need for the improvement does not solely and directly arise from the Development of the Property, and would not constitute a cost generating feature as defined in Section 4 of this Agreement. However, nothing contained in this sub paragraph is intended to create an obligation or require the Borough or Board to undertake off-site or off-tract improvements resulting from the Development unless the Developer agrees to pay the cost of such off-site or off-tract improvements.
- f. The Borough does hereby permit the Developer to access the Borough's sanitary sewer system to serve the Development and the Alpine Property. This obligation shall be expressly subject to the sanitary sewer system's capacity to adequately handle such connection, and the Borough and Bergen County Utilities Authority engineering analysis and approval of the connection and discharge of sanitary flow. The Borough shall take all steps necessary to effectuate Developer's access to such sanitary sewer system as herein provided. In the event that the townhouse units are not built, the Developer shall still have access to the Borough sanitary sewer system for any connections on or from the Property in Demarest and for any connections from the Alpine Property. In the event the Development is not approved or built, the Developer shall still have the right to connect the Alpine Property to the Borough sanitary sewer system however the Developer shall pay the sum of \$2,500.00 for each unit connected from the Alpine Property. If the Developer receives approval and develops the Development then there shall be no connection fee for the Alpine Property and structures to be built thereon since the Developer has agreed to the payments under Section 5 hereof.
- g. The Borough and Board will promptly adopt all necessary resolutions, ordinances, sign all applications, endorsements or other documents, and take such other actions as may be necessary to implement this Agreement, or any portion thereof, in accordance with the terms of this Agreement, the Concept Plan attached as Exhibit A, and the Ordinance attached as Exhibit B.
- h. The Borough and Board shall take no action inconsistent with this Agreement. The Borough and the Board shall each to the extent permitted by law, fully perform all of their obligations thereunder. The Borough agrees that it shall take no position on the impact of the development to the Developer's settlement with New Jersey Department of Environmental Protection ("NJDEP") action and the Permit issued by NJDEP pursuant thereto that originally led to the permission to develop the Property, and the establishment of the Environmental Conservation Restriction/Easement ("Conservation Restriction") currently encumbering the Property, and the Borough acknowledges that the Permit and Conservation Restriction remain and will continue to be effective notwithstanding the parties entering into this Agreement or any action taken by the parties pursuant hereto. After exhausting any appeal filed by the Developer, and if it agrees not to pursue any further appeal to obtain the NJDEP approval contemplated herein, Developer and/or Borough shall have the right to declare this Agreement null and void, and no payment shall be due from the Developer to the Borough except for

any development fees generated for the four (4) lot subdivision which shall remain in place under existing ordinances in place at the time of Approval of the Property. Notwithstanding such termination, the right set forth in Paragraph f above relating to the Alpine Property shall continue, and the Borough and the Board shall permit such connection notwithstanding the fact that this Agreement may be terminated in the future or was terminated by either party hereto.

- i. The Borough and Board agree that the provision of the agreed upon payment in lieu of 5 for sale units of affordable housing meeting the requirements of the Fair Housing Act and/or court mandated regulations and shall satisfy any and all obligations of the Developer as it concerns the construction of affordable housing or any Development Fee and this Property. If the Borough and/or Board shall fail to comply with the terms of this Agreement including, but not limited to, the adoption of the Master Plan and Fair Share Plan, Ordinance(s) and/or other land use amendments within the time frames established herein, the Developer may apply to the Court to declare this Agreement to be null and void and permit the Developer to pursue any remedies available to it under Mount Laurel IV 221 N.J. 1 (2015) and other applicable statute or case law, or seek specific performance or pursue and action in lieu of prerogative writ of mandamus to compel the Borough or the Board or both to act in accordance with the terms of this Agreement and the attachments hereto.
- j. The Developer has previously obtained approval for the subdivision of and construction on the Property for 4 single family homes and for the completion of Duane Lane to the cul-de-sac. The Developer shall have the right to complete Duane Lane to the cul-de-sac and do site clearing in order to maintain the aforementioned subdivision approval so it does not lapse. By the Developer installing such improvements, the Developer shall not waive any of its rights under this settlement nor its right to petition the NJDEP for a modification, extension, or resubmittal of the approvals previously obtained, or for any other approval for the Property to accommodate the proposed Development contemplated herein.

SECTION 3. Expeditious Review.

The Board shall process, review and adjudicate all Development applications for the Property in an expeditious process in accordance with the time tables and deadlines set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. including the holding of special meetings, if necessary, for the sole and exclusive purposes of reviewing and hearing the Developer's application(s). The Developer agrees to reimburse the Board \$750.00 per special meeting plus the reasonable costs for its engineer, planner's and Board's attorney's fees arising out of the special meeting. Specifically, the Board shall be obligated to review and decide the developer's application notwithstanding that other federal, state, county or other agencies approvals or permits may ultimately be required for the Development of the Property and, where appropriate, the granting of local approval "subject to" any such outstanding approvals in accordance with N.J.S.A. 40:55D-22.

- a. If required to complete the Process, the Board shall agree to hold special meetings, at the Developer's expense as set forth above for the sole processing of the Developers' application for Development.

- b. The Developer shall send copies of any plans, applications or reports directly to the Board's Attorney, Engineer and Planner. All municipal agencies including, but not limited to, all Borough and Board personnel, departments, agents, contractors and/or vendors required to review an application for Development or construction permit shall complete its review and provide comments or request revisions to an Application for Development within 45 days of receipt thereof by the Borough or the Board so as to permit compliance with the Process by the Borough and Board. The 45 day time limit that the Board has to hold a hearing to review and consider the site plan is as set forth in Section 2c above. It is the intent of the parties that all due consideration shall be given by the Planning Board to expeditiously review, have hearings and consider the application to the end that the intent and purposes of this Agreement are accomplished and that the Planning Board is acting in accordance with the law.
- c. The absence of a report or recommendation from any other municipal agency shall not be grounds for the denial of an application or for the delay of a hearing or action by the Board beyond the time period set forth in the Process.
- d. The Board shall not deny or delay its actions on an application for Development by the Developer because of the absence of any, or the dependency of any, approval by any other governmental agency that may make such approval a condition of the Board's approval.
- e. The Developer may waive any of the time periods set forth in the Process only by a writing signed by the Developer or its attorney or an authorized representative of the Developer unless given by the Developer at a public meeting which is recorded. No such waiver shall be required as a condition for the filing of an application, to the declaration of completeness or to the action of the Borough or Board thereon.

SECTION 4. Cost Generating Features.

The Borough and Board shall take all steps reasonably necessary to eliminate cost generating features, elements and processes which are inconsistent with the intent of this Agreement. The Developer shall construct the Development in substantially the configuration as shown on the exhibits attached hereto.

- a. For purposes of this Agreement, "cost generating" shall be defined by N.J.S.A. 52:27D-314b and N.J.A.C. 5:93-10.1.
- b. To the extent sections, elements, requirements or features of the Borough's ordinance and land use ordinance, or the Board's process of review of Development applications are cost generating, such sections, elements, requirements or features are deemed inconsistent with the terms of this Agreement, it shall be considered inapplicable to any

Development applications for the Property. In particular (including by way of example and not limitation), the Board shall grant relief from those checklist items requirements that require, to any extent: 1. the submission of other governmental approval as part of the Borough's and/or Board's completeness review; 2. The surveying, locating or identifying of trees or municipal-type improvements outside of the proposed area of disturbance and/or; 3. The installation of any off-tract or off-site improvements, the need for which improvements does not solely and directly arise from the Development of the Property or the Alpine Property and would not constitute a cost generating feature as defined in this Agreement

- c. The Borough and Board shall take those steps reasonably necessary to remove or waive such cost generating or inconsistent sections, elements, requirements and features from their respective ordinances and procedures or grant such waivers, exceptions or variances to ensure they are in their ability to develop an application for the Property.

SECTION 5. Affordable Housing Regulations/Payment in Lieu of Construction.

Pursuant to Borough Code section 175-46(e), and in order for it to be in compliance with the Mount Laurel decisions, the Developer shall be obligated to make a payment to the Borough's Affordable Housing Trust Fund in lieu of on-site affordable housing units. The total amount of such payment shall be One Million (\$1,000,000.00) Dollars paid through a series of payments as hereinafter provided. The payments shall be made based upon the milestones set forth herein:

- a. Upon the commencement of site work, road construction or excavation: Two Hundred Fifty Thousand (\$250,000.00) Dollars. The term 'site work' is specifically understood to exclude the eastern extension of Duane Lane including the construction of the cul-du-sac and site clearing of the Property.
- b. Upon the issuance of the first building permit(s) for actual construction of the first townhouse building: Two Hundred Fifty Thousand (\$250,000.00) Dollars.
- c. Upon issuance of the tenth (10th) certificate of occupancy to occupy residential units in the Development: Five Hundred Thousand (\$500,000.00) Dollars.
- d. Should the Developer be restricted to less than twenty four (24) townhouses due to NJDEP regulation or other environmental restriction, then, and in that event, the payments due in subparagraphs a-c above shall be proportionally reduced by the percentage of twenty four that is actually approved for construction. By way of example, should twenty (20) townhouses ultimately be approved, each of the payments above shall be reduced to $20 \div 24 = 83 \frac{1}{3} \%$ of the agreed upon payments, (i.e. \$833,333.33 for twenty (20) units). If no townhouses are approved, then the obligation under this portion of the

Agreement shall be zero, and the terms and conditions of Section 6c shall control.

SECTION 6. Obligations of the Developer.

As long as the Borough and Board have not defaulted in their obligations under this Agreement, the Developer shall have the following obligations:

- a. Within sixty (60) days of the Effective Date of the ordinance to be adopted pursuant to this Agreement or after entry of a Final Judgment of Compliance, whichever last occurs, the Developer shall submit an application for Development pursuant to Section 2 of this Agreement to the Borough or Board for the Property which application shall be substantially in accordance with the concept plan attached hereto as Exhibit A. Thereafter, upon submission, the Developer will diligently prosecute its application for municipal approval and the approvals from other governmental agencies as may be required.
- b. The Developer will participate in a Fairness Hearing and/or Compliance Hearing before the Court cooperating with the Borough in securing a Final Judgment of Compliance and Statutory Repose for Mount Laurel 3rd Round affordable housing obligations.
- c. The Developer shall not be obligated to pay any Development Fee that may be due in accordance with the provisions of the Borough of Demarest ordinance since the Development shall generate the Payment in Lieu of Construction as set forth in Section 5, above, which shall fully satisfy any and all affordable housing obligations from the Development of the Property. In the event that the Development is abandoned and the original four (4) lot single-family subdivision is pursued, then all development fees otherwise due pursuant to the current ordinance will be due and payable consistent with such ordinance.
- d. The Developer shall enter into a Developer's Agreement, to be prepared by the Borough or Planning Board Attorney to set forth the terms and conditions of the construction work. The Developer's Agreement will be recorded against the Property and discharged when the Development is deemed substantially complete by the Borough Engineer. As part of the Developer's Agreement, the Developer shall post such performance and maintenance bonds, letters of credit, or other financial guarantees as may be reasonably required by the Borough consistent with Municipal Land Use Law requirements, including escrows to defray the Borough's costs for administrative, legal and engineering fees incurred to support the Development. Such performance guarantees shall be released consistent with MLUL provisions.

- e. The Developer or any successor homeowner's association to be formed shall provide and pay for street lighting, snow removal and trash collection privately, and may use borough vendors, if any, or may contract for such services independently. The Borough will provide a credit against *ad valorem* property taxes assessed against the Property to compensate the Developer and/or any successor homeowner's association for the costs of same as required by the New Jersey Municipal Services Act, N.J.S.A. 40:67.23.3, on a pro-rata or per dwelling basis as appropriate.

SECTION 7. Cooperation and Good Faith.

- a. The parties and all of their respective members, officers, agents, representatives, consultants and employees shall cooperate and conduct themselves in good faith to effectuate the terms and objectives of this Agreement.
- b. Such cooperation shall include, by way of example and not limitation, the timely submission and review of reports and documents; timely inspections; execution of documents or applications for other coordinate agencies endorsing any and all necessary application for the extension of utilities or facilities to the Property or the entity for permits or approvals necessary for the Development of the Property or the Alpine Property.

SECTION 8. General Provisions.

- a. No hereinafter enacted Borough Ordinance construction standard or Borough specifications for improvements required in connection with zoning, sub-division or site plan approvals shall apply to the Development and/or the Property, the sole exceptions being that reasonable application, permit and inspection fees shall be imposed at the current rates as of the time of the activity generating the fees.
- b. Provided the Borough and Board are not in default or breach of any of the provisions of this Agreement, or that this Agreement has been declared null and void as permitted by this Agreement, the Developer's covenant not to sue the Borough or bring any action or proceeding before the Courts or any other body having jurisdiction, for non-compliance with the provisions of any case law, statute or rule or regulation relating to the provision of affordable housing based upon the Property or directly relating to the actions referenced in this Agreement, shall remain in full force and effect. In the event of a breach by the Borough or the Board the Developer shall have all rights and remedies available to it as of the date immediately prior to the execution of this Agreement and no statute of limitations or other time limitations shall apply.

- c. This Agreement may be recorded at the Developer's option, at its cost and expense in the Bergen County Clerk's office. The recording of this Agreement shall not be deemed to create a lien on the Property.
- d. The Developer represents that it is the holder of fee simple title to the Property and/or has sufficient interest in the Property to pursue the applications for Development referred to in this Agreement.
- e. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
- f. This Agreement shall not be amended or modified without the express and written consent of all parties which consent shall not be unreasonably withheld or delayed.
- g. Absent a material breach of this Agreement, no party to this Agreement shall cause an appeal to be taken contesting the validity of this Agreement or any of the actions deemed necessary in furtherance of this Agreement. In the event the Agreement is challenged by a third party, the Developer, Borough and Board agree to jointly defend such action and take any and all steps necessary to uphold the validity of this Agreement. The Borough and Board shall join the Developer as a party should any challenge or proceeding be filed or brought which directly or indirectly effects this Agreement, or any other actions taken pursuant to or which are related to this Agreement. In the event that any challenge or proceeding shall be filed or brought by a municipal entity other than Demarest which directly or indirectly affects this Agreement, the Borough and Board shall not take a position contrary to the Developer in any such challenge or proceeding. In the event any appeal is filed, be it a challenge to the Settlement Approval, zoning revision, and/or plans, site plan approval, or any other legal challenge, all time limits set by this Agreement shall be tolled for the period of time such appeal or litigation is pending. Developer shall have the right but not the obligation to continue to seek its approvals during the appeal process.
- h. The terms and conditions and obligations of this Agreement shall run with the land and shall bind the respective parties and respective heirs, executors, assigns or successors.
- i. By executing this Agreement, all parties so execute and acknowledge its validity and accordingly, agree to carry out the terms of this Agreement in good faith and to refrain from any and all acts which question or jeopardize this Agreement. All parties to this Agreement will execute any and all further documents and instruments necessary to effectuate this Agreement or to evidence the party's good faith, cooperation or compliance.
- j. To the extent feasible, the Borough agrees, contemporaneously with the introduction of any ordinance and at least ten (10) days prior to the adoption of any ordinance which may impact upon the subject

matter of this Agreement and/or the Development of the Property or the Alpine Property, to furnish to Developer and its attorney with a copy of such ordinance.. To the extent feasible, the Borough agrees to provide the Developer and its attorney with a copy of any and all resolutions which may impact upon the subject matter of this Agreement and/or the Development of the Property or the Alpine Property at least 3 days prior to the consideration thereof at a public meeting.

- k. This Agreement was the product of negotiation among the parties. No party shall be considered the drafting party against whom the terms of this Agreement shall be construed.
- l. This Agreement may be executed in counterparts.
- m. The terms of this Agreement, including specific enforcements of the obligations hereunder may be enforced by the commencement of an action in the Superior Court of New Jersey, Law Division, Bergen County or a motion in aid of litigant's rights in the pending matter. Notwithstanding any provision herein to the contrary, attorney fees and costs shall be reimbursed to the prevailing party in any such action for enforcement.
- n. The Developer's obligation to participate in seeking a final judgment of compliance and statutory repose as to the Borough's 3rd round affordable housing obligation is dependent upon the Borough and the Board's approval of the Development of the Property, conditioned on timely submission of plans and site plan application, and are, therefore, not severable from each other.
- o. The Board and Borough shall take no action opposing the development of certain property in the Borough of Alpine designated as Block 55, Lots 25.01, 26 and 30 on the Official Tax Map of the Borough of Alpine (the Alpine Property).
- p. If any portion of this Agreement shall be deemed to be found to be unlawful or unenforceable, such provisions shall be severable and the balance of this Agreement shall be enforceable in accordance with the terms provided.
- q. Nothing contained herein shall prevent the Developer from assigning its rights, in whole or in part, under the terms of this Agreement to a third party. The Developer will advise the Borough prior to any assignment of this Agreement and any assignee shall be bound and fully comply with all Developer obligations hereunder.

- r. Upon the execution hereof, this Agreement constitutes the entire Agreement between Sylco and the Borough and/or the Board. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms and conditions of this Settlement Agreement cannot be altered, changed, modified or added to, except in writing signed by the Developer, Borough and Board.
- s. All deadlines contained in this Agreement are hereby tolled and extended pursuant to any and all Federal and/or State directives, orders or the like connected in any fashion to the COVID-19 health crisis.

IN WITNESS WHEREOF, the Developer and the Borough and the Board have duly executed this Agreement the date and first year written above.

**THIS IS THE END OF THE DOCUMENT TEXT
SIGNATURES AND EXHIBITS FOLLOW**

IN WITNESS WHEREOF, we sent hereunto our hand and seal as of the date first written above.

Dominic J. Papay
Attest:

Dominic J. Papay
Attest:

Dominic J. Papay

SYLCO INVESTMENTS 6, LLC
[Signature]
BY:

SYLCO INVESTMENTS 8, LLC
[Signature]
BY:

SYLCO INVESTMENTS 9, LLC
[Signature]

Attest:

Dominic Papay
Attest:

BY:

SYLCO INVESTMENTS 10, LLC

BY:

BOROUGH OF DEMAREST

Susan Crosman
Attest: Susan Crosman, RMC

Melinda J. Iannuzzi
BY: Melinda J. Iannuzzi-Mayor

**PLANNING BOARD OF THE
BOROUGH OF DEMAREST**

Susan Crosman
Attest: Susan Crosman-Secretary

Brian T. Keane
BY: Brian T. Keane-Chairman

STATE OF NEW JERSEY)

) ss:

COUNTY OF BERGEN)

BE IT REMEMBERED that on this 10th day of June, 2020, before the subscriber, a (Notary Public/Attorney at Law) of New Jersey, personally appeared

Richard Kurcz who being by me duly sworn on his oath deposes and makes proof to my satisfaction that:

(a) he/she is the Managing Member of Sylco Investments 6 LLC, Sylco Investments 8 LLC, Sylco Investments 9 LLC and Sylco Investments 10 LLC, the companies named in this document, and is duly authorized to execute this Agreement on behalf of the company;

(b) this document was signed and delivered by the company as its duly authorized, voluntary act, for the purposes expressed herein.

Subscribed and sworn to before me this
10th day of June, 2020

Denise J. Papay

DENISE J. PAPAY
NOTARY PUBLIC OF NEW JERSEY
COMM. NO. 50042416
MY COMMISSION EXPIRES JULY 25, 2021

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STATE OF NEW JERSEY)

) ss:

COUNTY OF BERGEN)

BE IT REMEMBERED that on this 20th day of May, 2020, before the subscriber, a (Notary Public/Attorney at Law) of New Jersey, personally appeared SUSAN CROSMAN, who being by me duly sworn on her oath deposes and makes proof to my satisfaction that:

(a) she is the Borough Clerk of the Borough of Demarest, the municipal corporation name.cl in the within instrument;

(b) Melinda J. Iannuzzi is the Mayor of said municipal corporation;

(c) the execution as well as the making of the instrument has been duly authorized by a proper resolution of the Governing Body of the Borough of Demarest;

(d) deponent well knows the corporate seal of said municipal corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said Mayor as an for the voluntary act and deed of said municipal corporation, in the presence of deponent who thereupon subscribed here name thereto as attesting witness.

Sworn and subscribed to before me
On this 20th day of May,
2020



GREGG F. PASTER, ESQUIRE
AN ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY

STATE OF NEW JERSEY)

) ss:

COUNTY OF BERGEN)

BE IT REMEMBERED that on this 10th day of June 2020, before me the subscriber, personally appeared Susan Crosman, RMC, who being by me duly sworn on her oath deposes and makes proof to my satisfaction;

- a) that she is the Secretary of the Planning Board of the Borough of Demarest, the municipal corporation named in the within instrument;
- b) That Brian Keane is the Chairman of said Planning Board;
- c) that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Planning Board of the Borough of Demarest;
- d) that deponent well knows the corporate seal of said municipal corporation;
- e) and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said Chairman as and for the voluntary act and deed of said Planning Board, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn and Subscribed to
before me this 10th day
of June, 2020.


GREGG F. PASTER, ESQUIRE
AN ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY

EXHIBIT "A"

EXHIBIT "B"

ORDINANCE # 1080-20

BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 175 "ZONING", ARTICLE IV "RESIDENCE DISTRICTS", SO AS TO CREATE A NEW SECTION 12.1 ENTITLED "RESIDENTIAL MULTI-FAMILY-2 OVERLAY DISTRICT"

WHEREAS, the Borough of Demarest has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, the Borough voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by the Supreme Court in *In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mt. Laurel IV")* seeking approval of a Housing Element and Fair Share Plan that satisfied the Borough's obligation to provide for its fair share of the regional need of low and moderate income housing; and

WHEREAS, Sylco Investments 6, 8, 9, and 10, LLC, were granted intervention on September 27, 2019 in the Borough's pending declaratory judgment action, and also filed a separate builder's remedy lawsuit which was consolidated by the Court with the Borough's pending declaratory judgment action; and

WHEREAS, the Borough and Sylco Investments 6, 8, 9, and 10, LLC mediated and arrived at an ultimate settlement agreement; and

WHEREAS, the Borough Council has determined that certain lands commonly referred to as the Frick Estate and designated as Block 119, Lots 1.05, 1.06, and 1.07 (which were to have been changed to Block 119, Lot 1.51) and Block 120, Lots 1.03 and 1.04 (which were to have been changed to Block 120, Lots 1.31, 1.32, 1.41 and 1.42 on the Tax Assessment maps of the Borough of Demarest) which Lots are currently within the RA Zone and are suited for rezoning to permit all uses currently permitted in the Residential A Zone and to permit a townhouse development with a mandatory payment-in-lieu for affordable housing.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Demarest, County of Bergen, State of New Jersey, that the following amendments be made to the Municipal Code of the Borough of Demarest:

Section 1: Demarest Borough Code Chapter 175 "Zoning", Article II "Establishment of Districts", subsection 2 "Districts Enumerated" be amended to add the following underlined language:

§175-2 Districts enumerated.

R-MF-2 Residential Multi-family-2 Overlay District

Section 2: Demarest Borough Code Chapter 175 "Zoning", Article IV "Residence Districts", be amended to include new subsection 12.1 with the following underlined language:

§175-12.1 Residential Multi-family-2 Overlay District.

A. Permitted principal uses:

(1) All uses permitted in the Residential A Zone

(2) Townhouses

B. Permitted accessory uses:

(1) Recreation Centers for the condominium development, lounges, game rooms, private recreational facilities and similar uses serving condominium developments.

(2) Community pool

(3) Off-street parking

(4) Fences and walls

(5) Signs

(6) Trash enclosures

(7) Landscaping and buffering

(8) Public or private open space facilities

(9) Gazebo to be centrally located containing mailboxes for the condo unit owners.

C. Bulk standards:

(1) Minimum tract area – Eighteen (18) acres which shall include any acreage for which an environmental easement has been granted to the New Jersey Department of Environmental Protection.

(2) Minimum tract setback, excluding access roads and utilities – Twenty-five (25) feet, except for patios and decks, which patios and decks may be set back twenty (20) feet from any property line, and further excepting accessory buildings and accessory uses abutting Block 120, Lot 16.02 (Alpine Country Club) which accessory buildings or accessory uses may be set back five (5) feet from the property line at such locations.

(3) Minimum distance between buildings:

(a) Eighteen (18) feet between principal buildings.

- (b) Accessory buildings may be ten (10) feet from other accessory buildings or principal buildings.
- (4) Maximum building length – Two hundred (200) feet excluding eaves, gutters, and covered porches
- (5) Maximum building coverage – ten percent (10%)
- (6) Maximum impervious coverage – fifteen percent (15%)
- (7) Maximum density – twenty-four (24) units for the entire tract.
- (8) Maximum building height – Two and a half (2.5) stories and thirty-seven (37) feet, which is measured for each individual unit from the average finished grade to the peak. Average finished grade shall be calculated by taking proposed finished grades at ten-foot intervals along each exterior wall of each individual unit at the foundation line.

D. Architectural Standards

- (1) Buildings shall be constructed of brick, stone, cast stone, hardie plank siding, or other high-quality material.
- (2) Buildings shall be designed to avoid long monotonous, uninterrupted walls or roof lines. Wall offsets shall be used to provide architectural interest and variety and relieve the visual effect of a simple, long wall. Said offsets include projections from the building, such as balconies, canopies, porches, and decks.
 - (a) The maximum spacing between wall offsets shall be twenty five (25) feet.
 - (b) The minimum projection or depth of any offset shall be at least one (1) foot.
- (3) Roofline offsets, which include dormers and gables, shall be provided to provide architectural interest and variety to the massing of a building. The maximum spacing between roof offsets shall be thirty-five (35) feet.
- (4) The architectural design of the front façade shall be continued around all visibly exposed sides of a building. All sides of a building shall be consistent in design, including style, materials, and details.
- (5) All main building entrances shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
- (6) Gable and hipped roofs shall be used to the greatest extent possible. Both gable and hipped roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.

E. Parking

- (1) Parking shall be provided in conformance with the Residential Site Improvement Standards, including the guest parking requirements.
- (2) A minimum of one (1) attached garage space is required per unit.

F. Signage

- (1) One monument sign is permitted to be installed to identify the development, and one sign shall be permitted to identify the roadway as private.
- (2) Said sign shall be a maximum of twenty (20) square feet and a maximum of five (5) feet tall.
- (3) Said sign may be externally illuminated.

G. Lighting

- (1) A lighting plan prepared by a qualified individual shall be provided with site plan applications.
- (2) All parking areas shall have a minimum average illumination of one-half (0.5) footcandles.
- (3) Public and private streets shall have a minimum average of one (1.0) footcandle over the cartway.
- (4) No lighting at the property line shall exceed one-half (0.5) footcandles, except for where there is an access road.
- (5) Light fixtures shall be full cut off where required and no taller than fifteen (15) feet.

H. Landscaping

- (1) Landscaping shall be provided to promote a desirable visual environment, to accentuate building design, screen parking areas, and mitigate averse visual impacts.
- (2) Landscape plans shall be prepared by a NJ Licensed Landscape Architect. A plant list shall be provided, listing quantity, plan key, botanical name, common name, installation size, and mature size.
- (3) Shade trees shall be provided easterly from the intersection of Duane Lane and Brenner Place at an average of fifty (50) feet on center. Shade trees shall be provided along all internal roadways, whether public or private, at an average of sixty (60) feet on center. Shade trees shall be a minimum of three (3) inches caliper and ten (10) feet in height at

the time of planting. The following shade tree species are permitted:

- (a) Regent Scholar.
 - (b) Chinese Elm.
 - (c) October Glory Maple.
 - (d) Katsure tree.
 - (e) Maidenhair tree.
 - (f) Greenspire Linden.
 - (g) Village Green Zelkova.
 - (h) Red Sunset Maple.
 - (i) Such other species as approved by the Borough engineer or planner.
- (4) Foundation plantings shall be provided to soften the mass of the front façade of buildings. Said plants shall provide seasonal interest at varying heights to complement and provide pedestrian scale to the proposed development.
- (5) Surface parking areas shall be landscaped with a combination of shade trees and shrubs. Shade trees shall be a minimum three-inch caliper and shrubs shall be no less than one (1) foot tall at the time of installation. One (1) shade tree and one (1) shrub shall be provided for every ten (10) parking spaces.
- (6) The tract setback shall be suitably landscaped, where required by the Planning Board, to provide a visual screen from adjacent uses. Where existing vegetation can provide a suitable screen, the existing vegetation shall be illustrated on the landscaping plan to confirm. If additional landscaping is required, the landscape architect shall develop a plan that reasonably accomplishes same. Excluded from the foregoing shall be areas that are to be used for Detention/Water Quality Facilities. In such areas the developer through its landscape architect shall create an appropriate landscape area separating the new development from the existing golf course.

I. Fences, walls, and entrance gate/piers

- (1) Fences and walls between a building and public street shall be a maximum of six (6) feet tall.
- (2) Fences and walls not located between a building and public street shall be a maximum of six feet tall.

(3) The piers supporting the entrance gates to the development and the adjoining walls to such piers shall not exceed seven (7) feet in height plus decorative lighting may be installed on top provided such decorative lighting does not exceed two (2) feet for a total of not more than nine (9) feet in height. The entrance gates shall not exceed nine (9) feet in height.

J. Trash. Trash and recycling may be stored inside each individual unit, or in the recreation center area, or in a common trash enclosure subject to the following requirements:

(1) The trash enclosure shall not be visible from any public street.

(2) The trash enclosure shall be constructed of a six-foot-tall masonry wall on three (3) sides and a solid heavy-duty gate closure on the fourth side.

(3) The trash enclosure shall be surrounded and screened on three (3) sides by a mixture of evergreen plants. Evergreen plants must be at least six (6) feet tall at the time of planting.

K. Affordable housing.

(1) Block 119, Lots 1.05, 1.06, and 1.07 (which were to have been changed to Block 119, Lot 1.51) and Block 120, Lots 1.03 and 1.04 (which were to have been changed to Block 120, Lots 1.31, 1.32, 1.41 and 1.42 on the Tax Assessment maps of the Borough of Demarest) shall provide five affordable housing units through a payment-in-lieu of One Million (\$1,000,000) Dollars. The payments shall be made based upon the milestones set forth herein:

(a) Upon the commencement of site work, road construction or excavation: Two Hundred Fifty Thousand (\$250,000.00) Dollars. The term 'site work' is specifically understood to exclude the eastern extension of Duane Lane including the construction of the cul-de-sac and site clearing of the Property;

(b) Upon the issuance of the first building permits(s) for actual construction of the first townhouse building: Two Hundred Fifty Thousand (\$250,000.00) Dollars;

(c) Upon issuance of the tenth (10th) certificate of occupancy to occupy residential units in the Development: Five Hundred Thousand (\$500,000.00) Dollars.

L. Utilities. All utilities shall be underground.

M. Site Improvement Standards.

(1) Streets, curbs, gutters, sidewalks (which at the discretion of the developer may be waived if they are not on a public street), pavements, street signs, parking lots, the water supply, fire hydrants, the sanitary sewer system, and stormwater management shall be designed pursuant to the Residential Site Improvement Standards (N.J.A.C. 5:21).

N. Off-Site Improvements.

- (1) Off-tract improvements are required whenever an application for development requires the construction of off-tract improvements that are clearly, directly, and substantially related to or necessitated by the proposed development. The Planning Board, as the case may be, may require as a condition of final site plan or subdivision approval that the applicant provide for such off-tract improvements if such off-tract improvements are necessitated by the townhouse development. Off-tract improvements shall include water, sanitary sewer, drainage, and street improvements.
- (2) Determination of cost. When off-tract improvements are required, the Borough Engineer shall calculate the cost of such improvements in accordance with the procedures for determining performance guaranty amounts in N.J.S.A. 50:55-D-53.4. Such costs may include, but not be limited to, any or all costs of planning, surveying, permit acquisition, design, specification, bidding, construction, construction management, inspection, legal, traffic control and other common and necessary costs of the construction of improvements. The Borough Engineer shall also determine the percentage of off-tract improvements that are attributable to the applicant's development proposal and shall expeditiously report his findings to the Planning Board and the applicant.
- (3) Improvements required solely for the application's development. Where the need for an off-tract improvement is necessitated by the proposed development and no other property owners receive a special (i.e. more than incidental) benefit thereby, or where no planned capital improvement by a governmental entity is contemplated, or the improvement is required to meet the minimum standard of the approving authority, the applicant shall be solely responsible for the cost and installation of the required off-tract improvements. The applicant shall elect to either install the off-tract improvements or pay the municipality for the cost of the installation of the required off-tract improvements.
- (4) Performance guaranty. If the applicant elects to construct the improvements, the applicant shall be required to provide, as a condition of final approval, a performance guaranty for the off-tract improvements in accordance with N.J.S.A. 50:55D-53 and Subsection 172-12.1N.(2) above.
- (5) Certification of costs. Once the required off-tract improvements are installed and the performance bond released, the developer shall provide a certification to the Borough Engineer of the actual costs of the installation. The Borough Engineer shall review the certification of costs and shall either accept them, reject them, or conditionally accept them. In the review of costs, the Borough Engineer shall have the right to receive copies of invoices from the developer sufficient to substantiate the certification. Failure of the developer to provide such invoices within six (6) months of the Borough Engineer's request shall constitute forfeiture of the right of future reimbursement for improvements that benefit other.

- (6) Time limit for reimbursement. Notwithstanding any other provisions to the contrary, no reimbursement for the construction of off-tract improvements providing excess capacity shall be made after ten (10) years has elapsed from the date of the acceptance of the certification of costs by the Borough Engineer.

O. General.

- (1) All applications within the Residential Multi-family-2 Overlay District shall include a statement from the developer or its professional that the proposed development is in compliance with Section 153-4H of the Borough of Demarest ordinances.
- (2) All applications within the Residential Multi-family -2 Overlay District shall comply with Section 153-4, Performance Standards.
- (3) Site Plans submitted as part of any application within the Residential Multi-family -2 Overlay District shall be prepared in accordance with Section 153-5.

Section 3. There is hereby created the Residential Multi-family 2 Overlay District Zone (hereinafter R-MF 2 Overlay District) which shall be considered an overlay zone applicable to Block 119, Lots 1.05, 1.06, and 1.07 (which were to have been changed to Block 119, Lot 1.51) and Block 120, Lots 1.03 and 1.04 (which were to have been changed to Block 120, Lots 1.31, 1.32, 1.41 and 1.42 on the Tax Assessment maps of the Borough of Demarest), which lots are located in the current Residential A Zone. It is expressly understood that the Residential A zone uses shall continue to be permitted uses in the R-MF 2 Overlay District zone).

Section 4. Severability.

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgement shall not affect or invalidate the remainder of the Ordinance, but shall be confined in its effect to this section, subsection, paragraph sentence or other part of this Ordinance directly involved in the controversy with respect to which said judgement shall have been rendered, and all other provisions of this Ordinance shall remain in full force and effect.

Section 5. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law, and its provisions shall apply to all building permits applied for on or after the date of adoption and publication hereof as prescribed by law.

BOROUGH OF DEMAREST

By: Melinda J. Jannuzzi
Melinda Jannuzzi, Mayor

ATTEST:

Susan Crosman
Susan Crosman, RMC, Borough Clerk

Introduced: April 27, 2020

Adopted: MAY 18, 2020

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Appendix C | 2024 Final Judgment of Compliance and Repose

Wendy Rubinstein Quiroga (Attorney I.D. NO. 029772002)
WEINER LAW GROUP LLP
629 Parsippany Road, P.O. Box 0438
Parsippany, NJ 07054-0438
Phone: (973) 403-1100 Fax: (973) 403-0010
Email: wrquiroga@weiner.law
Attorneys for Petitioner, Borough of Demarest
Our File No.: DEM-001
3462337v1

FILED
FEB 08 2024
CHRISTINE A. FARRINGTON,
J.S.C.

Attorneys for Plaintiff, Policemen's Benevolent Association Local Number 355

IN RE PETITION OF THE BOROUGH OF
DEMAREST, BERGEN COUNTY, NEW
JERSEY,

Petitioner

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.: BER-L-6301-15

Civil Action

FINAL JUDGMENT OF COMPLIANCE
AND REPOSE

THIS MATTER having been opened to the Court on behalf of Petitioner Borough of Demarest ("Borough") via a Declaratory Judgment Action ("DJ Action") filed on or about July 1, 2015 in response to In Re Adoption of N.J.A.C. 5:96 & 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV") and requesting judicial approval of the Borough's Housing Element and Fair Share Plan ("HEFSP"); and the Court having appointed Elizabeth McManus, PP, AICP, LEED AP, as the Special Master in this matter ("Special Master") upon the retirement of the prior court appointed Special Master; and Fair Share Housing Center ("FSHC") having participated throughout as an interested party; and Richard Abrahamsen, Esq. having participated at the fairness hearing on behalf of Intervenor Quentin and Carol Avery; and John Schepisi, Esq. and

Michael Caulfield of Schepisi and McLaughlin, P.A. and Thomas Carroll, II, Esq. of Hill Wallack, LLP, having intervened after the fairness hearing but prior to the compliance hearing, having participated at the compliance hearing on behalf of Intervenor Sylco Investments 6, LLC, Sylco Investments 8, LLC, Sylco Investments 9, LLC and Sylco Investments 10, LLC ("Sylco"); and the Borough having entered into a Settlement Agreement with FSHC fully executed on January 23, 2018 which Settlement Agreement established the Borough's "fair share" obligation and the compliance mechanism through which the Borough would satisfy same; and

THE COURT HAVING conducted a fairness hearing on March 26, 2018 and having held that the Settlement Agreement was fair and reasonable to the region's low and moderate income households according to the principles set forth in Morris County Fair Housing Council v. Boonton Township, 197 N.J. Super. 359, 364 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div) 1986) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328 (App. Div. 1996); and

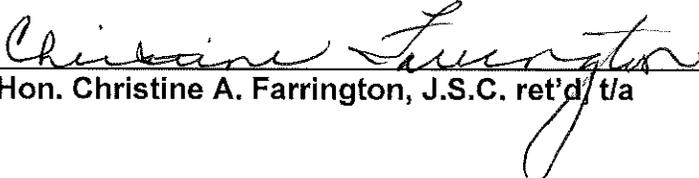
THE COURT HAVING conducted a compliance hearing on June 18, 2020 and having granted the Borough a Conditional Judgement of Compliance and Repose on July 8, 2020 (July 8, 2020 Compliance Order"), subject to the Borough's fulfillment of certain conditions; and the Special Master having submitted a letter dated November 22, 2023 to the Court certifying that the Borough has satisfied the compliance conditions and requirements in the June 16, 2020 Special Master Report as well as the July 8, 2020 Compliance Order; and the Court being of the view that a Final Judgment of Compliance and Repose should be entered; and for good cause shown,

IT IS ON THIS 8th DAY OF February, 2024;

ORDERED AND ADJUDGED as follows:

1. The Borough of Demarest has satisfied the list of compliance conditions and requirements set forth in Special Master's June 16, 2020 Special Master Report as well as the July 8, 2020 Compliance Order.
2. The Borough's Final Judgment of Compliance and Repose shall remain in effect for ten (10) years, commencing on July 1, 2015 and Ending on July 1, 2025, during which time the Borough shall have immunity and repose from any and all Mount Laurel lawsuits, including, but not limited to "builder's remedy" lawsuits and constitutional compliance actions other than actions brought to enforce the terms of the Settlement Agreement or the Court's orders.
3. Unless specifically provided to the contrary herein, all of the provisions of the July 8, 2020 Compliance Order, to the extent not inconsistent herewith, shall remain in full force and effect as set forth therein.

FURTHER ORDERED that a copy of this Final Judgement of Compliance and Repose shall be served to all parties of record via eCourts, and on the Special Master by electronic mail.


Hon. Christine A. Farrington, J.S.C. ret'd/ t/a

Appendix D | Council Resolution No. 035-25
Committing to Fourth Round Obligation

Resolution of the Demarest Governing Body

Resolution No. 035-25

January 27, 2025

| Council Member | Motion | Second | Yes | No | Abstain | Absent |
|-----------------------|---------------|---------------|------------|-----------|----------------|---------------|
| Jiang | | ✓ | ✓ | | | |
| Fox | | | ✓ | | | |
| Marks | | | ✓ | | | |
| Slowikowski | ✓ | | ✓ | | | |
| Reiss | | | ✓ | | | |
| Collins | | | ✓ | | | |

**TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST, BERGEN COUNTY,
COMMITTING TO THE BOROUGH'S FOURTH ROUND AFFORDABLE HOUSING
OBLIGATION**

=====

WHEREAS, the Borough of Demarest, County of Bergen, State of New Jersey, (hereinafter the "Borough") has a demonstrated history of voluntary compliance with its constitutional affordable housing obligations and obtained a Third Round Judgment of Compliance and Repose thereby immunizing the Borough from builder remedy litigation until July 1, 2025, In Re Petition of the Borough of Demarest, Bergen County, Superior Court of New Jersey, Law Division, Bergen County, Docket No.: BER-L-6301-15; and

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L. 2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter "Amended FHA"); and

WHEREAS, the Amended FHA abolished the Council on Affordable Housing, also known as COAH, and delegated its responsibilities to the New Jersey Department of Community Affairs (hereinafter "DCA"), the New Jersey Housing and Mortgage Finance Agency, and the Affordable Housing Dispute Resolution Program (hereinafter "Program"), created by the same law; and

WHEREAS, the Amended FHA requires the DCA to calculate non-binding estimates of fair share obligations on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 ("DCA Report") wherein it reported its estimate of the obligation for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA employed three (3) factors to allocate the Regional Need to each applicable municipality: equalized non-residential valuation, income capacity, and land capacity; and

WHEREAS, the DCA Report calculates the Round 4 (2025-2035) obligation of the Borough as follows: a Present Need or Rehabilitation Obligation of 0 and a Prospective Need or New Construction Obligation of 106; and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Round 4 affordable housing obligations; and

WHEREAS, the Amended FHA further provides that “[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions” (N.J.S.A. 52:27D-311(m)); and

WHEREAS, COAH regulations authorize vacant land adjustments, durational adjustments, windshield surveys and other adjustments; and

WHEREAS, Borough employees and professionals have reviewed the lands identified by the DCA for the land capacity factor with respect to the MOD-IV Property Tax List data, construction permit data, land use board approvals, configuration, and accessibility to ascertain whether these identified developable lands may accommodate development, and

WHEREAS, while the Borough does not challenge the methodology to determine the Borough’s Round 4 affordable housing obligations, the Borough believes that a recalculation of the Land Capacity Factor was necessary in order to account for land use data errors in the DCA’s calculation that identified five (5) developable areas within the Borough when only one (1) areas are developable; and

WHEREAS, after excluding lands that were inaccurately determined by the DCA to be developable, the Borough calculated its Round 4 obligation to include a Present Need or Rehabilitation Obligation of 0 and a Prospective Need or New Construction Obligation of 94. The basis for that conclusion is attached hereto as Exhibit A; and

WHEREAS, the Amended FHA provides the “municipality’s determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7” of the Act; and

WHEREAS, the Borough’s calculation of its Round 4 obligation was calculated in accordance with sections 6 and 7 of the Amended FHA and is therefore entitled to a presumption of validity; and

WHEREAS, the Borough reserves the right to comply with any additional amendments to the FHA that the Legislature may enact; and

WHEREAS, the Borough also reserves the right to adjust its position in the event of any rulings in the Montvale case (MER-L-1778-24) or any other such litigation or legislative action that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in the event that a third party challenges the calculations provided for in this Resolution, the Borough reserves the right to take such position as it deems appropriate in response thereto, including that its Round 4 Present or Prospective Need Obligations should be lower than described herein; and

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the Borough’s Round 4 Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish, for example, unchallenged numbers by default on March 1, 2025; and

WHEREAS, in light of the above, the Mayor and Borough Council of the Borough of Demarest finds that it is in the best interest of the Borough to declare its modifications to the obligations reported by the DCA on October 18, 2024, subject to the reservations set forth herein; and

WHEREAS, in addition to the above, the Acting Administrative Director of the Administrative Office of the Court issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the FHA shall file an action in the form of a declaratory judgment complaint in the county in which the municipality is located... “within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner”; and

WHEREAS, the Borough seeks a certification of compliance with the FHA through participation in the Program and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED on this 27 day of January, 2025 by the Mayor and Borough Council of the Borough of Demarest, Bergen County, New Jersey as follows:

1. All of the above Whereas Clauses are incorporated into the operative clauses of this resolution.

2. For the reasons set forth in this resolution, the Borough of Demarest hereby accepts the DCA methodology and commits to a modified Round 4 Present Need Obligation of 0 units and Prospective Need Obligation of 94 units based on the calculations set forth in Exhibit A, subject to all reservations of rights set forth above.

3. The Borough of Demarest hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint in Bergen County within 48 hours after adoption of this resolution, attaching this resolution.

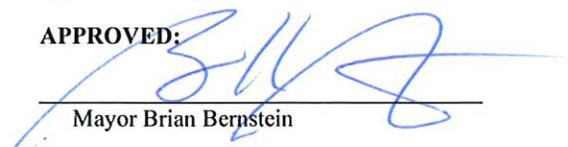
4. The Borough of Demarest authorizes its Affordable Housing Counsel to attach this resolution as an exhibit to the declaratory judgment action that is filed and to submit and/or file this resolution with the Program or any other such entity as may be determined to be appropriate.

5. The Borough of Demarest hereby directs its Borough Clerk to post this resolution on the Borough website within 48 hours after adoption of this resolution.

6. The Borough of Demarest shall undertake all acts necessary to adopt a housing element and fair share plan to address its present and prospective need obligations as provided for by the Amended FHA, for filing by June 30, 2025 as part of the declaratory judgment action authorized herein.

7. This resolution shall take effect immediately, according to law.

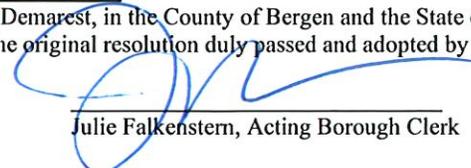
APPROVED:



Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 27, 2025



Julie Falkenstern, Acting Borough Clerk

Appendix E | 2025 Complaint for a Declaratory Judgment of Compliance

Wendy R. Quiroga, Esq. (ID# 029772002)
WEINER LAW GROUP LLP
629 Parsippany Road
Parsippany, NJ 07054
(973) 403-1100
Attorneys for Plaintiff Borough of Demarest
Our File No.: DEM001
5215166.1

IN THE MATTER OF THE
APPLICATION OF THE
BOROUGH OF DEMAREST, COUNTY
OF BERGEN, STATE OF NEW JERSEY

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.:

**COMPLAINT FOR A
DECLARATORY JUDGMENT OF
COMPLIANCE WITH THE FAIR
HOUSING ACT**

Plaintiff, Borough of Demarest, a municipal corporation and body politic organized under the laws of the State of New Jersey (hereinafter, “Demarest” or the “Borough”), with offices located at 118 Serpentine Road, Borough of Demarest, County of Bergen, State of New Jersey, by way of this Declaratory Judgment Action (“DJ Action”) as authorized under Directive #14-24 of the Administrative Office of the Courts alleges and says:

Background

1. The Borough of Demarest is a municipal corporation of the State of New Jersey.
2. The Planning Board of the Borough of Demarest (hereinafter, “Planning Board”) is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., (“MLUL”), and, among other duties and obligations, is responsible for adopting the Housing Element and Fair Share Plan (“HEFSP”) of the Borough’s Master Plan.
3. Through this DJ Action, the Borough seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable Housing Alternative Dispute Resolution Program (the “Program”) pursuant to P.L.

2024, c.2 (hereinafter, the “Act”) and the Court, pursuant to Directive #14-24; (b) to have the Program and the Court approve the Borough of Demarest’s Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Borough, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve a Housing Element and Fair Share Plan (“HEFSP”) to be adopted by the Planning Board and endorsed by the Council and issue a “Compliance Certification” pursuant to the Act or other similar declaration such as a judgment of compliance and repose; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Demarest’s immunity from all exclusionary zoning litigation, including builder’s remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of Fourth Round, *i.e.*, through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Borough receive and obtain all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT 1
ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C.2

4. The Borough of Demarest repeats and realleges each and every allegation as set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 *et seq.*

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, “COAH”), and replaced it with seven retired, on recall judges designated as the Program. Among other things, the Act authorized the Director of the Administrative Office of the

Courts, (hereinafter, respectively, “Director” and “AOC”) to create a framework to process applications for a compliance certification.

7. On or about December 13, 2024, the Director issued Directive #14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a declaratory judgment complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality’s adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

8. The Borough adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this DJ Action as **Exhibit 1**.

9. Based on the foregoing, the Borough has established the jurisdiction of the Program and the Court in regard to this DJ Action for a compliance certification as set forth hereinafter.

WHEREFORE, the Borough of Demarest seeks a declaratory judgment for the following relief:

- a. Declaring that the Borough has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of the Borough under the Act;
- c. Declaring the approval of the Borough’s HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Borough Council, including, as

appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

- d. Declaring that the Borough continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive #14-24 to the Borough of Demarest for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT II
**DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE
BOROUGH OF DEMAREST**

10. The Borough repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

11. The Act adopted the methodology to calculate every municipality’s present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

12. The Act directed the Department of Community Affairs (“DCA”) to apply the methodology and to render a non-binding calculation of each municipality’s present and prospective affordable housing obligations to be contained in a report to be issued not later than October 20, 2024.

13. The DCA issued its report on October 18, 2024.

14. Pursuant to the October 18, 2024 report, the DCA calculated the Borough’s present and prospective affordable housing obligations as follows:

| PRESENT NEED (REHABILITATION OBLIGATION) | FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035) |
|---|---|
| 0 | 106 |

15. The proposed non-binding Present Need obligation, also known as the rehabilitation obligation, represents the number of substandard existing deficient housing units in the municipality currently occupied by low- and moderate-income (“LMI”) households.

16. The proposed non-binding Prospective Need obligation, is calculated as a share of the region in which the municipality is located.

17. Region 1, in which the Borough of Demarest is located, includes Bergen, Hudson, Passaic and Sussex Counties.

18. As established by the Act, the regional Prospective Need is calculated by establishing the increase in households in the region between the 2020 and 2010 federal decennial Census, and dividing the household change increase by 2.5 to estimate the number of low- and moderate- income households (and the number of homes needed to address same).

19. Regional Prospective Need is allocated across the region by applying three factors:
 - a. Equalized Nonresidential Valuation;
 - b. Income Capacity; and
 - c. Land Capacity.

20. Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a “binding resolution” determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

21. On January 27, 2025, the Borough Council of the Borough of Demarest (the “Borough Council”) adopted Resolution #035-25, accepting the Present Need obligation of 0 units and setting forth a Prospective Need obligation of 94 units as its Fourth Round (2025 to 2035) affordable housing obligation. A true and accurate copy of Resolution #035-25 is attached hereto as **Exhibit 1**.

22. The Borough does not challenge the methodology utilized by the DCA to determine the Borough’s Fourth Round affordable housing obligations, but Borough employees and professionals have reviewed the lands identified by the DCA for the Land Capacity Factor with respect to the MOD-IV Property Tax List data, construction permit data, land use board approvals, configuration, and accessibility to ascertain whether these identified developable lands may accommodate development, and believes that a recalculation of the Land Capacity Factor was necessary in order to account for land use data errors in the DCA Report’s calculation that identified five (5) developable areas within the Borough when only one (1) area is developable.

23. Based on the review of the DCA Report and findings made by the Borough Planner, as supported by the Borough Planner’s report which is attached to Resolution #035-25 and incorporated herein as **Exhibit 2**, the Borough Council adopted a binding resolution determining

a reduced municipal Prospective Need obligation of 94 based on a recalculation of the Land Capacity Factor, reducing the amount of developable areas in the Borough from five (5) to one (1).

24. Per the methodology set forth in the DCA Report, the lands to be excluded from the calculation of “developable land” pursuant to statute were, including but not limited to, the following:

- a. Road rights-of-way;
- b. Non-vacant land developed for residential, commercial, industrial, apartment, railroad, or school use;
- c. Common open space associated with planned residential development;
- d. Detention basins;
- e. Utility rights of way;
- f. Landfills;
- g. Open space and preserved farmland;
- h. Environmentally constrained areas, including Category 1 waterways and wetlands and associated buffers based on special resource area restrictions, steep slopes exceeding 15%, and open waters;
- i. Areas less than 2,500 square feet (presuming a 25 by 100 foot area could be developable).

25. The Borough Planner’s Report appended to Resolution #035-25, and included herewith as **Exhibit 2**, determined that the Land Capacity Factor for the Borough of Demarest must be adjusted from 2.939 acres to 0.481 acre, and sets forth the specific properties being removed from the Borough of Demarest’s Developable Acreage and the reason for that removal.

26. Based on the aforementioned properties being removed from the calculation of the developable acreage within the Borough, the Borough recalculated the total developable acreage, thus reducing the Prospective Need obligation from 106 units to 94 units.

27. Demarest seeks the approval of and confirmation by the Program and the Court of the Present and Prospective affordable housing obligations as set forth in the binding resolution attached hereto and made a part hereof as **Exhibit 1** or the adjustment of those obligations consistent with the Act and the applicable COAH regulations.

28. Pursuant to the binding resolution, the Borough of Demarest reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

29. The Borough's determination of its affordable housing obligation has the presumption of validity as the determination was established in accordance with N.J.S.A. 52:27D-304.2 and N.J.S.A. 52:27D-304.3.

WHEREFORE, the Borough of Demarest seeks a declaratory judgment for the following relief:

- a. Declaring that the Borough has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of Demarest under the Act;
- c. Declaring the approval of the Borough's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as

- appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;
- d. Declaring that the Borough continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive #14-24 to the Borough for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT III
HOUSING ELEMENT AND FAIR SHARE PLAN

30. The Borough of Demarest repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

31. Pursuant to the Act, a Housing Element and Fair Share Plan (hereinafter, (“HEFSP”) must be prepared, adopted by the Planning Board and endorsed by the municipality by June 30, 2025.

32. Demarest hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 3) adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Borough of Demarest seeks a declaratory judgment for the following relief:

- a. Declaring that Demarest has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing need as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of Demarest under the Act;
- c. Declaring the approval of Demarest’s HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate

- and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;
- d. Declaring that the Borough of Demarest continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive #14-24 to the Borough of Demarest for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT IV
CONFIRMATION OF IMMUNITY

33. The Borough of Demarest repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

34. Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations affordable housing

obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

35. The Borough of Demarest has met the deadline for the adoption and filing of its binding resolution (and the filing of this DJ Action in accordance with Directive #14-24) not later than January 31, 2025 by adopting the binding resolution attached to this DJ Action as **Exhibit 1**, and has committed to the adoption of its HEFSP by June 30, 2025.

WHEREFORE, the Borough of Demarest seeks a declaratory judgment for the following relief:

- a. Declaring that the Borough has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of Demarest under the Act;
- c. Declaring the approval of the Borough's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving

affordable housing obligations; and/or (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

- d. Declaring that the Borough continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive #14-24 to Demarest for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

WEINER LAW GROUP, LLP
Attorneys for Plaintiff, Borough of
Demarest

By: /s/ Wendy R. Quiroga
Wendy R. Quiroga, Esq.

Dated: January 29, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Wendy R. Quiroga, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Weiner Law Group, LLP, attorneys for plaintiff, Borough of Demarest.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.
3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WEINER LAW GROUP, LLP
Attorneys for Plaintiff, Borough of
Demarest

By: /s/ Wendy R. Quiroga
Wendy R. Quiroga, Esq.

Dated: January 29, 2025

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Wendy R. Quiroga, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Weiner Law Group, LLP, attorneys for plaintiff, Borough of Demarest.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WEINER LAW GROUP, LLP
Attorneys for Plaintiff, Borough of
Demarest

By: /s/ *Wendy R. Quiroga*
Wendy R. Quiroga, Esq.

Dated: January 29, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Wendy R. Quiroga, Esq., attorney for Plaintiff, Borough of Demarest is designated as trial counsel in the above captioned matter.

WEINER LAW GROUP, LLP
Attorneys for Plaintiff, Borough of
Demarest

By: /s/ *Wendy R. Quiroga*
Wendy R. Quiroga, Esq.

Dated: January 29, 2025

Exhibit 1

Resolution of the Demarest Governing Body

Resolution No. 035-25

January 27, 2025

| Council Member | Motion | Second | Yes | No | Abstain | Absent |
|-----------------------|---------------|---------------|------------|-----------|----------------|---------------|
| Jiang | | ✓ | ✓ | | | |
| Fox | | | ✓ | | | |
| Marks | | | ✓ | | | |
| Slowikowski | ✓ | | ✓ | | | |
| Reiss | | | ✓ | | | |
| Collins | | | ✓ | | | |

TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST, BERGEN COUNTY, COMMITTING TO THE BOROUGH’S FOURTH ROUND AFFORDABLE HOUSING OBLIGATION

=====

WHEREAS, the Borough of Demarest, County of Bergen, State of New Jersey, (hereinafter the “Borough”) has a demonstrated history of voluntary compliance with its constitutional affordable housing obligations and obtained a Third Round Judgment of Compliance and Repose thereby immunizing the Borough from builder remedy litigation until July 1, 2025, In Re Petition of the Borough of Demarest, Bergen County, Superior Court of New Jersey, Law Division, Bergen County, Docket No.: BER-L-6301-15; and

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L. 2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter “Amended FHA”); and

WHEREAS, the Amended FHA abolished the Council on Affordable Housing, also known as COAH, and delegated its responsibilities to the New Jersey Department of Community Affairs (hereinafter “DCA”), the New Jersey Housing and Mortgage Finance Agency, and the Affordable Housing Dispute Resolution Program (hereinafter “Program”), created by the same law; and

WHEREAS, the Amended FHA requires the DCA to calculate non-binding estimates of fair share obligations on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 (“DCA Report”) wherein it reported its estimate of the obligation for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA employed three (3) factors to allocate the Regional Need to each applicable municipality: equalized non-residential valuation, income capacity, and land capacity; and

WHEREAS, the DCA Report calculates the Round 4 (2025-2035) obligation of the Borough as follows: a Present Need or Rehabilitation Obligation of 0 and a Prospective Need or New Construction Obligation of 106; and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Round 4 affordable housing obligations; and

WHEREAS, the Amended FHA further provides that “[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions” (N.J.S.A. 52:27D-311(m)); and

WHEREAS, COAH regulations authorize vacant land adjustments, durational adjustments, windshield surveys and other adjustments; and

WHEREAS, Borough employees and professionals have reviewed the lands identified by the DCA for the land capacity factor with respect to the MOD-IV Property Tax List data, construction permit data, land use board approvals, configuration, and accessibility to ascertain whether these identified developable lands may accommodate development, and

WHEREAS, while the Borough does not challenge the methodology to determine the Borough’s Round 4 affordable housing obligations, the Borough believes that a recalculation of the Land Capacity Factor was necessary in order to account for land use data errors in the DCA’s calculation that identified five (5) developable areas within the Borough when only one (1) areas are developable; and

WHEREAS, after excluding lands that were inaccurately determined by the DCA to be developable, the Borough calculated its Round 4 obligation to include a Present Need or Rehabilitation Obligation of 0 and a Prospective Need or New Construction Obligation of 94. The basis for that conclusion is attached hereto as Exhibit A; and

WHEREAS, the Amended FHA provides the “municipality’s determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7” of the Act; and

WHEREAS, the Borough’s calculation of its Round 4 obligation was calculated in accordance with sections 6 and 7 of the Amended FHA and is therefore entitled to a presumption of validity; and

WHEREAS, the Borough reserves the right to comply with any additional amendments to the FHA that the Legislature may enact; and

WHEREAS, the Borough also reserves the right to adjust its position in the event of any rulings in the Montvale case (MER-L-1778-24) or any other such litigation or legislative action that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in the event that a third party challenges the calculations provided for in this Resolution, the Borough reserves the right to take such position as it deems appropriate in response thereto, including that its Round 4 Present or Prospective Need Obligations should be lower than described herein; and

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the Borough’s Round 4 Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish, for example, unchallenged numbers by default on March 1, 2025; and

WHEREAS, in light of the above, the Mayor and Borough Council of the Borough of Demarest finds that it is in the best interest of the Borough to declare its modifications to the obligations reported by the DCA on October 18, 2024, subject to the reservations set forth herein; and

WHEREAS, in addition to the above, the Acting Administrative Director of the Administrative Office of the Court issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the FHA shall file an action in the form of a declaratory judgment complaint in the county in which the municipality is located... "within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner"; and

WHEREAS, the Borough seeks a certification of compliance with the FHA through participation in the Program and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED on this 27 day of January, 2025 by the Mayor and Borough Council of the Borough of Demarest, Bergen County, New Jersey as follows:

1. All of the above Whereas Clauses are incorporated into the operative clauses of this resolution.

2. For the reasons set forth in this resolution, the Borough of Demarest hereby accepts the DCA methodology and commits to a modified Round 4 Present Need Obligation of 0 units and Prospective Need Obligation of 94 units based on the calculations set forth in Exhibit A, subject to all reservations of rights set forth above.

3. The Borough of Demarest hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint in Bergen County within 48 hours after adoption of this resolution, attaching this resolution.

4. The Borough of Demarest authorizes its Affordable Housing Counsel to attach this resolution as an exhibit to the declaratory judgment action that is filed and to submit and/or file this resolution with the Program or any other such entity as may be determined to be appropriate.

5. The Borough of Demarest hereby directs its Borough Clerk to post this resolution on the Borough website within 48 hours after adoption of this resolution.

6. The Borough of Demarest shall undertake all acts necessary to adopt a housing element and fair share plan to address its present and prospective need obligations as provided for by the Amended FHA, for filing by June 30, 2025 as part of the declaratory judgment action authorized herein.

7. This resolution shall take effect immediately, according to law.

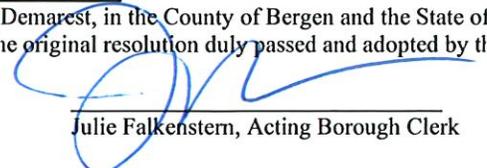
APPROVED:



Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 27, 2025



Julie Falkenstern, Acting Borough Clerk

Exhibit 2

Shelbourne at Hunterdon
53 Frontage Road, Suite 110
Hampton, New Jersey 08827
Main: 877 627 3772



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& Design

Memorandum

To: Julie Falkenstern, Borough Administrator, Borough of Demarest
From: Darlene A. Green, PP, AICP
Date: January 21, 2025
Subject: Review and Findings of DCA Land Capacity Analysis GIS Data
Project No.: DEB-005B

This office serves as the Planner for the Borough of Demarest. On March 20, 2024, the Governor signed Bill A4, referred to as P.L. 2024, c.2. This new law modifies the Fair Housing Act, specifically N.J.S.A. 52:27D-304.3, which concerns the methodology to determine the prospective (Fourth Round) affordable housing obligation.

Three factors are employed to allocate the Regional Need to each applicable community – equalized non-residential valuation, income capacity, and land capacity. N.J.S.A. 52-27D-304.3c.(4) describes the land capacity factor and the steps to determine developable land. The law requires the use of the “land use/land cover data” most recently published by the Department of Environmental Protection (“DEP”) as one of the analysis inputs.

P.L. 2024, c.2. tasked the Department of Community Affairs (“DCA”) with calculating the Fourth Round affordable housing obligations. DCA released a report entitled [Affordable Housing Obligation for 2025-2035 \(Fourth Round\) Methodology and Background \(DCA Report\)](#).¹ This report describes the steps taken to compute the Fourth Round Obligation. Page 15 of the report states “The datasets mandated for use by the legislation have significant limitations in their use. The LULC data reflect a geographic depiction of the classification system established by the U.S. Geological Survey (Anderson Codes) and modified by DEP. Based on aerial imagery from 2020, land areas are identified by category to reflect uses and coverages.”

P.L. 2024, c.2. also modified N.J.S.A. 52:27D-304.1 regarding requirements, specifically subsection a. which states “Each municipality shall determine its municipal present and prospective need obligations...and may take into consideration the calculations in the report published by the department...”

The DCA Report was released on October 18, 2024. It was accompanied by a detailed spreadsheet illustrating the various calculations used in determining the Fourth Round affordable housing obligations. The spreadsheet includes a tab for each of the three allocation factors (land capacity,

¹ https://www.nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf



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& Design

equalized non-residential valuation, and income capacity). However, the spreadsheet only noted an aggregated acreage value for each town. Detailed Geographic Information Systems ("GIS") mapping illustrating the location of the developable areas was not released until November 27, 2024. The timing of the production of the GIS data has made this exercise more difficult and on a rushed timeline.

Moreover, the link to the DCA GIS data², which includes a description section includes the following language:

"The land areas identified in this dataset are based on an the best available data using publicly available data enumerated in N.J.S.A. 52:27D-304.3c.(4) to estimate the area of developable land, within municipal and regional boundaries, that may accommodate development. **It is important to note that the identified areas could be over or under inclusive depending on various conditions and that municipalities are permitted to provide more detailed mappings as part of their participation in the Affordable Housing Dispute Resolution Program.**" (emphasis added)

This office was tasked with reviewing the detailed GIS mapping for accuracy. On or about December 2, 2024, this office downloaded the GIS data prepared by the DCA.³ The DCA data was then overlaid with Borough parcels, publicly-available environmental constraints data, mapped environmental data from site plan applications, and mapped conservation easements.

The DCA GIS data identifies 5 areas within the Borough as developable. These areas total 2.939 acres according to the GIS data. Each area has been assigned a unique "ObjectID" or identification number by DCA. The table attached as **Exhibit A** lists each area's identification number (see column "DCA ObjectID"), weighted acres, vacant acres, and municipal total identified by DCA.⁴ Our office then added a column to identify the block(s) and lot(s) each area encompasses. We then reviewed each identified area to confirm if it was developable. To the extent an area was not objectively developable, it was removed from the inventory. Our detailed findings for each of the 5 identified areas is provided under "Findings/Comments". Finally, the table contains a column labeled "Adjusted Developable Acres" based upon the results of our area-by-area analysis.

The locations of the 5 identified areas can be viewed in the "Environmental Constraints with NJDCA Land Capacity Analysis Results" maps attached as **Exhibit B** and **Exhibit C**.

This detailed evaluation reveals that DCA's analysis is over inclusive and only one of the 5 identified areas are developable. The one area encompasses 0.481 acres. Therefore, the Borough of Demarest's developable acreage is 0.481 acres, not 2.939 acres. When this corrected acreage data is entered into DCA's excel spreadsheet⁵ the Borough's Land Capacity Factor is amended from 0.15%

² <https://njdca-data-hub-njdca.hub.arcgis.com/datasets/land-capacity-analysis-for-p-l-2024-c-2/about>

³ Ibid.

⁴ Note that the DCA GIS attribute table labels this column as "vacant acres" not developable acres.

⁵ https://www.nj.gov/dca/dlps/4th_Round_Numbers.shtml

Project No. DEB-005B
 January 21, 2025
 Page 3 | 3



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to 0.02%. The Borough's Average Allocation Factor decreases from 0.38% to 0.34% and, accordingly, Demarest's Fourth Round Obligation is adjusted from 106 to 94.

The below table illustrates the revisions to the allocation factors and Fourth Round Prospective Need Obligation as a result of our analysis.

| Allocation Factor/Prospective Need | DCA Calculation | Proposed Revision |
|--|-----------------|-------------------|
| Land Capacity Factor | 0.15% | 0.02% |
| Equalized Non-residential Valuation Factor | 0.03% | 0.03% |
| Income Capacity Factor | 0.96% | 0.96% |
| Average Allocation Factor | 0.38% | 0.34% |
| Prospective Need Obligation | 106 | 94 |

DCA's land capacity analysis followed the steps outlined in P.L. 2024, c.2 (N.J.S.A. 52-27D-304.3c.(4)) to determine land capacity. As described above, the base layer of information was the land use/land cover data prepared by DEP, which is based on aerial imagery from 2020. Our review of the data for the Borough of Demarest reveals the following shortcomings with the GIS analysis prepared by the DCA:

- It does not capture conservation easements.
- It is blind to block and lot lines and identifies portions of existing developed sites as developable. Many of these instances occur in rear and side yard setback areas.
- It fails to account for street frontage.

These issues are illustrated in **Exhibit B** and **Exhibit C**. Furthermore, supplemental documentation regarding specific sites' conservation easements is provided in **Exhibit D**.

Demarest does not dispute the DCA's calculation for Equalized Non-residential Valuation or Income Capacity. Thus, the Borough is accepting the DCA analysis, but for the corrections to the Land Capacity Factor described in this memorandum. Correcting the Land Capacity Factor yields a Fourth Round Prospective Need Obligation of 94, not 106.

cc: Wendy Rubinstein Quiroga, Esq., Special Affordable Housing Counsel

Exhibit A

Borough of Demarest: DCA Land Capacity Factor Analysis

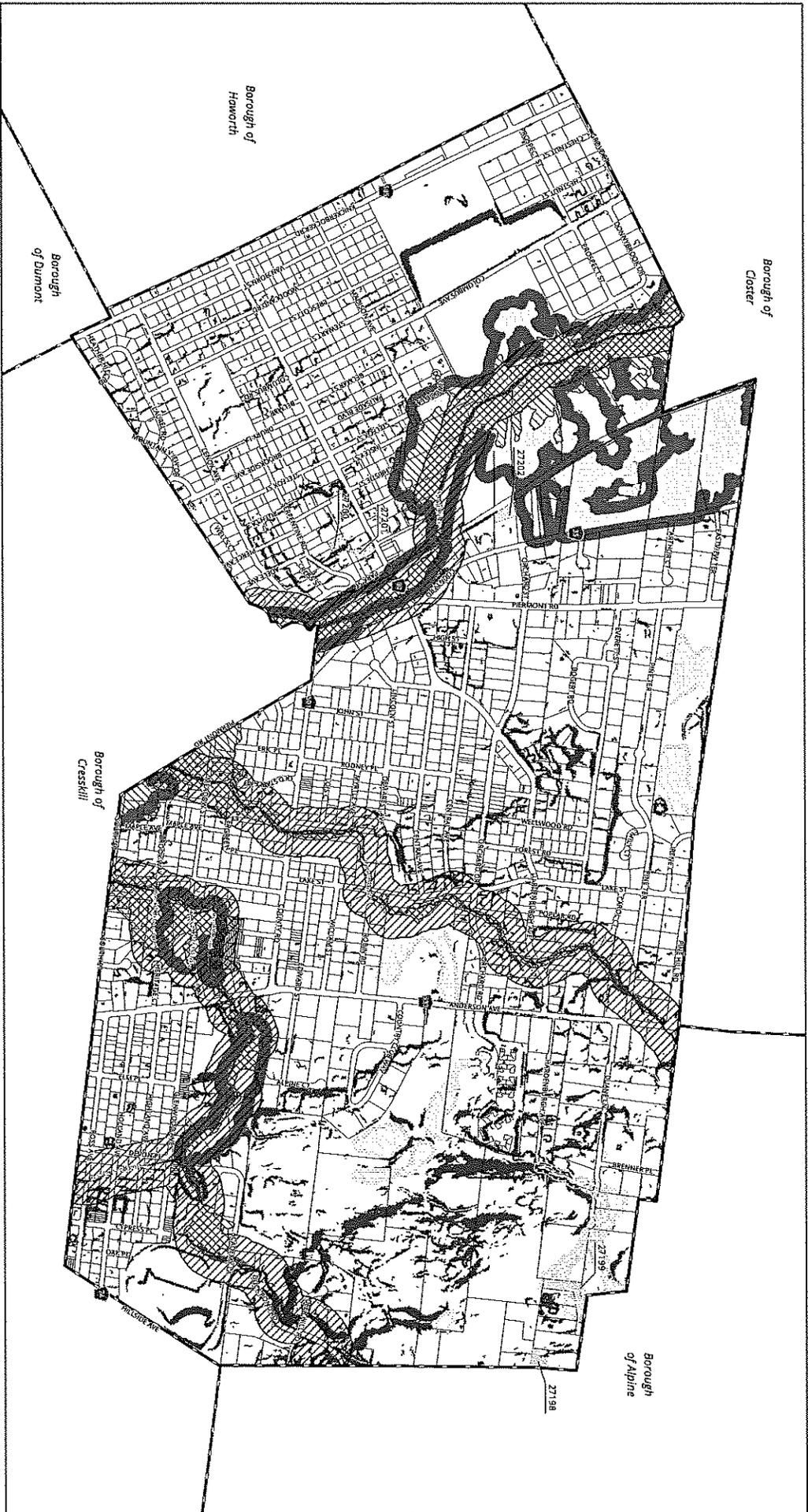
| DCAObjectID | Weighted Acres | Vacant Acres* | Municipal Total | Block(s) / Lot(s) | Findings/Comments | Adjusted Developable Acres |
|--------------|-----------------|-----------------|-----------------|-------------------|--|----------------------------|
| 27198 | 0.431181 | 0.431181 | 2.939052 | B120, L1.055 | The identified area is constrained by environmental features, including wetlands and associated transition/riparian area. These environmental features are not on mapped or publicly available GIS data, but were sourced from a recorded Conservation Restriction/Easement. Identified area is not developable. | 0.000 |
| 27199 | 1.159588 | 1.159588 | 2.939052 | B120, L1.051 | A majority of the identified area is constrained by environmental features, including a stream and associated 50-foot buffer, wetlands and associated 50-foot transition area, and steep slopes. Only 1,079 square feet in the northern corner is free of environmental limitations. Identified area is not developable. | 0.000 |
| 27200 | 0.23977 | 0.23977 | 2.939052 | B23, L23 | No street frontage. Identified area is not developable. | 0.000 |
| 27201 | 0.557226 | 0.557226 | 2.939052 | B23, L13 & 17.02 | 0.481 acres (20,935.4 square feet) are located on Block 23, Lot 13, which is developable. 0.076 acres (3,305.7 square feet) are located on Block 23, Lot 17.02, which does not have street frontage. The 0.076 acres on Lot 17.02 are not developable; the developable acres must be reduced to 0.481 acres. | 0.481 |
| 27202 | 0.551287 | 0.551287 | 2.939052 | B19, L5 | This is the rear yard of an existing developed property. Identified area is not developable. | 0.000 |
| Total | 2.939052 | 2.939052 | | | | 0.481 |

* The DCA GIS attribute table labels this column as "vacant acres", not developable acres.

Exhibit B

**ENVIRONMENTAL CONSTRAINTS WITH
NJDCa LAND CAPACITY ANALYSIS RESULTS**

BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY
December 5, 2024
DEB005B



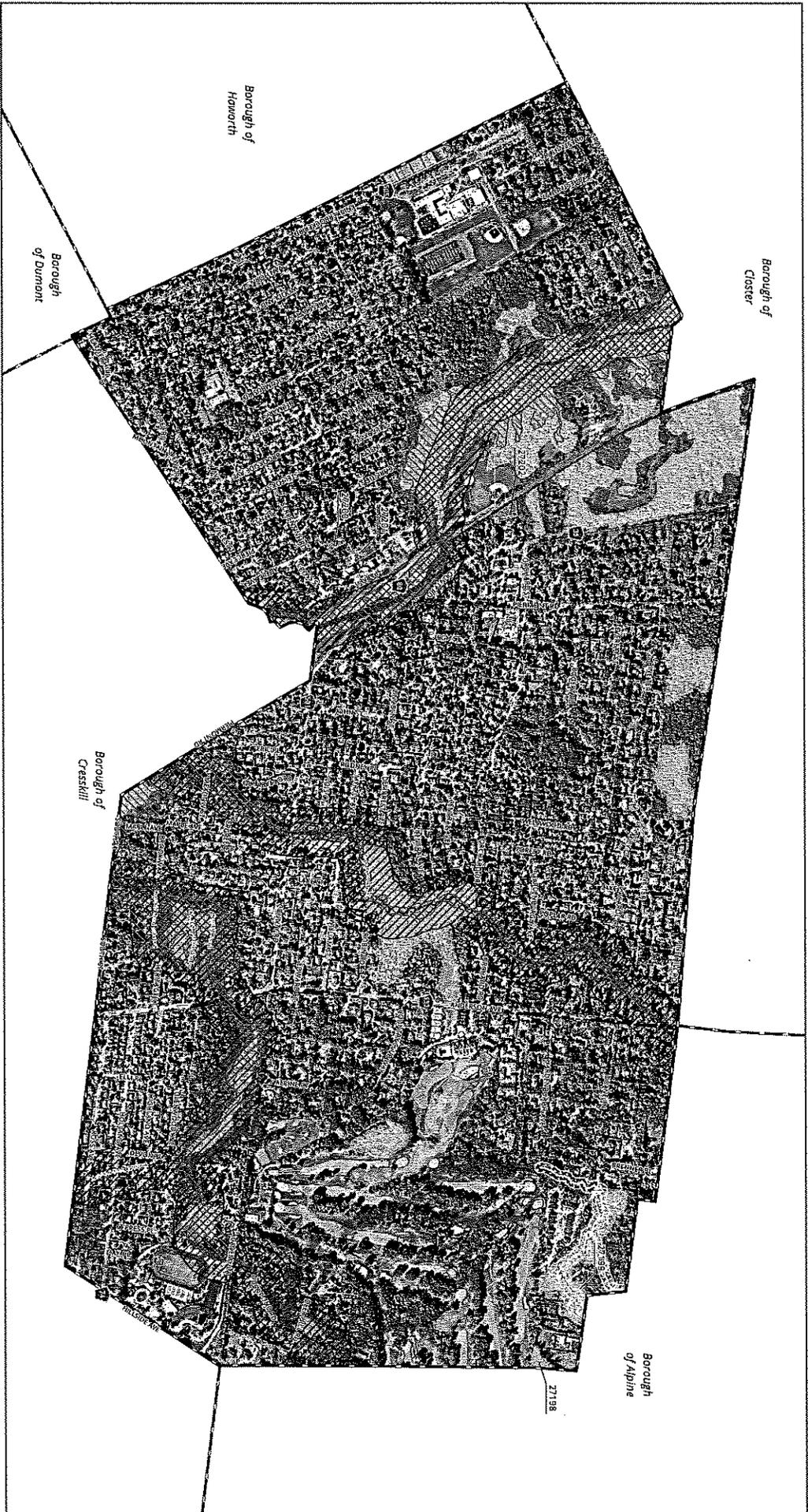
- Legend**
- Municipal Boundary
 - Parcels
 - NJDCa Land Capacity Analysis Results
 - Water Bodies
 - Category 1 (C1) Streams
 - Non-C1 Streams
 - 300-ft C1 Stream Buffer
 - 50-ft Riparian Zone
 - Wetlands
 - 50-ft Wetlands Buffer
 - 150-ft Wetlands Buffer
 - FEMA Special Flood Hazard Area
 - Areas with slopes 15% or greater



Exhibit C

ENVIRONMENTAL CONSTRAINTS WITH NJDCALAND CAPACITY ANALYSIS RESULTS

BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY
December 5, 2024
DE9005B



Legend

- Municipal Boundary
- Parcels
- NJDCALAND Capacity Analysis Results
- Water Bodies
- Category 1 (C1) Streams
- Non-C1 Streams
- 300-ft C1 Stream Buffer
- 50-ft Riparian Zone
- Wetlands
- 50-ft Wetlands Buffer
- 150-ft Wetlands Buffer
- FEMA Special Flood Hazard Area
- Areas with slopes 15% or greater



Exhibit D



09-004835.09 Deed
V Bk: 00012 Pg: 0662-0696 Rec. Fee \$380.00
Kathleen A. Donovan, Bergen County Clerk
Recorded 01/21/2009 02:26:23 PM

[Handwritten signature]

Prepared by: David M. Watkins

2
358
380

NJDEP File No.: 0200-06-0003.3, FWW 080001(GP6) and FWW 080002 (TAW)

GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Transition Area and Adjacent Wetlands)

This Grant of Conservation Restriction is made this day of *12/15/08*, by Sylco Investments # 11, LLC, whose address is c/o Kamson Corporation whose address is 270 Sylvan Avenue, Englewood Cliffs, New Jersey, Borough/Township, County of Bergen State of New Jersey, hereinafter referred to as "Grantor", in favor of the State of New Jersey Department of Environmental Protection, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Township/Borough of Demarest County of Bergen, New Jersey, designated as Lot(s) 1.051, 1.052, 1.053, 1.054 and 1.055, Block(s) 120 on the official Tax Map of the Township/Borough of Demarest County Clerk or Recorder's Deed Book Number 08981, Page Number 189 (hereinafter "the Property"); and

T.A. 107484

WHEREAS, the Grantor has obtained a Transition Area Waiver and General Permit No. 6, NJDEP File No. DLUR File No. 0200-06-0003.3, FWW 080001(GP6) and FWW 080002 (TAW), pursuant to the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq., and the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:7A, to modify the transition area and fill isolated wetlands, attached hereto as **Exhibit A**; and

WHEREAS, the Transition Area Waiver issued to the Grantor is conditioned upon the Grantor's recording of a Grantee approved deed restriction, pursuant to N.J.A.C. 7:7A-6.1, for the entire approved transition area and adjacent freshwater wetland (hereinafter the "Restricted Area") as shown on a plan, entitled Frick Estates-Section 1 & 2, General Permit No. 6 and Transition Area Waiver, prepared by Hubschman Engineering, dated 4/10/08, attached hereto as **Exhibit B** (hereinafter "the Plan"), and more particularly described on a legal description of the Restricted Area, attached hereto as **Exhibit C**; and

WHEREAS, wetlands play a significant role in the maintenance of environmental quality on a community, regional, and statewide level; and

WHEREAS, wetland transition areas are integral portions of a freshwater wetlands ecosystem; and

Return To:
Abstract Title Agency
P.O. Box 6217
Freehold, NJ 07728
Charge to Acct# _____

Grant of Conservation Restriction/Easement
November 2008

2

WHEREAS, the Grantee is authorized by N.J.S.A. 13:1D-9 to formulate comprehensive policies for the conservation of the natural resources, to promote environmental protection and prevent pollution of the environment of the State by N.J.S.A. 13:9B, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor, having the authority to do so, intends to enter into this Conservation Restriction in order to grant to the Grantee a Conservation Restriction / Easement on the Property to restrict subsequent development of the Restricted Area.

NOW THEREFORE, in consideration for the issuance of the Transition Area Waiver and for the valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Grantor hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee:

1. Grantor hereby conveys, transfers, assigns and grants to the Grantee a Conservation Restriction/ Easement with respect to that portion of the Property as designated as the Restricted Area as shown in **Exhibit B** and as described in **Exhibit C**.
2. The following activities shall not occur within the Restricted Area:
 - (a) Removal, excavation, or disturbance of the soil;
 - (b) Dumping or filling with any materials;
 - (c) Installation of structures;
 - (d) Placement of pavement;
 - (e) Destruction of plant life which would alter the existing pattern of vegetation;
 - (f) The use of fertilizers, herbicides or pesticides;
 - (g) Taking any action to alter the hydrology of the Restricted Area;
 - (h) Any other activities constituting a regulated activity under N.J.A.C. 7:7A2.6, as amended, ("Regulated activities in transition areas"); and
 - (i) Any other activities constituting a regulated activity under the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq. or N.J.A.C. 7:7A-2.2 (a) and 2 2 (b), as amended ("Regulated activities in freshwater wetlands and State open waters").

Grant of Conservation Restriction/Easement
November 2008

3

3. The boundaries of the Restricted Area shall be marked by an unobtrusive, semipermanent visual marker in a manner of the Grantee's choosing, and to the Grantee's satisfaction, within 30 days of recording this Deed. Examples include fence post, pipe in the ground, survey markers, or a shrub or tree line.
4. This Conservation Restriction / Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its successors and assigns, in perpetuity. The Grantor shall give notice of this deed restriction to all holders of any easements in the Restricted Area within 30 days of recording by the County Clerk.
5. It is the purpose of the Conservation Restriction / Easement to assure that the Restricted Area will be maintained as such and to prevent any disturbance or development of that portion of the Property. To carry out this purpose, the following rights are granted to the Grantee by this Conservation Restriction / Easement:
 - (a) To enter upon the Property in a reasonable manner and at reasonable times so as to assure compliance with the provisions of this Conservation Restriction / Easement; and
 - (a) In addition to the exercise of any other statutory or common law right, to enjoin any activity on, or use of, the Restricted Area that is inconsistent with the purpose of this Conservation Restriction / Easement and to enforce the restoration of such areas or features of the Restricted Area that may be damaged by inconsistent activity or use.
6. Grantor shall provide the Grantee telephonic and written notice of any transfer or change in ownership of any portion of the Restricted Area, including but not limited to the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.
7. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the Grantee determines that a breach, default or violation ("Violation") of this Conservation Restriction / Easement has occurred or that a Violation is threatened, the Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantor fails to cure the Violation after receipt of notice thereof from the Grantee, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee, fails to begin curing such Violation within the time period dictated by

Grant of Conservation Restriction/Easement
November 2008

4

the Grantee, or fails to continue diligently to cure such Violation until filially cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction:

- (a) to enjoin and/or cure such Violation,
 - (b) to enter upon the Restricted Area and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Restricted Area affected by such Violation to the condition that existed prior thereto, or
 - (c) to seek or enforce such other legal and/or equitable relief or remedies as the Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction / Easement.
8. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Restricted Area, the Grantee may pursue its remedies under paragraph 7 above without prior notice to Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction / Easement. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction / Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.
 9. Enforcement of the terms of this Conservation Restriction / Easement shall be at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Restriction / Easement in the event of any Violation by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent Violation or of any of the Grantee's rights under this Conservation Restriction / Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any Violation by Grantor shall impair such right or remedy or be construed as a waiver of such right or remedy.
 10. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Conservation Restriction / Easement against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

Grant of Conservation Restriction/Easement
November 2008

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11. The Grantee reserves the right to transfer, assign, or otherwise convey the Conservation Restriction / Easement to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Restricted Area.

12. Any notice, demand, request, consent, approval or communication under this Conservation Restriction / Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor: Sylco Investments #11, LLC whose address is c/o Kamson Corporation whose address is 270 Sylvan Avenue, Englewood Cliffs, New Jersey.

To the Grantee:

State of New Jersey
Department of Environment Protection
Division of Land Use Regulation
And its successors and assigns
As of this date of this Conservation Restriction / Easement, Grantee's address for the purposes of notice is:
501 East State Street
P.O. Box 439
Trenton, NJ 08625-0439
Attention: Director, Division of Land Use Regulation
(609) 984-3444

In addition, any notice relating to paragraph 6 shall be addressed as follows:

To the Department:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
And its successors and assigns
As of the date of this Conservation Restriction / Easement, Grantee's address for the purposes of notice relating to paragraph 6 is:
401 East State Street
P.O. Box 422
Trenton, NJ 08625-0422
Attention: Manager Coastal & Land Use Compliance & Enforcement
(609) 984-4587

Grant of Conservation Restriction/Easement
November 2008

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13. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.
14. The Grantor reserves to itself, its successors or assigns, all rights as owners of the Property, including the right to engage in all uses of the Restricted Area not inconsistent with the purpose of this Conservation Restriction / Easement and the right to manage the Restricted Area in accordance with the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq., and the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:7A, including but not limited to N.J.A.C. 7:7A-2.6(b) ("Non-regulated activities in transition area") and N.J.A.C. 7:7A-2.2(c) ("Non-regulated activities in freshwater wetlands and State open waters").
15. This instrument conveys no additional right of access by the general public to any portion of the Property.
16. The Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Restricted Area, including any required fencing of the Restricted Area, as stated or shown in **Exhibits A or B**. The Grantor shall be responsible for acts of its own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq.
17. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Restriction / Easement will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in any portion of the Property. Notwithstanding the failure of the Grantor to include the terms and restrictions of this instrument, it shall run with the land and be binding on all heirs, successors and assigns.
18. The Grantee agrees that it will assign its rights under this Conservation Restriction / Easement only to another governmental body or a charitable conservancy, and only in accordance with N.J.S.A. 13:8B-1 et seq. and N.J.S.A. 13:9B-1 et seq.
19. Notwithstanding anything contained herein to the contrary, any modification or termination of this Conservation Restriction / Easement shall require the prior written approval of the Grantee, its successor or assign.
20. This Conservation Restriction / Easement shall survive any merger of the fee and restriction interest in the Restricted Area.
21. In the event of a conflict between this Conservation Restriction / Easement and the final plans and specifications approved by the Grantee in writing pursuant to the Transition Area Waiver, the latter shall govern.

Grant of Conservation Restriction/Easement
November 2008

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22. Taxes, Insurance.

- a. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property and Restricted Area. Grantor shall keep the Property and Restricted Area free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- b. The Grantor agrees to pay any real estate taxes or other assessments levied on the Property and Restricted Area. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien against the land is created, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Property and Restricted Area or to take such other actions as may be necessary to protect the Grantee's interest in the Property and Restricted Area and to assure the continued enforceability of this Conservation Restriction / Easement.

23. Miscellaneous.

- a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction / Easement.
- b. If any provision of this Conservation Restriction / Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction / Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- c. This Conservation Restriction / Easement and the Transition Area Waiver set forth the entire agreement of the parties with respect to the Conservation Restriction / Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction / Easement shall be valid or binding unless contained in a writing executed by the parties hereto.
- d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction / Easement upon each Grantor shall be joint and several.
- e. The covenants, terms, conditions and restrictions of this Conservation Restriction / Easement shall be binding upon, and inure to the benefit of,

Grant of Conservation Restriction/Easement
November 2008

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the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.

f. The captions in this Conservation Restriction / Easement have been inserted solely for convenience of reference and are not a part of this Conservation Restriction / Easement and shall have no effect upon construction or interpretation.

g. Execution of this Conservation Restriction / Easement does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

h. This Conservation Restriction / Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

24. The Grantor reserves unto itself the right to undertake de minimis modifications of the Restricted Area that are approved by the Grantee. The Grantee may approve the modification under the following conditions and with the following documentation:

- a. The modification results in an increased level of protection of the regulated resource; or
- b. The modification results in equivalent areas of resources protected; and
- c. The modification does not compromise the original protected resource.

25. If the Grantee approves the Grantor's modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for review and approval:

- a. A revised plan and metes and bounds description for the area to be preserved under the modified Conservation Restriction / Easement (hereinafter the "Modification Documents"); and
- b. An Amended Conservation Restriction / Easement that reflects the modifications to the original Conservation Restriction / Easement, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction / Easement set forth in the Modification Documents.

Grant of Conservation Restriction/Easement
November 2008

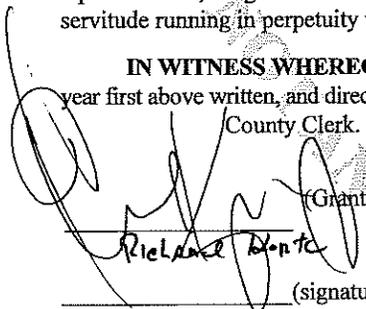
9

26. The Grantor shall record the documents listed in paragraph 25, above, in the same manner and place as this original Conservation Restriction / Easement was recorded.

27. This Grant of Conservation Restriction / Easement may only be removed pursuant to N.J.S.A. 13:8B-1 et seq.

TO HAVE AND TO HOLD unto the State of New Jersey, Department of Environmental Protection, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Restriction / Easement shall not only be binding upon the Grantor but also upon its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

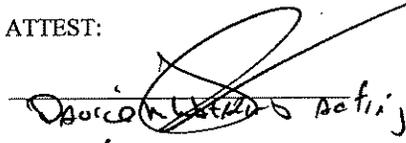
IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the County Clerk.



(Grantor)
Richard Monte

(signature names and title)

ATTEST:



Patricia, Secretary
(Seal)

UNOFFICIAL DOCUMENT

Grant of Conservation Restriction Easement

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STATE OF NEW JERSEY
COUNTY OF BERGEN

Be it remembered that on this 15th day of NOVEMBER, 2008, before me, the subscriber, a Notary Public of New Jersey, personally appeared: Richard Kuntz and he thereupon acknowledged that he signed the foregoing instrument (*in such capacity, that the seal affixed to said instrument is the corporate seal of said corporation*), and that said instrument is the voluntary act of deed of said person (*or corporation, made by virtue of authority from its Board of Directors*).

A Notary Public Margaret A. Vitale of NEW JERSEY

My Commission Expires: _____
MARGARET A. VITALE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 25, 2010

Attachments required: NJDEP Approved Transition Area Waiver
NJDEP Approved Restricted Area Plan Metes and Bounds
description schedule

MARGARET A. VITALE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 25, 2010

NOT AN OFFICIAL DOCUMENT



HUBSCHMAN ENGINEERING

ENGINEERS
SURVEYORS
PLANNERS

263A SOUTH WASHINGTON AVE., BERGENFIELD, NJ 07621 • (201) 384-5666 • FAX (201) 384-7968

DEED DESCRIPTION
WETLANDS TRANSITION AREA "D" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.052, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY

Beginning at a point on the northeasterly line of Lot 16.02, Block 120, said point being distant the following courses from a concrete monument at the easterly terminus of Duane Lane (50.00 foot right-of-way), said monument being on the centerline of Duane Lane at said terminus and running thence:

- A) South 44 Degrees 03 Minutes 15 Seconds East, 527.40 feet, to a point on the northwesterly line of Lot 1.051, Block 120, thence;
- B) South 45 Degrees 51 Minutes 05 Seconds West, 362.89 feet, along said northwesterly line of Lot 1.051, Block 120, to a point on the northeasterly line of Lot 16.02, Block 120, thence;
- C) South 42 Degrees 23 Minutes 14 Seconds East, 90.00 feet, along said northeasterly line to a point on the southeasterly line of Lot 1.051, Block 120, and the point and place of beginning.
 1. North 47 Degrees 36 Minutes 46 Seconds East, 200.00 feet, along said southeasterly line of Lot 1.051, Block 120, to a point on the southerly line of Lot 1.051, Block 120, thence;
 2. South 77 Degrees 44 Minutes 28 Seconds East, 298.59 feet, along said southerly line of Lot 1.051, Block 120, to a point on the northwesterly line of Lot 1.053, Block 120, thence;
 3. South 47 Degrees 36 Minutes 46 Seconds West, 79.20 feet, along said northwesterly line of Lot 1.053, Block 120, to a point, thence;
 4. South 67 Degrees 15 Minutes 08 Seconds West 45.34 feet, into Lot 1.052, Block 120, thence;

**DEED DESCRIPTION
WETLANDS TRANSITION AREA "D" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.052, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY**

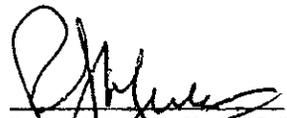
5. North 73 Degrees 16 Minutes 49 Seconds West, 26.19 feet, to a point, thence;
6. North 70 Degrees 11 Minutes 22 Seconds West, 28.00 feet, to a point of curvature, thence;
7. Along a curve to the right having a radius of 50.00 feet, an arc length of 20.75 feet, a delta angle of 23 Degrees 46 Minutes 53 Seconds, a chord bearing North 58 Degrees 17 Minutes 56 Seconds West, a chord distance of 20.60 feet, to a point of tangency, thence;
8. North 46 Degrees 24 Minutes 29 Seconds West, 46.60 feet, to a point, thence;
9. North 75 Degrees 58 Minutes 33 Seconds West, 49.03 feet, to a point of curvature, thence;
10. Along a curve to the right, having a radius of 50.00 feet, an arc length of 15.91 feet, a delta angle of 18 Degrees 14 Minutes 13 Seconds, a chord bearing North 66 Degrees 51 Minutes 26 Seconds West, a chord distance of 15.85 feet, to a point of tangency, thence;
11. North 57 Degrees 44 Minutes 20 Seconds West, 20.73 feet, to a point, thence
12. North 84 Degrees 48 Minutes 52 Seconds West, 15.17 feet, to a point, thence;

**DEED DESCRIPTION
WETLANDS TRANSITION AREA "D" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.052, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY**

13. South 35 Degrees 19 Minutes 25 Seconds West, 12.33 feet, to a point of curvature, thence;
14. South 09 Degrees 01 Minutes 33 Seconds East, 10.55 feet, to a point, thence;
15. South 29 Degrees 01 Minutes 25 Seconds West, 82.54 feet, to a point, thence;
16. South 45 Degrees 32 Minutes 27 Seconds West, 70.00 feet, to a point on the northeasterly line of Lot 16.02, Block 120, thence;
17. North 42 Degrees 23 Minutes 14 Seconds West 68.57 feet, along said northeasterly line of Lot 16.02, Block 120, to the point and place of beginning.

Containing 28,226.03 Square Feet / 0.648 Acres

Being further described on a certain map entitled "Final Plat, Lot 1.05, Block 120, Frick Estates - Section II, Borough of Demarest, Bergen County, New Jersey", prepared by Hubschman Engineering, P.A., about to be filed in the Bergen County Clerks Office.


Robert J. Mueller, PLS
January 11, 2008

**REVISED October 13, 2008
REVISED October 15, 2008**



HUBSCHMAN ENGINEERING

ENGINEERS
SURVEYORS
PLANNERS

263A SOUTH WASHINGTON AVE., BERGENFIELD, NJ 07621 • (201) 384-5666 • FAX (201) 384-7968

DEED DESCRIPTION
WETLANDS TRANSITION AREA "C" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.051, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY

Beginning at a point on the southwesterly line of Lot 1.07, Block 119, said point being distant South 44 Degrees 03 Minutes 15 Seconds East, 560.06 feet, from a concrete monument at the easterly terminus of Duane Lane (50.00 feet right-of-way), said monument being on the centerline of Duane Lane at said terminus and running thence:

1. South 44 Degrees 03 Minutes 15 Seconds East, 92.65 feet, along said southwesterly line to a point on the southerly line of Lot 1.07, Block 119, thence;
2. North 77 Degrees 01 Minutes 55 Seconds East, 72.32 feet, along said southerly line to a point on the southwesterly line of Lot 25.01, Block 55, in the Borough of Alpine said point being on the dividing line between the Borough of Alpine and the Borough of Demarest, thence;
3. South 43 Degrees 35 Minutes 00 Seconds East, 234.56 feet, along said southwesterly line of Lot 25.01, Block 55, and the municipal dividing line to a point, thence;
4. South 31 Degrees 37 Minutes 24 Seconds West 22.94 feet, into Lot 1.051, Block 120, and a point on the northerly line of Driveway Easement No. 2, thence;
5. South 83 Degrees 55 Minutes 36 Seconds West, 47.90 feet, along said northerly line to a point on the northeasterly line of Lot 1.053, Block 120, thence;
6. North 44 Degrees 03 Minutes 32 Seconds West, 28.57 feet, along said northeasterly line to a point on the northerly line of Lot 1.052, Block 120, thence;

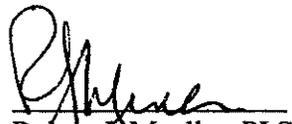
**DEED DESCRIPTION
WETLANDS TRANSITION AREA "C" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.051, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY**

7. North 77 Degrees 44 Minutes 28 Seconds West, 298.59 feet, along said northerly line to a point on the northwesterly line of Lot 1.052, Block 120, thence;
8. South 47 Degrees 36 Minutes 46 Seconds West, 200.00 feet, along said northwesterly line of Lot 1.052, Block 120, to a point on the northeasterly line of Lot 16.02, Block 120, lands of the Alpine Country Club, thence;
9. North 42 Degrees 23 Minutes 14 Seconds West, 90.00 feet, along said northeasterly line of Lot 16.02, Block 120, to a point on the southeasterly line of Lot 1.04, Block 120, thence;
10. North 45 Degrees 51 Minutes 05 Seconds East, 287.59 feet, along said southeasterly line of Lot 1.04, Block 120, to a point, thence;
11. North 79 Degrees 47 Minutes 44 Seconds East, 35.73 feet, into Lot 1.051, Block 120, thence;
12. North 59 Degrees 46 Minutes 29 Seconds East 35.73 feet, to a point of curvature, thence;
13. Along a curve to the right having a radius of 50.00 feet, an arc length of 11.70 feet, a delta angle of 13 Degrees 24 Minutes 20 Seconds, a chord bearing North 66 Degrees 28 Minutes 39 Seconds East, a chord distance of 11.67 feet, to the point and place of beginning.

**DEED DESCRIPTION
WETLANDS TRANSITION AREA "C" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.051, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY**

Containing 68,691.207 Square Feet / 1.577 Acres

Being further described on a certain map entitled "Final Plat, Lot 1.05, Block 120, Frick Estates - Section II, Borough of Demarest, Bergen County, New Jersey", prepared by Hubschman Engineering, P.A., about to be filed in the Bergen County Clerks Office.


Robert J. Mueller, PLS
January 11, 2008

REVISED October 15, 2008



HUBSCHMAN ENGINEERING

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**DEED DESCRIPTION
WETLANDS TRANSITION AREA "E" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.053, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY**

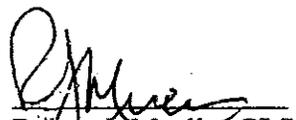
Beginning at a point on the southwesterly line of Lot 1.051, Block 120, said point being distant the following courses from a concrete monument at the easterly terminus of Duane Lane (50.00 feet right-of-way), said monument being on the centerline of Duane Lane at said terminus and running thence:

- A) South 44 Degrees 03 Minutes 15 Seconds East, 527.40 feet, to a point on the northwesterly line of Lot 1.051, Block 120, thence;
- B) South 45 Degrees 51 Minutes 05 Seconds West, 362.89 feet, along said northwesterly line to a point on the northeasterly line of Lot 16.02, Block 120, thence;
- C) South 42 Degrees 23 Minutes 14 Seconds East, 333.52 feet, along said northeasterly line of Lot 16.02, Block 120, and in part of the northeasterly line of Lot 17, Block 120, both being lands of the Alpine Country Club, to a point on the southeasterly line of Lot 1.052, Block 120, thence;
- D) North 47 Degrees 36 Minutes 46 Seconds East 372.77 feet, along said southeasterly line to the point and place of beginning and running thence;
 1. South 44 Degrees 03 Minutes 32 Seconds East, 28.57 feet, along a southwesterly line of Lot 1.051, Block 120, to a point, thence;
 2. South 67 Degrees 15 Minutes 08 Seconds West, 84.98 feet, through Lot 1.053, Block 120, along the northerly line of Driveway Easement No. 3, to a point on the southeasterly line of Lot 1.052, Block 120, thence;
 3. North 47 Degrees 36 Minutes 46 Seconds East, 79.20 feet, along said southeasterly line to the point and place of beginning.

**DEED DESCRIPTION
WETLANDS TRANSITION AREA "E" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.053, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY**

Containing 1,130.89 Square Feet / 0.026 Acres

Being further described on a certain map entitled "Final Plat, Lot 1.05, Block 120, Frick Estates - Section II, Borough of Demarest, Bergen County, New Jersey", prepared by Hubschman Engineering, P.A., about to be filed in the Bergen County Clerks Office.


Robert J. Mueller, PLS
January 11, 2008

REVISED October 15, 2008

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263A SOUTH WASHINGTON AVE., BERGENFIELD, NJ 07621 • (201) 384-5666 • FAX (201) 384-7968

**DEED DESCRIPTION
RIPARIAN AREA "B" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.054, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY**

Beginning at a point on the northeasterly line of Lot 18, Block 120, said point being distant the following courses from a concrete monument at the easterly terminus of Duane Lane (50.00 foot right-of-way), said monument being on the centerline of Duane Lane at said terminus and running thence:

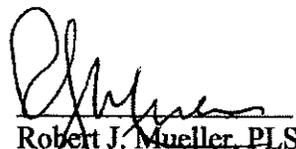
- A) South 44 Degrees 03 Minutes 15 Seconds East, 527.40 feet, to a point on the northwesterly line of Lot 1.051, Block 120, thence;
- B) South 45 Degrees 51 Minutes 05 Seconds West, 362.89 feet, along said northwesterly line to a point on the northeasterly line of Lot 16.02, Block 120, being lands of the Alpine Country Club, thence;
- C) South 42 Degrees 23 Minutes 14 Seconds East, 651.70 feet, along the northeasterly lines of Lots 16.02, 17 and 18, Block 120, all being lands of the Alpine Country Club, to the point and place of beginning, thence;
 1. Along a non-tangent curve to the right having a radius of 50.00 feet, and arc length of 48.72 feet, a delta angle of 55 Degrees 49 Minutes 33 Seconds, a chord bearing North 70 Degrees 36 Minutes 34 Seconds East, 46.81 feet, to a point of tangency, thence;
 2. South 81 Degrees 28 Minutes 36 Seconds East, 30.32 feet, to a point on the northwesterly line of Lot 1.055, Block 120, thence;
 3. South 47 Degrees 36 Minutes 46 Seconds West, 62.21 feet, along said northwesterly line of Lot 1.055, Block 120, to a point on the northeasterly line of said Lot 18, Block 120, thence;

**DEED DESCRIPTION
RIPARIAN AREA "B" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.054, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY**

4. North 42 Degrees 23 Minutes 14 Seconds West, 41.82 feet, along said northeasterly line of Lot 18, Block 120, said lands of the Alpine Country Club to the point and place of beginning.

Containing 1,816.802 Square Feet / 0.042 Acres

Being further described on a certain map entitled "Final Plat, Lot 1.05, Block 120, Frick Estates – Section II, Borough of Demarest, Bergen County, New Jersey", prepared by Hubschman Engineering, P.A., about to be filed in the Bergen County Clerks Office.



Robert J. Mueller, PLS

January 11, 2008

Revision – September 26, 2008

REVISED October 15, 2008



HUBSCHMAN ENGINEERING

ENGINEERS
SURVEYORS
PLANNERS

263A SOUTH WASHINGTON AVE., BERGENFIELD, NJ 07621 • (201) 384-5666 • FAX (201) 384-7968

DEED DESCRIPTION
WETLANDS TRANSITION AREA "A" & RIPARIAN AREA "A" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.055, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY

Beginning at a point on the northeasterly line of Lot 18, Block 120, said point being distant the following courses from a concrete monument at the easterly terminus of Duane Lane (50.00 foot right-of-way), said monument being on the centerline of Duane Lane at said terminus and running thence:

- A) South 44 Degrees 03 Minutes 15 Seconds East, 527.40 feet, to a point on the northwesterly line of Lot 1.051, Block 120, thence;
- B) South 45 Degrees 51 Minutes 05 Seconds West, 362.89 feet, along said northwesterly line to a point on the northeasterly line of Lot 16.02, Block 120, being lands of the Alpine Country Club, thence;
- C) South 42 Degrees 23 Minutes 14 Seconds East, 693.52 feet, along the northeasterly lines of Lots 16.02, 17 and 18, Block 120, all being lands of the Alpine Country Club, to the point and place of beginning, thence;
 1. North 47 Degrees 36 Minutes 46 Seconds East, 62.21 feet, along the dividing line between Lots 1.054 and 1.055, Block 120, thence;
 2. South 62 Degrees 52 Minutes 44 Seconds East, 52.13 feet, to a point, thence;
 3. South 60 Degrees 30 Minutes 28 Seconds East, 31.08 feet, to a point, thence;
 4. South 72 Degrees 51 Minutes 58 Seconds East, 6.63 feet, to a point of non-tangent curvature, and the beginning of Transition Area "A" thence;

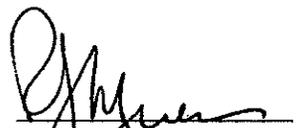
DEED DESCRIPTION
WETLANDS TRANSITION AREA "A" & RIPARIAN AREA "A" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.055, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY

5. Along a curve to the right having a radius of 50.00 feet, an arc length of 37.11 feet, a delta angle of 42 Degrees 31 Minutes 22, a chord bearing North 57 Degrees 48 Minutes 31 Seconds East, a chord distance of 36.26 feet, to a point of tangency, thence;
6. North 79 Degrees 04 Minutes 12 Seconds East, 36.99 feet, to a point thence;
7. South 63 Degrees 33 Minutes 10 Seconds East, 35.67 feet to a point, thence;
8. North 84 Degrees 49 Minutes 56 Seconds East, 41.25 feet, to a point, thence;
9. North 62 Degrees 55 Minutes 56 Seconds East, 63.48 feet, to a point on the northwesterly line of Lot 23.01, Block 55, in the Borough of Alpine said line also being the dividing line between the Borough of Alpine and the Borough of Demarest, thence;
10. South 45 Degrees 43 Minutes 00 Seconds West, 267.83 feet, along said northwesterly line to a point on the northeasterly line of Lot 20, Block 120, being lands of the Alpine Country Club, thence;
11. North 42 Degrees 23 Minutes 14 Seconds West, 193.66 feet, along said northeasterly line of Lot 20 and in part 18, Block 120, to the point and place of beginning.

DEED DESCRIPTION
WETLANDS TRANSITION AREA "A" & RIPARIAN AREA "A" LIMIT LINE
PER NJDEP PERMIT NO. 0200-006-0003.3
F.W.W. 080002 (TAW) DATED SEPTEMBER 15, 2008
LOT 1.055, BLOCK 120
BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY

Containing 25,586.38 Square Feet / 0.587 Acres

Being further described on a certain map entitled "Final Plat, Lot 1.05, Block 120, Frick Estates - Section II, Borough of Demarest, Bergen County, New Jersey", prepared by Hubschman Engineering, P.A., about to be filed in the Bergen County Clerks Office.


Robert J. Mueller, PLS
January 11, 2008

REVISED April 2, 2008

REVISED October 13, 2008

REVISED October 15, 2008



State of New Jersey
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Division of Land Use Regulation
 P.O. Box 439, Trenton, NJ 08625-0439
 Fax # (609) 292-8115
 www.state.nj.us/dep/landuse

JON S. CORZINE
 Governor

LISA P. JACKSON
 Commissioner

Mr. Michael J. Hubschman
 Hubschman Engineering, P.A.
 263A South Washington Ave.
 Bergenfield, NJ 07621

SEP 15 2008

RE: Freshwater Wetlands Statewide General Permit No. 6, Transition Area
Waiver Averaging Plan, and Water Quality Certification
 DLUR File No.: 0200-06-0003.3, FWW080001 (GP-6)
 FWW080002 (TAW)

Applicant: F.E. Alpine Inc. c/o Richard Kurtz
 Block(s): 55 Lot(s): 23.01 & 24.01
 Borough of Alpine, Bergen County
 Block(s): 120 Lot(s): 1.051 - 1.055
 Borough of Demarest, Bergen County

Dear Mr. Hubschman:

The Division of Land Use Regulation has reviewed the referenced applications pursuant to the requirements of the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A. The applicant received a stream encroachment permit (0200-06-0003.1, FHA070001) for the proposed project on August 2, 2007 in order to "construct a new driveway crossing and a stormwater discharge to a water course in connection with an eight lot residential subdivision including one lot with an existing single family dwelling, with associated driveways and stormwater facility along a tributary to Demarest Brook." The project approved under that permit also requires the following freshwater wetlands permits.

The proposal to construct a new single family dwelling and tennis courts in freshwater wetlands is authorized by a Statewide General Permit No. 6, which allows for regulated activities in freshwater wetlands, transition areas adjacent to those wetlands, and/or State open waters, if the freshwater wetlands and/or State open waters are not part of a surface water tributary system discharging into an inland lake or pond, or a river or stream. The proposal to modify the standard 50-foot freshwater wetlands transition areas on-site for the construction of a single family dwelling and a driveway, is authorized by a Transition Area Waiver - Averaging Plan.

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Limit of Authorized Disturbance

Based on the approved plans entitled, "FOR GENERAL PERMIT NO. 6 AND TRANSITION AREA WAIVER, FRICK ESTATES - SECTIONS I & II, BOROUGH OF ALPINE LOTS 23.01 & 24.01, BLOCK 55, BOROUGH OF DEMAREST LOTS 1.051 - 1.055, BLOCK 120, BERGEN COUNTY, NEW JERSEY," dated April 10, 2008, and prepared by HUBSCHMAN ENGINEERING, P.A.,

- a. GRADING, DRAINAGE & UTILITY PLAN, Sheet 2 of 3, last revised on September 4, 2008, and;
- b. SOIL EROSION & SEDIMENT CONTROL PLAN, Sheet 3 of 3, last revised on September 10, 2008,;

the authorized area of disturbance is 21,348 sq. ft. (0.490 acres) of freshwater wetlands and 32,465 sq. ft. (0.745 acres) of freshwater wetlands transition areas via a Statewide General Permit No. 6, and 5,686 sq. ft. (0.131 acres) of freshwater wetlands transition areas via a Transition Area Waiver - Averaging Plan.

Permit Conditions

In addition to the conditions noted at N.J.A.C. 7:7A-5.6 and N.J.A.C. 7:7A-6, the following conditions must be met for the activity authorized under a General Permit No. 6 and Transition Area Waiver, respectively. Failure to comply with these conditions shall constitute a violation of the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.)

1. This permit authorizes the disturbance of 5,686 sq. ft. (0.131 acres) of freshwater wetlands transition area on-site, for the construction of a single family dwelling and a driveway under a Freshwater Wetlands Transition Area Averaging Plan, as depicted on the approved plans. The disturbed area will be compensated for by the expansion of 5,742 s.f. (0.132 acres) of freshwater wetlands transition area.
2. A silt fence and a debris barrier fence shall be installed along the limit of disturbance on-site prior to site preparation and/or construction, as depicted on the Soil Erosion & Sediment Control Plan. The fences shall be maintained until such time as any disturbed surfaces have re-established stabilizing vegetation.
3. The permittee shall sign a Division approved conservation restriction for the entire transition area on the subject parcel(s) in accordance with N.J.A.C. 7:7A-6.1(h). The restriction shall be included on the deed, and recorded in the office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES), in the county wherein the lands included in the permit are located. The restriction shall run with the land and be binding upon all successive owners. All individual lot surveys shall show the approved boundaries of the restricted area. Any regulated activities undertaken on the site before a copy of the recorded restriction is submitted to the Division will be considered in violation of this permit. Please submit a copy of the draft restriction to Becky Ehrenfeld of the Division for review and written

- approval prior to filing. Once the Division approved restriction is recorded, send a copy of the recorded conservation restriction before beginning regulated activities.
4. This permit to conduct a regulated activity in a wetland or open water includes the Division's approval of a Water Quality Certificate for these activities.
 5. This authorization is valid for five (5) years from the date of this letter unless more stringent standards are adopted by rule prior to this date. The permittee shall allow an authorized Department representative the right to inspect the construction site.
 6. All fill and other earth work on the lands encompassed within this permit authorization shall be stabilized in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey" to prevent eroded soil from entering adjacent waterways or wetlands at any time during and subsequent to construction.
 7. This permit is revocable in accordance with the NJDEP regulations and State law.
 8. The issuance of this permit shall not be deemed to affect in any way other actions by the Department on any future application.
 9. The activities shown on the approved plans shall be constructed and/or executed in conformity with any notes and details on said plans and any conditions stipulated herein.
 10. No change in plans or specifications shall be made except with the prior written permission of the Department.
 11. The granting of this authorization shall not be construed to in any way affect the title or ownership of the property, and shall not make the Department or the State a party in any suit or question of ownership of the property.
 12. This permit is not valid and no work shall be undertaken pursuant to this authorization until all other required federal, state, and local approvals, licenses and permits necessary for commencement of work on site have been obtained.
 13. A complete, legible copy of this permit shall be kept at the work site and shall be exhibited upon request of any person.
 14. Acceptance of this decision and all conditions shall be assumed, unless the permittee requests an adjudicatory hearing to contest the permit and or/ permit conditions, in accordance with the requirements of the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A-1.7.

Appeal of Decision

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin by

Freshwater Wetlands GP-6 and TAW
DLUR File No. 0200-06-0003.3

Page 4

writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, 401 East State Street, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist. If a person submits the hearing request after this time, the Department shall deny the request. The DEP bulletin is available through the Department's website at www.state.nj.us/dep.

Please contact Becky Ehrenfeld of our staff at 609-777-0454, or by email at Becky.Ehrenfeld@dep.state.nj.us, should you have any questions regarding this letter. Be sure to indicate the Division's file number in all communication.

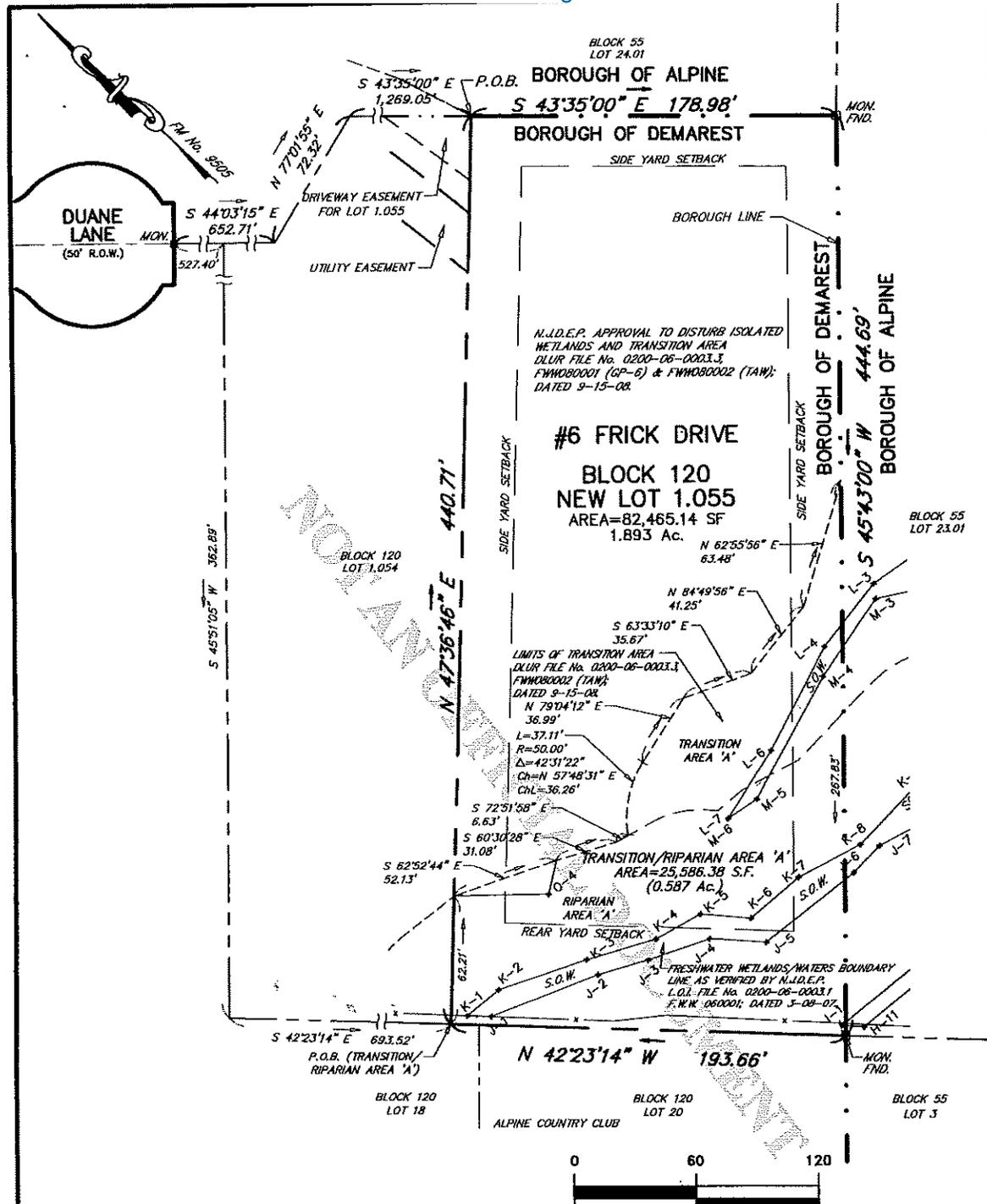
Sincerely,



Andrew Clark
Northeast Region Supervisor
Bureau of Inland Regulation

cc. Borough of Alpine Construction Official
Borough of Demarest Construction Official
Applicant

NOT AN OFFICIAL DOCUMENT



REFERENCES

- 1) A CERTAIN MAP ENTITLED "FINAL PLAT, LOT 1.05, BLOCK 120, FRICK ESTATES - SECTION II, BOROUGH OF DEMAREST, BERGEN COUNTY, NEW JERSEY" FILED IN THE BCCO AS MAP No. 9505.
- 2) A CERTAIN MAP ENTITLED "FINAL PLAT, LOTS 22, 23, 24 & 25, BLOCK 55, FRICK ESTATES - SECTION I, BOROUGH OF ALPINE, BERGEN COUNTY, NEW JERSEY" FILED IN THE BCCO AS MAP No. 9494.
- 3) BOROUGH OF ALPINE TAX MAPS.
- 4) BOROUGH OF DEMAREST TAX MAPS.

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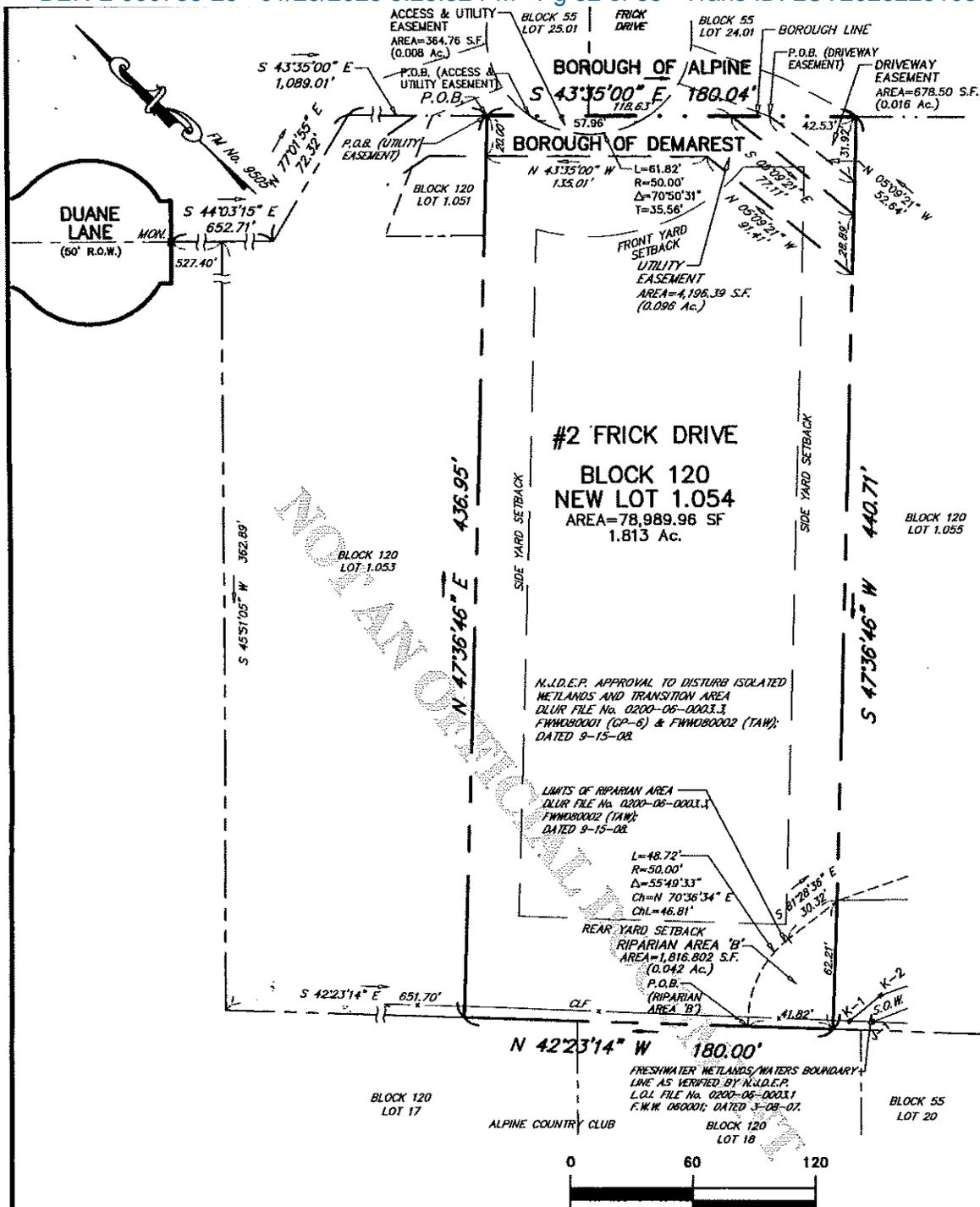
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SCALE: 1"=60'

TAX LOT 1.055 IN BLOCK 120

| | | | |
|--|------------|---------------|------------------|
| CONSERVATION EASEMENT SURVEY | | | |
| BOROUGH OF DEMAREST BERGEN COUNTY, NEW JERSEY | | | |
| HUBSCHMAN ENGINEERING ENGINEERS LAND SURVEYORS PLANNERS 263A S. WASHINGTON AVE., BERGENFIELD NEW JERSEY 07621 (201) 384-5666 | | | |
| ROBERT J. MUELLER, P.L.S. PROFESSIONAL LAND SURVEYOR N.J. LIC. 37206 | | | |
| REV. | DWN. B.W. | 12-16-08 | JOB No. |
| | CHK'D. RJM | SCALE: 1"=60' | 2089.1055 |



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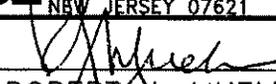
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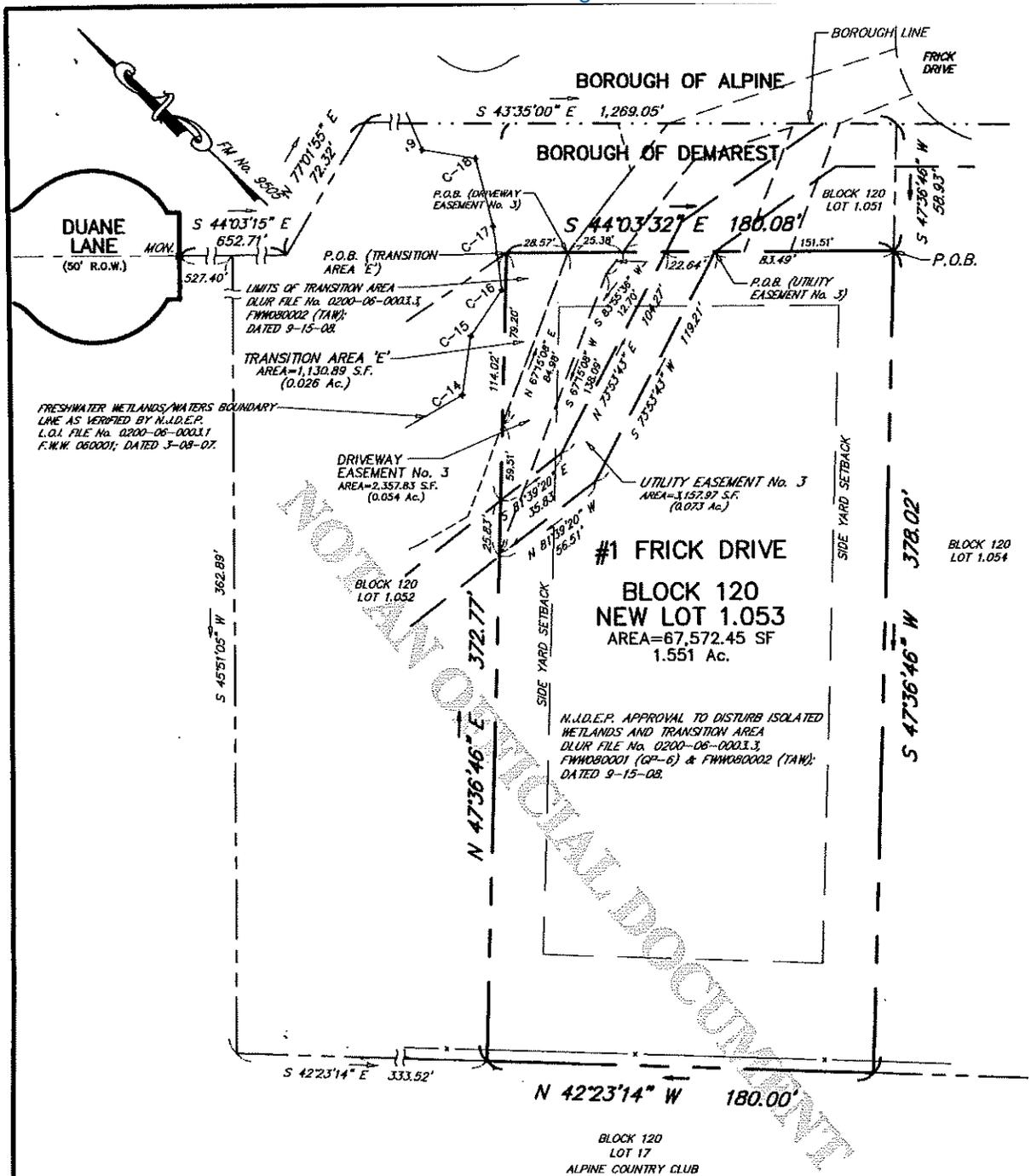
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TAX LOT 1.054 IN BLOCK 120

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|---|------------|---------------|------------------|
| CONSERVATION EASEMENT SURVEY | | | |
| BOROUGH OF DEMAREST BERGEN COUNTY, NEW JERSEY | | | |
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|  ROBERT J. MUELLER, P.L.S. PROFESSIONAL LAND SURVEYOR N.J. LIC. 37206 | | | |
| REV. | DWN. B.W. | 12-16-08 | JOB No. |
| | CHK'D. RJM | SCALE: 1"=60' | 2089.1054 |



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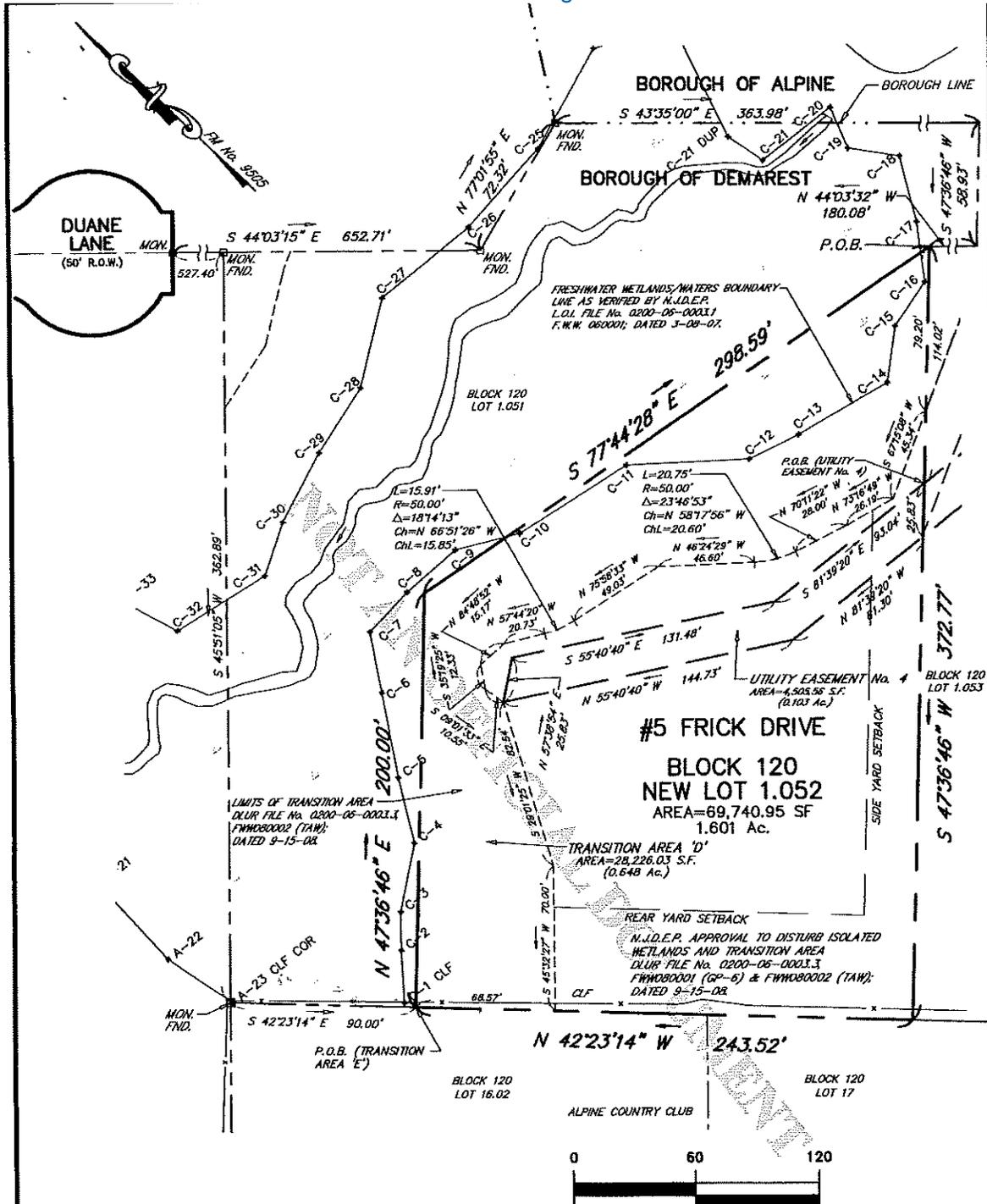
TAX LOT 1.053 IN BLOCK 120

CONSERVATION EASEMENT SURVEY

BOROUGH OF DEMAREST
 BERGEN COUNTY, NEW JERSEY

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 ENGINEERS LAND SURVEYORS PLANNERS
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 NEW JERSEY 07621 (201) 384-5666

Robert J. Mueller
ROBERT J. MUELLER, P.L.S.
 PROFESSIONAL LAND SURVEYOR
 N.J. LIC. 37206



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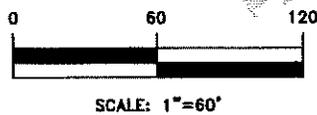
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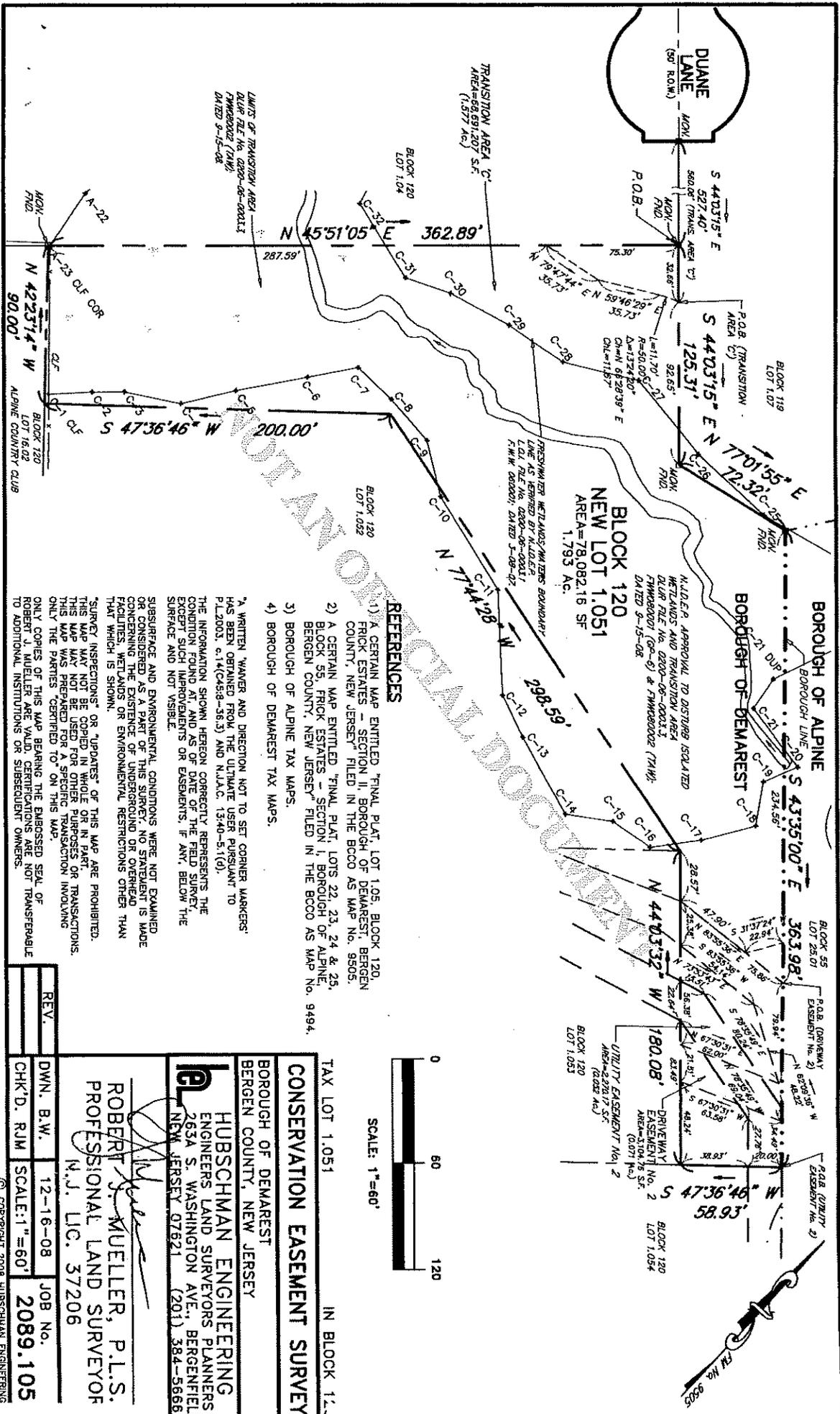
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TAX LOT 1.052 IN BLOCK 120

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|--|------------|---------------|------------------|
| CONSERVATION EASEMENT SURVEY | | | |
| BOROUGH OF DEMAREST BERGEN COUNTY, NEW JERSEY | | | |
| HUBSCHMAN ENGINEERING ENGINEERS LAND SURVEYORS PLANNERS 263A S. WASHINGTON AVE., BERGENFIELD NEW JERSEY 07621 (201) 384-5666 | | | |
| ROBERT J. MUELLER, P.L.S. PROFESSIONAL LAND SURVEYOR N.J. LIC. 37206 | | | |
| REV. | DWN. B.W. | 12-16-08 | JOB No. |
| | CHK'D. RJM | SCALE: 1"=60' | 2089.1052 |



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TAX LOT 1.051 IN BLOCK 120
CONSERVATION EASEMENT SURVEY
 BOROUGH OF DEMAREST
 BERGEN COUNTY, NEW JERSEY

HUBSCHMAN ENGINEERING
 ENGINEERS LAND SURVEYORS PLANNERS
 2634 S. WASHINGTON AVE., BERGENFIELD
 NEW JERSEY 07621 (201) 384-5666

Robert J. Mueller
ROBERT J. MUELLER, P.L.S.
 PROFESSIONAL LAND SURVEYOR
 N.J. LIC. 37206

| | | | |
|------|------------|---------------|-----------------|
| REV. | DWN. B.W. | 12-16-08 | JOB NO. |
| | CHK'D. RJM | SCALE: 1"=60' | 2089.105 |

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Appendix F | Council Resolution No. 081-25
Approving a Mediated Fourth Round Obligation

Resolution of the Demarest Governing Body

Resolution No. 081 -25

April 7, 2025

| Council Member | Motion | Second | Yes | No | Abstain | Absent |
|-----------------------|---------------|---------------|------------|-----------|----------------|---------------|
| Jiang | | | ✓ | | | |
| Fox | | | ✓ | | | |
| Marks | | | ✓ | | | |
| Slowikowski | ✓ | | ✓ | | | |
| Reiss | | | ✓ | | | |
| Collins | | ✓ | ✓ | | | |

TITLE: RESOLUTION OF THE BOROUGH OF DEMAREST, BERGEN COUNTY, APPROVING A MEDIATION AGREEMENT BETWEEN FAIR SHARE HOUSING CENTER REGARDING THE BOROUGH’S FOURTH ROUND AFFORDABLE HOUSING OBLIGATION

=====

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L.2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter “Amended FHA”); and

WHEREAS, the Amended FHA requires the New Jersey Department of Community Affairs (hereinafter “DCA”) to calculate non-binding estimates of fair share obligations for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA issued a report on October 18, 2024 (“DCA Report”) and calculated the Borough of Demarest, Bergen County’s Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 0 and a Prospective Need or New Construction Obligation of 106; and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Round 4 affordable housing obligations; and

WHEREAS, Borough employees and professionals reviewed the lands identified by the DCA for the land capacity factor with respect to the MOD-IV Property Tax List data, construction permit data, land use board approvals, configuration, and accessibility to ascertain whether these identified developable lands may accommodate development, and

WHEREAS, the Borough believes that a recalculation of the Land Capacity Factor was necessary in order to account for land use data errors in the DCA’s calculation that identified five (5) developable areas within the Borough when only one (1) areas are developable; and

WHEREAS, based on the identified error, the Borough of Demarest recalculated its fair share obligation to a Prospective Need or New Construction Obligation of 94 units; and

WHEREAS, pursuant to the Administrative Office of the Court Directive #14-24, the Borough of Demarest adopted Resolution No. 035-25 on January 27, 2025, and subsequently filed a declaratory judgment complaint on January 29, 2025, under docket number BER-L-738-25, committing to a Fourth Round Present Need Obligation of 0 units and a Prospective Need Obligation of 94 units; and

WHEREAS, the Borough of Demarest's declaratory judgment complaint was challenged by the New Jersey Builders Association, claiming the DCA's calculated Prospective Need of 106 units; and

WHEREAS, pursuant to Directive #14-24, a mediation session was held on March 26, 2025, whereby a settlement was reached which, if approved by the governing body, sets the Borough's Prospective Need Obligation at 100 units; and

WHEREAS, the Borough's Affordable Housing Attorney and Planner find that it is in the best interest of the Borough to authorize the proposed settlement.

NOW, THEREFORE, THE FOLLOWING SHALL BE RESOLVED, by the Council of the Borough of Demarest, Bergen County, New Jersey on this 7th day of April 2025:

1. All of the above Whereas Clauses are incorporated into the operative clauses of this resolution.
2. For the reasons set forth in this resolution, the Borough of Demarest hereby approves the mediated settlement of its Fourth Round obligation, and a Prospective Need Obligation of 100 units.
3. The Borough of Demarest hereby directs its Affordable Housing Counsel to take all actions necessary to effectuate the settlement.
5. This resolution shall take effect immediately, according to law.

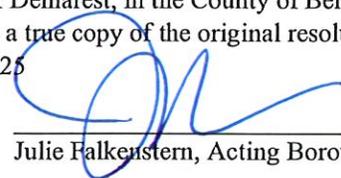
APPROVED:



Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on April 7, 2025



Julie Falkenstern, Acting Borough Clerk

Appendix G | Vacant Land Adjustment Documents

Borough of Demarest
Vacant Land Analysis
Version 2 - May 8, 2025



| Block | Lot | Owner | Address | Zone District | Property Class | Total Acres | Constrained Acres | Remaining Acres | Buildable Acres | Constraint Description | Status | Included in Prior Round RDP | Included in 3rd Round RDP | Include in 4th Round RDP | Potential Units | RDP |
|--------------|--------|-------------------------------|----------------------|----------------|----------------|---------------|-------------------|-----------------|-----------------|--|--|-----------------------------|---------------------------|--------------------------|-----------------|----------|
| 2 | 1 | Hoagland, David P & Kim M | 12 Hardenburgh Ave | R-D | 1 | 0.048 | 0.000 | 0.048 | | | Undersized | No | No | No | | |
| 2 | 40 | Borough of Demarest | Knickerbocker Rd | R-D | 15C | 0.011 | 0.000 | 0.011 | | | Undersized | No | No | No | | |
| 8 | 498 | Borough of Demarest | Columbus Rd | R-D | 15C | 0.088 | 0.017 | 0.071 | | Steep Slopes | Environmentally Constrained | No | No | No | | |
| 19 | 4.03 | Borough of Demarest | 295 County Rd | R-BB | 15C | 0.449 | 0.449 | 0.000 | | Wetlands, Steep Slopes | Environmentally Constrained | No | No | No | | |
| 22 | 895 | Borough of Demarest | 36 Stelfox St | R-D | 15C | 0.104 | 0.000 | 0.104 | | | Undersized | No | No | No | | |
| 23 | 13 | Borough of Demarest | 127 Hardenburgh Ave | HARP | 15C | 0.521 | 0.055 | 0.466 | 0.466 | Steep Slopes | Potential Infill Development | No | Yes | No | | |
| 23 | 21 | Borough of Demarest | 110 Serpentine Rd | HARP | 15C | 0.148 | 0.064 | 0.083 | | Steep Slopes | Environmentally Constrained | No | No | No | | |
| 23 | 23 | Borough of Demarest | 118 Serpentine Rd | HARP | 15C | 0.359 | 0.010 | 0.349 | | Steep Slopes | No Public Street Frontage | No | No | No | | |
| 35 | 76 | Borough of Demarest | Columbus Rd | R-D | 15C | 0.055 | 0.017 | 0.039 | | Steep Slopes | Environmentally Constrained | No | No | No | | |
| 40.01 | 13.01 | Amatrula, Mario & Etal | 191 Knickerbocker Rd | R-B | 1 | 0.105 | 0.000 | 0.105 | | | Undersized | No | No | No | | |
| 50 | 27 | Borough of Demarest | Piermont Rd | R-D | 15C | 0.226 | 0.226 | 0.000 | | C1 Buffer, Wetlands, Steep Slopes | Environmentally Constrained | No | No | No | | |
| 65 | 134.01 | W&R Home Builders, LLC NJ | 11 Central Ave | R-D | 1 | 0.396 | 0.000 | 0.396 | | | Building(s) Under Construction | No | No | No | | |
| 65 | 134.02 | BF Development, LLC | 11 Central Ave | R-D | 1 | 0.399 | 0.000 | 0.399 | | | A building permit was issued for this site on August 27, 2024. Aerial imagery from October 4, 2024 show construction has commenced. | No | No | No | | |
| 86.01 | 11.02 | Young, Tony & Christine Lee | 291 Hardenburgh Ave | R-C | 1 | 0.085 | 0.085 | | | C1 Buffer | Environmentally Constrained | No | No | No | | |
| 86.01 | 12.01 | Assessed with Lot 11.02 | | R-C | 1 | 0.086 | 0.086 | | | | | No | No | No | | |
| 86.03 | 1 | Borough of Demarest | Orchard Rd | R-C | 15C | 0.218 | 0.218 | | | | | No | No | No | | |
| 86.03 | 2 | Assessed with Lot 1 | | R-C | 15C | 0.197 | 0.197 | | | | | No | No | No | | |
| 86.03 | 3 | Assessed with Lot 1 | | R-C | 15C | 0.215 | 0.215 | | | Stream, C1 Buffer, Wetlands, Steep Slopes | Environmentally Constrained | No | No | No | | |
| 86.03 | 4 | Assessed with Lot 1 | | R-C | 15C | 0.206 | 0.206 | | | | | No | No | No | | |
| 86.03 | 5 | Assessed with Lot 1 | | R-C | 15C | 0.311 | 0.311 | | | | | No | No | No | | |
| 89 | 16 | Seidenman, Elan | 14 Robin Rd | R-C | 1 | 0.343 | 0.070 | 0.273 | | Wetlands, Steep Slopes | Building(s) Under Construction | No | No | No | | |
| 96 | 1 | Kretschmer, Klaus G | 54 Brook Way | R-D | 1 | 0.622 | 0.622 | 0.000 | | Stream, C1 Buffer, Wetlands, Steep Slopes | Environmentally Constrained | No | No | No | | |
| 118 | 4.02 | Abad, Jonathan & Lisa | Anderson Ave | R-A | 1 | 0.221 | 0.219 | 0.001 | | Stream, C1 Buffer, Steep Slopes | Environmentally Constrained | No | No | No | | |
| 118 | 6.03 | 15 Brenner, LLC | 15 Brenner Pl | R-A | 1 | 1.122 | 0.006 | 1.116 | | Steep Slopes | Zoning approval for a new single-family home was issued on March 20, 2025. Additionally, a building permit application was submitted on April 14, 2025. Therefore, this site is in the Potential Infill Development category. | No | No | No | | |
| 119 | 1.51 | Woodlands Holding Co, LLC | Duane La | R-A/ R-MF-2 | 1 | 12.733 | 7.121 | 5.612 | | Conservation Easement, Stream, Riparian, Wetlands, Steep Slopes* | A Conservation Easement, recorded on May 8, 2018, encompasses all of Lot 1.51. | Yes† | No | No | | |
| 120 | 1.05 | Woodlands Holding Co, LLC | Stone Bridge Court | R-A/ R-MF-2 | 1 | 4.175 | 0.817 | 3.357 | | Conservation Easement, Stream, Riparian, Wetlands, Steep Slopes* | This site is currently under construction as The Woodlands townhome development. Lot 1.05 will be developed as the residential common area of the community. Additionally, a Conservation Easement, recorded on May 8, 2018, encompasses portions of the site. | Yes† | No | No | | |
| 120 | 1.50 | Sylco Investments #11, LLC | Frick Lane | R-A | 1 | 1.440 | 1.262 | 0.178 | 0.178 | Conservation Easement, Stream, Riparian, Wetlands, Steep Slopes* | Potential Infill Development | Yes‡ | No | No | | |
| 120 | 1.55 | George, Renita | 6 Frick Drive | R-A | 1 | 1.763 | 0.650 | 1.114 | 1.114 | Conservation Easement, Wetlands, Steep Slopes** | Potential Development | Yes‡ | No | No | | |
| 120.01 | 1.02 | Khutoryansky, Boris & Jessica | Behind 5 Deerhill Rd | R-A | 1 | 1.409 | 0.115 | 1.294 | | C1 Buffer, Steep Slopes | Building(s) Under Construction | No | No | No | | |
| 120.03 | 1 | | | R-A | NR1 | 0.574 | 0.574 | 0.000 | | Stream, C1 Buffer, Steep Slopes | Environmentally Constrained | No | No | No | | |
| 124 | 1 | Wright, Karen Etals | 72 Glenwood Ave | R-D | 1 | 0.031 | 0.031 | | | | | No | No | No | | |
| 124 | 2 | Assessed with Lot 1 | | R-D | 1 | 0.034 | 0.034 | 0.000 | | C1 Buffer, Steep Slopes | Environmentally Constrained | No | No | No | | |
| 124 | 3 | Assessed with Lot 1 | | R-D | 1 | 0.049 | 0.049 | | | | | No | No | No | | |
| 154 | 13 | Borough of Demarest | John St | R-C | 15C | 0.074 | 0.000 | 0.074 | | | Undersized | No | No | No | | |
| Total | | | | | | 28.819 | 13.728 | 15.091 | 1.757 | | | | | | 0 | 0 |

Notes:

All properties included in the table are located in the Metropolitan Planning Area (PA1)

Property Class 1 - Vacant

Property Class NR1 - No tax record and no visible development. Therefore, determined to be vacant

Property Class 15C - Public Property with no visible development. Therefore, determined to be vacant

SFHA - FEMA Special Flood Hazard Area

C1 Buffer - 300-foot buffer from C1 Stream

Riparian - 150-foot and/or 50-foot buffer from Non-C1 Stream and/or waterbody

Wetlands - Includes properties encumbered by a 50 and/or 150-foot buffer

Steep Slopes - Areas with slopes greater than 15%

Undersized - 0 to 0.125 acres

Potential Infill Development - 0.125 to 0.625 buildable acres

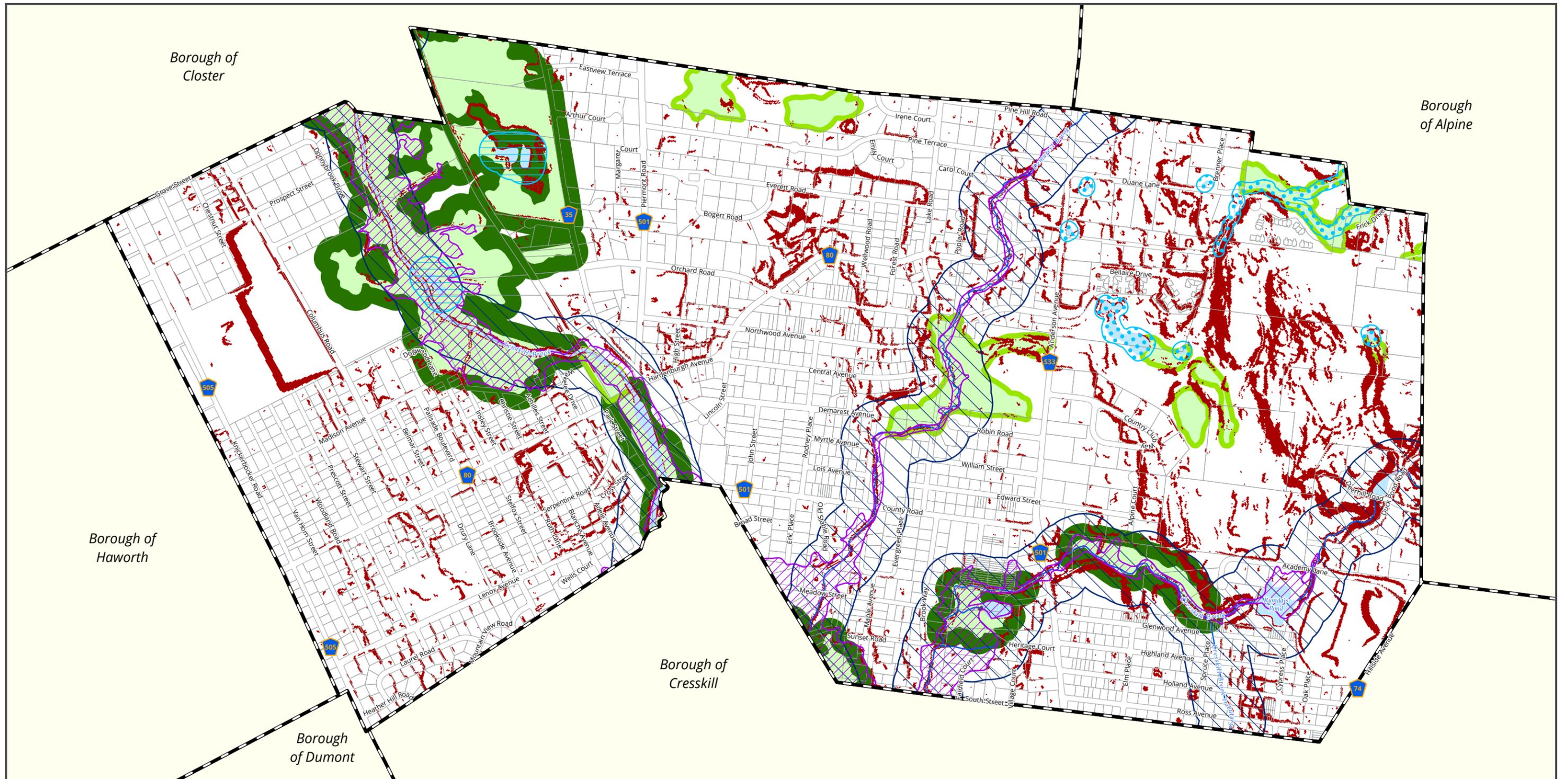
Potential Development - 0.625 or more buildable acres

*Stream and Wetlands on Block 119, Lot 1.51 and Block 120, Lots 1.05 and 1.50 are sourced from a Plan entitled "The Woodlands in Demarest; Proposed Condominium Development", prepared by Hubschman Engineering, PA, dated March 15, 2019, revised through October 12, 2021.

**Wetlands on Block 120, Lot 1.55 are sourced from a Plan entitled "Conservation Easement Survey", prepared by Hubschman Engineering, PA, dated December 16, 2008.

†Block 119, Lot 1.51 and Block 120, Lot 1.05 were created via subdivision approval by the Planning Board from Block 119, Lots 1.05, 1.06, and 1.07 and Block 120, Lots 1.03 and 1.04, which were included in the Prior Round RDP. Therefore, Lots 1.51 and 1.05 are excluded from this 4th Round VLA.

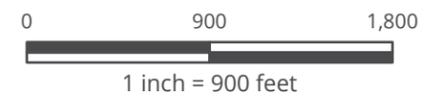
‡Block 120, Lots 1.50 and 1.55 were created via subdivision approval by the Planning Board from Block 120, Lot 1.05, which was included in the Prior Round RDP. Therefore, Lots 1.50 and 1.55 are excluded from this 4th Round VLA.

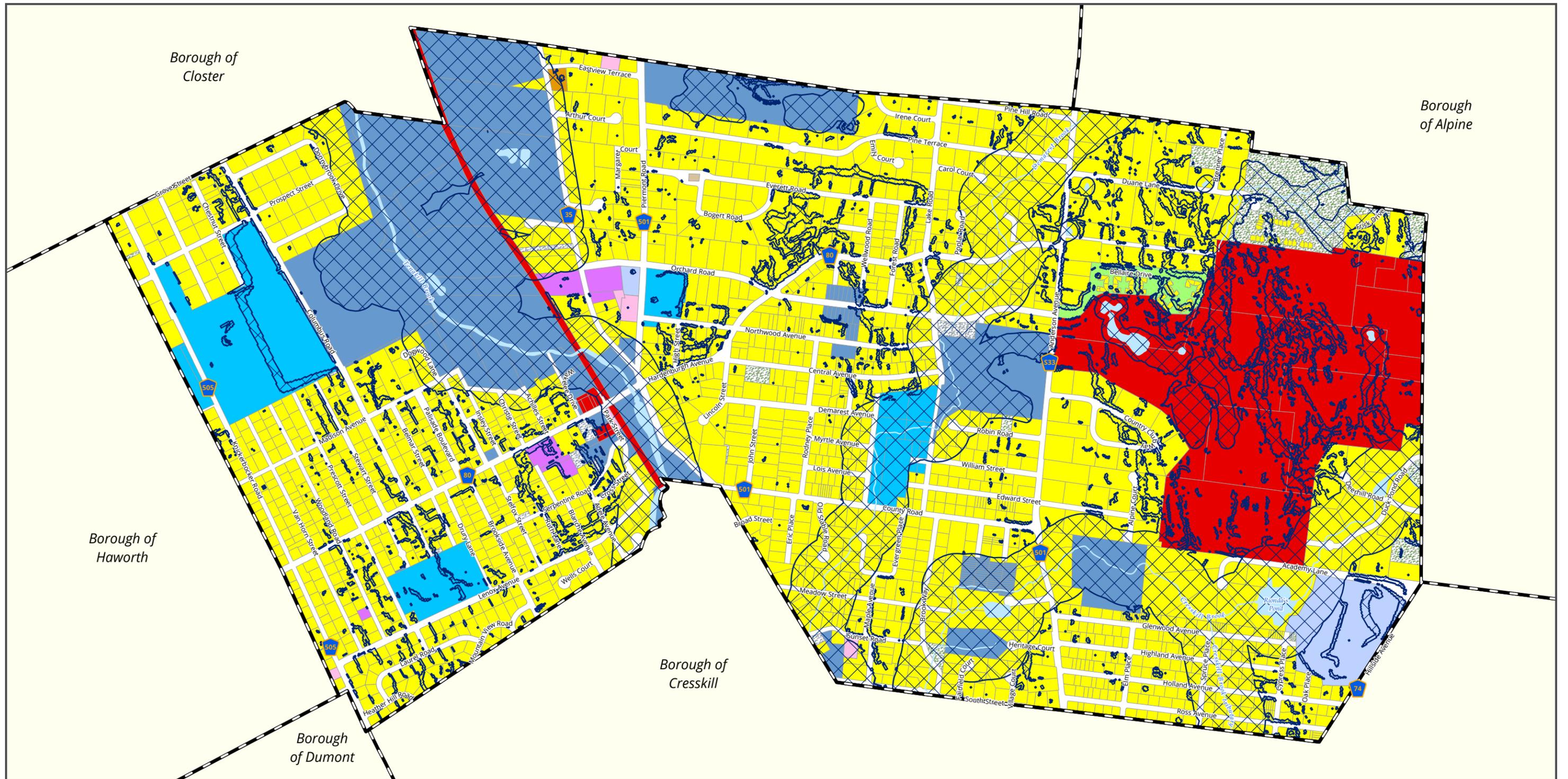


ENVIRONMENTAL CONSTRAINTS
BOROUGH OF DEMAREST
 BERGEN COUNTY, NEW JERSEY

Legend

-  Municipal Boundary
-  Parcels
-  Waterbody
-  Category 1 (C1) Streams
-  Non-C1 Streams
-  300-ft C1 Water Buffer
-  150-ft Riparian Zone
-  50-ft Riparian Zone
-  Wetlands
-  50-ft Wetlands Buffer
-  150-ft Wetlands Buffer
-  FEMA Special Flood Hazard Area
-  Areas with slopes 15% or greater





EXISTING 2025 LAND USE
BOROUGH OF DEMAREST
 BERGEN COUNTY, NEW JERSEY

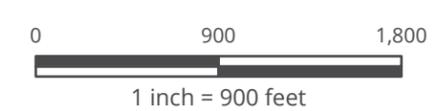
Legend

- Municipal Boundary
- Environmental Constraints
- Parcels
- Waterbody
- Category 1 (C1) & Non-C1 Streams

Land Use

- Vacant (Class 1)
- Residential (Class 2)
- Apartment (Class 4C)
- Residential Common Area
- Commercial (Class 4A)
- Public School Property (Class 15A)
- Other School Property (Class 15B)

- Public Property - Building/Facility (Class 15C)
- Public Property - Vacant (Class 15C)
- Church and Charitable Property (Class 15D)
- Cemeteries and Graveyards (Class 15E)
- Other Tax Exempt Property (Class 15F)



May 6, 2025
 DEB0065
 MODIV Tax Data from January 17, 2025



Engineering & Design

Appendix H | Advancing Opportunities, Inc. License



License No. GH1865

State of New Jersey
Department of Human Services
Office of Licensing
LICENSE

ADVANCING OPPORTUNITIES/CEREBRAL PALSY OF NEW JERSEY, INC.

610 Beverly Rancocas Road
Willingboro, NJ 08046

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

Group Home Developmental Disability

for 4 individuals

at



This License is effective from 07/31/2024 to 07/31/2025


Sarah M. Adelman, Commissioner, Department of Human Services

Appendix I | March 22, 2023 Planning Board
Resolution for 95 County Road

**BOROUGH OF DEMAREST
PLANNING BOARD**

**IN THE MATTER OF THE APPLICATION OF 95 COUNTY DEMAREST LLC
FOR PRELIMINARY AND FINAL SITE PLAN APPROVAL FOR AN INCLUSIONARY
TOWNHOUSE DEVELOPMENT AT PREMISES KNOWN AS
95 COUNTY ROAD, LOT 5 IN BLOCK 145,
BOROUGH OF DEMAREST, NEW JERSEY**

BE IT RESOLVED, by the Planning Board of the Borough of Demarest that the following procedural history and resolution of related issues, findings of fact and conclusions of law are hereby adopted in reference to this matter.

PROCEDURAL HISTORY AND RESOLUTION OF RELATED ISSUES:

This Application arose out of Mt. Laurel litigation between the Borough and the Applicant's predecessor in title, Carol E. Avery and Quentin D. Avery. A detailed recitation of the settlement of the original litigation, and the adoption of an ordinance providing for a site plan application for a conforming project is contained in Exhibit "A" entered as part of the record in this matter. The Settlement Agreement provided for Planning Board and New Jersey Department of Environmental Protection ("NJDEP") review. Following the Settlement Agreement dated April 10, 2019 (referred to as "Settlement Agreement"), between the Borough of Demarest and the owners of the property Carol E. Avery and Quentin D. Avery in accordance with In Re N.J.A.C. 5:96 and 97, 221 NJ 1, (2015)(Mt. Laurel 4) in the matter of the Borough of Demarest, County of Bergen, Docket No.: BER-L-6301-15, the Applicant submitted an application purporting to contain no variances and proposing to construct six (6) market-rate townhouses and two (2) affordable units in accordance with the Settlement Agreement *supra*.

The initial Application for the matter presently before the Planning Board was dated June 22, 2022. The Application was for Preliminary and Final Site Plan Approval. It was filed with the Planning Board and was declared administratively complete. The first hearing on this matter was held on November 2, 2022, on a regular Board meeting date. Richard J. Abrahamsen, Esq. presented the application on behalf of the Applicant.

The Applicant provided Proof of Publication and an Affidavit of Service which were accepted by the Board (Exhibit "B").

At the time of the settlement of the original Mt. Laurel litigation, the Borough and the Applicant agreed to certain orders and standards to be applied to this property (as Ordinance No. 1066-19 entitled " Residential, Multifamily Zone" which included the permitted principal uses for townhomes and two (2) flats, with bulk standards including *inter alia* maximum building coverage at twenty (20%); maximum and impervious coverage at fifty (50%) percent and maximum density at four (4) units per acre.

FINDINGS OF FACT

The Procedural History and Resolution of Related Issues set forth above is incorporated into the Findings of Fact by Reference.

As noted above, the matter was heard on five (5) public meetings on November 2, 2022, December 7, 2022, January 4, 2023, March 1, 2023, and March 22, 2023, and upon proper notice, certified by evidence of Proof of Service to property owners within a 200-foot radius of the subject property and Proof of Publication in an official newspaper of the Borough; and

WHEREAS, Richard J. Abrahamsen, Esq. appeared before the Board on behalf of the Applicant for the first three (3) hearings and subsequently Antimo Del Vecchio, Esq. of the firm Beattie Padovano LLC appeared before the Board at the March 1, 2023, and March 22, 2023 hearings on behalf of the Applicants; and

WHEREAS, the only interdepartmental communications and advisory reports of municipal departments and agencies were:

1. Planning Board Application Package dated June 22, 2022; and
2. Cover letter from Richard J. Abrahamsen, Esq., transmitting application; and
3. Settlement Agreement between the Borough of Demarest and Carol E. and Quentin D. Avery dated April 10, 2019.
4. Site and Architectural Plans prepared by Michael J. Hubschman, P.E., P.P. of Hubschman Engineering, PA. as follows:

- Plans entitled "Proposed Townhouses No. 95 County Road", prepared by Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, dated March 23, 2022, revised through December 21, 2022, consisting of nine (9) sheets. It should be noted Robert J. Mueller, PLS has also signed Sheets 1, 2, and 8. Additionally, Sheet 7 has been revised through February 15, 2023.
- Plans entitled "New Townhouses 95 County Rd, Demarest", prepared by Rapaport & Associates, Inc., dated January 24, 2022, revised through December 19, 2022, consisting of nine (9) sheets.
- Plan entitled "Traffic Circulation Plan", prepared by Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, dated September 22, 2022, consisting of one (1) sheet.
- Survey entitled "Topographic/Location Survey", prepared by Robert J. Mueller, PLS and Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, dated February 8, 2021, consisting of one (1) sheet.
- Document included with the application entitled "Schedule A", unknown author, no date, consisting of one (1) page.
- Document entitled "Stormwater Management Report", prepared by Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, no date, consisting of one (1) page.
- Stormwater Management Report, prepared by Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, unknown original date, revised through August 11, 2022.
- Letter entitled "95 County Road", prepared by Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, dated August 16, 2022, consisting of three (3) pages.
- Letter entitled "95 County Road", prepared by Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, dated October 12, 2022, consisting of three (3) pages.

- Letter entitled "95 County Road, LLC Application", prepared by Richard J. Abrahamsen, Esq. of AbrahamsenGrant, LLC, dated October 27, 2022, consisting of two (2) pages.
 - Letter entitled "95 County Road", prepared by Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, dated November 22, 2022, consisting of two (2) pages.
 - Letter entitled "95 County Road", prepared by Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, dated December 21, 2022, consisting of two (2) pages.
 - Letter entitled "95 County Road", prepared by Michael J. Hubschman, PE, PP of Hubschman Engineering, PA, dated February 15, 2023, consisting of two (2) pages.
 - Letter entitled "95 County Demarest, LLC", prepared by Daniel L. Steinhagen, Esq. of Beattie Padovano, LLC, dated February 16, 2023, consisting of three (3) pages.
5. Engineering Plans prepared by Michael J. Hubschman, P.E., P.P. of Hubschman Engineering as follows:
- Site plans consisting of ten (10) sheets, prepared, and signed by Michael J. Hubschman P.E. & P.P., and Robert J. Mueller, P.L.S. of Hubschman Engineering, P.A., dated May 10, 2022; Last revised December 21, 2022;
 - Stormwater Management Report consisting of 67 sheets, prepared, and signed by Michael J. Hubschman P.E. & P.P., of Hubschman Engineering, P.A., last revised December 21, 2022 (Revision 5);
6. Review memoranda of Darlene A. Green, P.P., A.I.C.P., of Colliers Engineering & Design, Planning Board's Planner, dated September 22, 2022, October 5, 2022, October 25, 2022, December 2, 2022, December 21, 2022, and February 27, 2023; and
7. Review memoranda of Craig Zimmermann P.E., Board Engineer, of Colliers Engineering & Design, Planning Board's Engineer, dated September 6, 2022, December 5, 2022, December 29, 2022, and February 24, 2023;

8. Stormwater Design Review Letter of Craig Zimmermann P.E., Board Engineer, of Colliers Engineering & Design, Planning Board's Engineer, dated February 24, 2023;
9. Correspondence from the Demarest Volunteer Ambulance Corps. (undated);
10. Correspondence from the Demarest Fire Department dated February 18, 2023;
11. Correspondence from the Demarest Police Department dated October 20, 2022, November 28, 2022, and December 21, 2022.

WHEREAS, admitted into evidence were the following exhibits:

- **A1**—Site Plan set prepared by Hubschman Engineering dated October 11, 2022 consisting of eight (8) pages;
- **A2**—Site Plan set prepared by Hubschman Engineering revised November 22, 2022;
- **A3**—Revised Architectural Plan set prepared by Hubschman Engineering; and
- **A4**—Revised Site Plan set prepared by Hubschman Engineering; and
- **M1 and M2**—two (2) photographs showing flooding towards Carlotta Way;

WHEREAS, the subject Application involves the following zoning data:

| ZONE: R-MF | REQUIRED | PROVIDED |
|---------------------------|-------------------|--|
| Minimum Lot Area | 87,120.00 sq. ft. | 92,924.61 sq. ft. |
| Minimum Frontage | 150.00 ft. | 150.00 ft. |
| Minimum Front Yard | 35.00 ft. | 38.12 ft. |
| Minimum Side Yard | 15.00 ft. | 15.00 ft. |
| Minimum Rear Yard | 50.00 ft. | 389.64 ft. |
| Maximum Building Coverage | 20% | 12.95% |
| Maximum Improved Coverage | 50% | 26.67% |
| Maximum Building Height | 2 Story/30 ft. | 2 Story/28.56 ft. and 2 Story/27.64 ft. |
| Maximum Density | 4 Units/AC | 3.756 Units/AC |
| Minimum Parking | 18 Spaces | 28 Spaces |

The subject property is located on the southwest side of County Road in the Residential Multifamily (R-MF) District. The site is developed with an existing two-family dwelling, detached barn, driveways, and associated improvements. The property is surrounded by residential uses.

Yard and bulk requirements for the R-MF District can be found in Section 175-12C. and are as follows:

- Minimum Lot Area - 2 acres
- Minimum Lot Width - 150 feet
- Minimum Front Yard Setback - 35 feet
- Minimum Side Yard Setback - 15 feet
- Minimum Rear Yard Setback - 50 feet
- Maximum Building Coverage - 20%
- Maximum Impervious Coverage - 50%
- Maximum Building Height - 2 stories/30 feet
- Maximum Density - 4 units per acre

WHEREAS, testimony in support of the application was given under oath by Applicant's Engineer, Michael Hubschman, P.E., P.P. of Hubschman Engineering PA; Applicant's Architect, Uri Rapaport, AIA of Rapaport & Associates Inc.

WHEREAS, testimony was also given under oath by the Planning Board's Engineer, Nick Chelius, P.E. and Planner, Darlene A. Green, P.P., AICP, both of Colliers Engineering & Design; and

WHEREAS, reports were supplied by the Applicant's Engineer and the Board's Engineer and Planner, providing technical comments in the above referenced review and which confirmed that this is a variance free application; and

WHEREAS, the Planning Board considered the testimony and evidence presented, the following are the findings of fact and conclusions of the Board:

THE SITE:

1. The subject parcel consists of 92,924.61 square feet fronting the westside of County Road and is located in the residential, multifamily district (R-MF). The westerly portion of the site is encumbered by wetlands with associated 300-foot Riparian Zone. The property is also encumbered by an existing drainage easement. The proposed improvements are all located outside of environmentally sensitive areas

with the exception of the outfall structure and associated pipe for the proposed infiltration basin. The site is currently occupied with an existing two (2) family dwelling and barn which is to be demolished.

2. The site sits along County Road where the Applicant proposes to construct a private roadway labeled as Roadway "A" on the site plan which connects to County Road in the northeasterly corner of the site. A portion of the 2.13-acre tract that is proposed for townhouse construction is 0.52 acres, as the remainder of the site is not being developed due to New Jersey Department of Environmental Protection ("NJDEP") environmental constraints.
3. The Board heard the Applicant's testimony and found the subject project to be consistent with the intent and purpose of the Borough's Zoning Ordinance affecting the subject property, Ordinance No. 1066-19, and that no variances are required from the Planning Board for the development as proposed. The Residential, Multifamily Zone Ordinance permits the townhouse project as detailed including two (2) buildings aggregating six (6) townhouse units and two (2) flats.
4. The property consists of 2.13 acres. The portion of the 2.13-acre tract that is proposed for townhouse construction is approximately one-third (1/3) of the acreage, as the remainder of the site to the southwest lies within the Riparian Zone of Cresskill Brook and includes a 300-foot Riparian Zone and a 150-foot trout brook area setback, so that less than one-half (1/2) of the site is buildable.
5. A true and accurate copy of Ordinance No. 1066-19 is annexed hereto as Exhibit "A".
6. In accordance with Ordinance No. 1066-19, Applicant is required to provide two (2) affordable housing rental units in accordance with the Settlement Agreement. The terms and conditions of said Settlement Agreement are incorporated as if set forth at length herein and are a condition of this approval.

OTHER SITE PLAN CONSIDERATIONS:

7. The proposed townhouse development complies with the impervious coverage requirements of Ordinance 1066-19. Specifically, the impervious coverage is permitted at fifty (50%) percent and the Applicant's project is 25.94% impervious coverage.

8. **Stormwater management.** The proposed total area of disturbance is 0.92 acres and is subject to the associated NJDEP Stormwater Management Requirements as a Major Development because there is over 1/4 acre of new impervious coverage. The stormwater management system has been designed by Hubschman Engineering, PA and is as set forth in the plans submitted to the Board's Engineer's Office, which plans have been reviewed by the Board engineer for compliance.
9. No additional increase in water runoff shall be experienced by adjacent properties as a result of this project. Drainage calculations have been submitted to the Board's Engineer's Office and have been reviewed, with remaining outstanding items outlined in the Engineer's review letter dated February 24, 2023.
10. **Sanitary Sewer Flow.** The Applicant has caused a sewer study to be conducted, which analysis was provided by the Applicant and reviewed by the Board Engineer who determined that the Borough's sanitary sewer system has sufficient capacity to handle the development.

NOVEMBER 2, 2022 HEARING

11. At the hearing on November 2, 2022, the Board heard the Applicant's Engineer, Michael Hubschman, P.P., P.E. of Hubschman Engineering, 263 South Washington Avenue, Bergenfield, New Jersey 07621 who was sworn in and qualified as an expert in engineering and testified to the site plan and all engineering plans and reports submitted. Mr. Hubschman also testified that the proposed development satisfies the RSIS Standards for parking where eighteen (18) spaces are required, and thirty (30) spaces are provided.
12. Mr. Hubschman described his Site Plan Set, marked as Exhibit "A-1" consisting of eight (8) sheets, dated October 11, 2022. He described the topographic features of the property to the Board, noting that the area is surrounded by NJDEP protected wetlands, transition areas, riparian zones, and a stream. The project design must accommodate drainage facilities to prevent stormwater runoff onto adjacent properties.
13. He described the development proposal as aggregating eight (8) units within two (2) buildings. Building "A" will contain two (2) affordable housing units in accordance with the Borough's Ordinance and Settlement Agreement. The

remainder of Building "A" and Building "B" will contain six (6) townhouse market-rate townhouse units.

14. Mr. Hubschman described that the two (2) buildings will have different types and sizes of units, with Building "A" having two (2) "flats" together with two (2) townhouse units, and Building "B" containing four (4) townhouse units. He testified that all of the buildings are in compliance with the Ordinance for the zone.
15. Mr. Hubschman described the road layout within the site. He described the road grade as moderate. The initial road design was configured as a 'L' shape, with access from County Road and connecting to driveways at the front of the buildings.
16. Mr. Hubschman testified that all buildings will conform to the Ordinance in terms of bulk issues including respecting a wetlands transition line that exists to the rear of Building "B".
17. Mr. Hubschman testified as to drainage and stormwater controls and soil conditions, indicating that the site plan, at page 6 reflects drainage system details including a Filterra unit for pre-treatment and an infiltration basin at the rear of the development, which stormwater improvements will require periodic maintenance to function properly. At this time members of the Board questioned the location of the Infiltration Basin and Mr. Hubschman indicated that he would consider moving the structure back from where it intrudes into the side-yard.
18. Mr. Hubschman reviewed the landscaping plan indicating that the project required the removal of twenty-eight (28) trees in the building area. He noted that the application for development includes a waiver for certain tree replacement where the Applicant proposes to remove thirty (30) major trees which generates a requirement for forty-six (46) major replacement trees. The Applicant proposes twelve (12) major trees and (69) minor trees.
19. With respect to the Lighting Plan, Mr. Hubschman testified that there would be no light spillage onto neighboring properties.
20. Mr. Hubschman reviewed the interior roadway of the development. In answer to the Board's questions, he indicated that the internal roadway was proposed to be twenty-four (24') feet wide and would be maintained by the homeowner association. He also described a Snow Storage Area Plan which he indicated was

based on a six (6") inch snowfall. The Plan provides for storage of snow on the site with the intention that the storage would not interfere with required parking of residents' vehicles. Parking totals provide for thirty (30) parking spaces with an ADA compliant space included. No sidewalks will be included on the internal roadway plan.

21. At the conclusion of Mr. Hubschman's testimony there were questions from the public and the Board regarding the Landscape Plan, the adequacy of drainage and seepage pit facilities, together with a request that the infiltration basin be moved from the side-yard which is an existing variance condition.
22. The Board also asked for clarification of whether there are basement units depicted in all of the buildings, to which Mr. Hubschman and Attorney Abrahamsen indicated would be further clarified at a subsequent hearing.

DECEMBER 7, 2022 HEARING

23. At the hearing on December 7, 2022, Attorney Abrahamsen indicated that the Applicant would move the catch basin so there will not be a variance condition with respect to the side-yard intrusion. At that time, Mr. Abrahamsen presented the testimony of Applicant's Engineer, Michael Hubschman, P.P., P.E., who was previously sworn. Mr. Hubschman indicated that the Applicant had made five (5) major changes to the plans including moving the catch basin from the side-yard, adding a split rail fence in accordance with NJDEP regulations to indicate the wetlands transition area, widening of the interior roadway from twenty-four (24') feet to twenty-six (26') feet, a relocation of the buildings to allow for the wetlands transition area, and elimination of parking spaces #5 and #6 to provide for a turn-around at the end of the interior roadway and a changeover of proposed decks to patios.
24. Mr. Hubschman described for the Board additional site issues with respect to adding two (2) fire hydrants to the site and indicating that the interior roadway, which was now a straight run, did not require a turn-around in accordance with RSIS , which provides that an interior roadway less than 300 feet in length does not require a turn-around.
25. In response to Board questions, Mr. Hubschman indicated that it is intended that the homeowner association will provide private carting services for trash.

26. At the conclusion of Mr. Hubschman's testimony, the Board opened the meeting to the public for questions and general comments. There were no additional questions or comments from the public.
27. At that time, the Applicant presented the testimony of Uri Rapaport of Rapaport & Associates, Inc. with offices located at 75 Sherwood Road, Tenafly, New Jersey 07670. Mr. Rapaport was sworn in and confirmed by the Board to be an expert architect.
28. Mr. Rapaport described his plans dated January 24, 2022. Building "A" is to include one (1) affordable housing units comprised of two (2) bedroom and one (1) affordable housing unit comprised of three (3) bedrooms. Building "A" faces County Road and reflects the required "traditional" appearance that is depicted in the building plans appended to the Settlement Agreement.
29. Mr. Rapaport described that Unit #1 will be ADA compliant and that an ADA parking space will be proximate to Unit #1.
30. Mr. Rapaport described that the market-rate units are intended to have four (4) bedrooms with parking compliant with the RSIS standard where eighteen (18) spaces are required, and twenty-eight (28) spaces are provided for in the current plans. He indicated that the affordable housing units do not have a basement and that there is a space for a storage unit, but this is not intended to be a "sleeping room".
31. Mr. Rapaport described the exterior building design as "traditional" and that the siding material for the buildings resembles wood and lends itself to the intended traditional look of the buildings.
32. In answer to Board questions, Mr. Rapaport indicated that changes would not be permitted to the units by residents and that there could be no change to either the exterior or interior of the units without returning to the Planning Board for approval. At the conclusion of Mr. Rapaport's testimony, there were no further questions from the Board or the public.
33. Mr. Abrahamsen presented further testimony from Mr. Hubschman, the Applicant's engineer who provided further testimony about site plan changes including the requested waiver referenced on the tree replacement schedule and he described for the Board that the infiltration basin had been moved further east

in response to Board comments. He also offered the testimony as to the Lighting Plan and responded to the Board Engineer's questions regarding the nature of the lighting (LED) and indicated that he would provide the footcandle measurements and temperature/color choice of the lighting to the Board Engineer.

34. In response to Board questions, Mr. Hubschman indicated that in accordance with the Ordinance there would be a deed restriction prohibiting the conversion of garages to living space.
35. At that time there were a number of questions for Mr. Hubschman concerning drainage and flooding concerns affecting the nearby Cresskill Brook, which several neighbors indicated is an existing flooding hazard to their adjoining properties.
36. The Board commented at this time about concerns over flooding and maintenance of the infiltration facility by the homeowner association. The Board also questioned the density of the project and addressed an ambiguity in the architectural plans regarding whether basement bedrooms in Building "A" are prohibited.
37. Mr. Abrahamsen indicated that he would return to the Board for an additional hearing with revised plans to reflect that the development plans were fully compliant with the Settlement Agreement and the Zoning Ordinance and would address the concerns of the Board regarding the basements and other concerns.
38. At that time, the hearing was concluded, and the meeting was adjourned to be continued on January 4, 2023.

JANUARY 4, 2023 HEARING:

39. At the public hearing held on January 4, 2023, the Applicant's Attorney, Richard J. Abrahamsen, advised the Board that there was a further revision to the engineering plan and the architectural plan that was provided to the Board. Mr. Abrahamsen opened the meeting and indicated that the Applicant was proposing six (6) minor revisions to the Engineering Plan and a revision to the Landscaping Plan that was provided to the Board in revised plans. At that time, Mr. Abrahamsen introduced the Applicant's Engineer, Michael Hubschman, P.P., P.E. of Hubschman Engineering who remained qualified and under oath from the previous hearings. Mr. Hubschman described certain changes to the Site Plan to

respond to the Board Engineer's comment letters as well as the Board's comments from the previous hearing.

40. Mr. Hubschman testified that the revised Engineering Plans included (i) moving the small scale infiltration basin 15 ½ feet from the property line on the westside; (ii) revising the originally proposed split rail fence along the wetlands transition area to a four (4) foot black decorative aluminum fence as typically used for swimming pools; (iii) repositioning of Building "A"; (iv) eliminating window rails for the rear basement windows; and (v) eliminating window rails on the side of the building.
41. Finally, Mr. Hubschman indicated that the general Landscaping Plan had been revised to reflect that a tree in front of the transformer on the site would need to be removed. In addition, the plan reflects that four (4) additional seepage pits would be added to the site to capture the roof runoff of Building 'A', while increasing water storage on the site. Runoff from Building 'B' flows to the infiltration basin in the rear of the Building.
42. Mr. Hubschman described for the Board the total storage on the site has been increased to accommodate additional rainwater and that the drainage system is designed to mitigate against any further runoff from the site by reducing the flow rate from the site.
43. In answer to Board questions, Mr. Hubschman described that the basin and two (2) Filterra units have maintenance and inspection requirements for sediment buildup and collection from roof leaders that would be required to maintain proper function, which maintenance would be the responsibility of the homeowner association.
44. A number of Board members and neighbors questioned Mr. Hubschman regarding the efficacy of the drainage system, potential problems from stormwater runoff to neighboring properties and Cresskill Brook; the functioning of the drainage system with respect to soil conditions at the site and continuing concerns about the sufficiency of the volume of runoff that would be contained by the stormwater facilities.
45. At the conclusion of Mr. Hubschman's testimony, there were no further questions from the Board or from members of the public.

46. At that time, Mr. Abrahamsen returned Mr. Rapaport for additional testimony on the architectural plans for the project.
47. Mr. Rapaport remained qualified and under oath from the previous hearing and addressed the Board's questions regarding use of basements for the affordable housing units (there is no basement for Unit #1). He indicated that the plans show a notation regarding the prohibition for a storage unit to be used as a sleeping area.
48. He further testified that the kitchen and hallway of one of the affordable housing units meet ADA requirements. The basement windows have been eliminated at the front elevation along County Road. There were considerable comments regarding the number of bedrooms in total with the Board and Mr. Abrahamsen entering into a colloquy regarding whether the Settlement Agreement binds the Planning Board and the Applicant with respect to the number of bedrooms in the market-rate units, and what conditions would be agreed to between the Applicant and the Board if the application were to achieve an affirmative vote.
49. At the conclusion of Mr. Rapoport's testimony, there were additional questions from the public and the Board regarding the ADA compliant unit, the status of the wetlands and NJDEP restrictions that would prevent disturbance of the area, and further comments regarding the Landscaping Plan and the preservation of certain trees.
50. At the conclusion of Mr. Hubschman's presentation and the testimony of witnesses Messrs. Hubschman and Rapaport, there were no further questions from the Board or from members of the public.
51. At that time, Board Chairperson Hayden requested closing comments from Mr. Abrahamsen. The hearing concluded with the meeting to be adjourned and counsel for the Applicant, Mr. Abrahamsen, and Counsel for the Board Mr. Bern to review possible conditions of approval should the Board consider an approving vote of the project at the next adjourned meeting date which was set at March 1, 2023.

MARCH 1, 2023 HEARING:

52. At the public hearing held on March 1, 2023, the Applicant's new attorney, Antimo A. Del Vecchio, of the firm Beattie Padovano, LLC with offices located at 200 Market Street, Suite 401, Montvale, New Jersey 07645 appeared on behalf of

the Applicant. Mr. Del Vecchio advised the Board that he is replacing Mr. Abrahamsen as counsel for the Applicant. He referred to correspondence previously forwarded to the Board on February 16, 2023, from Daniel L. Steinhagen, Esq. of Beattie Padovano taking issue with the Board's legal authority to question the configuration of the market rate units and bedroom counts. The Steinhagen correspondence and Mr. Del Vecchio asserted that the Ordinance imposes no restriction on the bedroom count for the six (6) market rate units, and that pursuant to N.J.A.C. 5:93-10.2(c) prohibits the Board from regulating the number of bedrooms in a dwelling, particularly so in an inclusionary development. Mr. Del Vecchio described that imposing a limit on the bedroom count would be an improper cost-generating feature and is therefore unlawful.

53. Following Mr. Del Vecchio's statement, he asked the Board to consider that, as a compromise, the Applicant would be willing to accept as a condition of approval that there be no emergency egress windows in the basement of the market rate units, and hence would not be used as bedrooms or sleeping quarters, which addressed a concern of the Board.
54. At that time, Mr. Del Vecchio presented the Applicant's Engineer Michael Hubschman, P.P., P.E., who remained qualified and under oath from the previous hearing. Mr. Hubschman testified regarding additional changes to the Landscape Plan. The Applicant will place additional trees in the Transition Area and will make changes to conform to the Board Planner's and the Board Engineer's review letters. He stipulated that there will be no bedrooms in the basements of the units. In answer to other Board concerns, Mr. Hubschman stated that excess snow will be removed from the site by the homeowner association's private hauler, as needed.
55. At that time Mr. Hubschman addressed the memo from the Borough of Demarest Fire Department dated February 18, 2023, which reviewed the plans and requested four (4) changes. Mr. Hubschman indicated that the first request as to no parking on the street for access by fire apparatus was acceptable. As to Building "B" access, Mr. Hubschman indicated that the NJDEP mandated the location of the fence along the transition area averaging line but that the Applicant would agree to put a gate in to permit access to the rear of the property by fire-fighters. With respect to a walkway, the Applicant would install a walkway if the Board required it to access the rear of the building unless same interferes with the NJDEP required wetlands area. Mr. Hubschman added that the third request regarding fencing was not necessary as no fencing is proposed on the northside of the development

facing County Road. Finally, Mr. Hubschman indicated that in accordance with the Residential Site Improvement Standards ("RSIS") where the roadway in a multifamily court is less than three hundred (300') feet, a turn-around is not required. The roadway on this site is less than three hundred (300') feet.

56. At the conclusion of Mr. Hubschman's testimony there were questions from the Board regarding the revised plans showing no egress windows and no occupiable basement rooms. Mr. Hubschman reiterated that the footprint of the buildings was not changing notwithstanding that the Applicant intended to have four (4) and not three (3) bedrooms in the market-rate units. He indicated that the style and dimensions of the buildings would remain as previously depicted in Mr. Rapaport's architectural plans. He indicated that he would present a comparison of the footprints to evidence that the footprint was not changing.
57. The public was given a chance to question Mr. Hubschman and also to make any comments prior to the hearing being closed. Board members discussed a number of conditions and recognized the concerns of neighboring property owners regarding storm water and flooding issues. The Board recognized the concern and suggested that they would add conditions to any approval.
58. After Mr. Hubschman addressed questions and concerns of the Board, Mr. Del Vecchio provided a brief summation of the application indicating that the plan was a conforming plan that complied with the zoning ordinance. Mr. Del Vecchio indicated that the Applicant was amenable to most of the conditions that had been articulated by the Board and stipulated to by Mr. Abrahamsen during the course of the hearings except for a limitation as to the number of bedrooms in the market-rate units which was previously discussed at the outset of Mr. Del Vecchio's presentation and in the correspondence from Mr. Steinhagen *supra*. Mr. Del Vecchio stipulated that he would extend the time for the Board's consideration and vote on the application provided that the Board authorized its Counsel, Douglas Bern to draft a resolution including conditions that had been previously stipulated to by Mr. Abrahamsen and considered by the Board during the course of the hearings.
59. The Board voted affirmatively to authorize Mr. Bern to draft a resolution and set a Special Meeting date to present the resolution and reconvene was set for March 22, 2023.

60. At the conclusion of Mr. Del Vecchio's brief summation, the Chairwoman called for a motion and a second and the Board voted to authorize Mr. Bern to draft a resolution approving the project for consideration by the Board at the Special Meeting set forth March 22, 2023.

FINDINGS OF FACT AND CONCLUSIONS:

Upon hearing the testimony produced on behalf of the Applicant, and studying the exhibits and materials submitted and for the reasons set forth on the record and in this Resolution, the Planning Board finds that the Preliminary and Final Site Plan Application presently before the Board is in substantial compliance with the ordinances and regulations of the Borough of Demarest and should be approved subject to the conditions listed below. For the reasons set forth in this Resolution and otherwise contained within the record of the public hearings on this matter and by a vote of six (6) to two (2), the Board approves the Application of 95 County Demarest LLC for Preliminary and Final Site Plan Approval.

NOW THEREFORE BE IT RESOLVED, by the Planning Board of the Borough of Demarest, that the development application of Block 145, Lot 5 be, and the same is hereby, approved for the foregoing reasons, subject to the specific and general conditions hereinafter set forth.

This approval and the above listed relief are granted subject to compliance with the following conditions:

CONDITIONS SPECIFIC TO THE APPLICATION:

1. Applicant shall comply with all terms of the Settlement Agreement and attached Conceptual Plan.
2. Subject to the approval of the County Planning Board and compliance with all conditions of that approval.
3. The Applicant shall comply with Ordinance No. 1066-19 which details the permitted uses and conditions of aspects of the development.
4. Applicant shall form a homeowners' association or condominium association (either "Association") to include all the owners of the units to be constructed and the Association shall be responsible for the proper care and maintenance of all

improvements constructed on the property including landscaping, stormwater management, septic systems, access road, access road lighting, fencing and retaining walls and the exterior of all units.

5. Applicant shall submit to the Planning Board Attorney the proposed Master Deed and related Association documents for review prior to filing. Such documents shall include provisions requiring the Association Board to establish sufficient annual reserves for the repair, replacement, and maintenance of the on-site storm water maintenance facilities. The amount of the annual reserve deposit shall be established in the required Master Deed.
6. The Association documents including the Master Deed or other Deed restrictions shall include provisions granting the Borough the right but not the obligation to perform any required repair, replacement or maintenance of the on-site stormwater system in the event that the Association fails to perform (or fails to commence and thereafter diligently perform) any such repair, replacement or maintenance in a timely fashion (within 24 hours in the event of an emergency or seven (7) days in the event of a non-emergency) and to thereafter impose a lien upon all units in the condominium for any amount expended by the Borough for such repair, replacement or maintenance by resolution setting forth the amount of such lien and to thereafter recover such sums as if a municipal tax or public offering statements or other advertising materials shall include notice of this provision.
7. The site shall be fully irrigated.
8. Garbage shall be stored inside of each garage.
9. The affordable units shall be family rental units.
10. The two (2) affordable units shall contain language in the lease that indicates that the storage room cannot be used as a sleeping space. A copy of said lease shall be provided to the Board's professionals for review and approval.
11. The two (2) affordable units shall have at least a 30-year deed restriction, which shall be submitted at least 160 days prior to the issuance of any Certificate of Occupancy. Said deed restriction shall list the unit address, income level, and number of bedrooms and bathrooms. The deed restriction shall be reviewed by the Board Attorney and Planner prior to being recorded.

12. The Applicant shall be responsible for retaining a qualified Administrative Agent, who has been pre-approved by the Borough in accordance with Term #10 of the Avery Settlement Agreement.
13. Affirmative marketing for the affordable units shall commence at least 120 days before any Certificate of Occupancy for any affordable unit is issued. The Developer is allowed to complete 25% of the market rate units prior to the completion of the first affordable unit.
14. All necessary steps shall be taken to make the two (2) affordable units creditworthy pursuant to applicable law for purpose of addressing the Borough's affordable housing obligation.
15. The submission of a Master Deed and Public Offering Statement (as applicable) shall be submitted to the Board Attorney and Planner for review and approval at least 160 days prior to the issuance of any (market or affordable) Certificate of Occupancy.
16. The Applicant shall comply with all outstanding comments and conditions contained in the Board Planner's review letter # 7 dated February 27, 2023.
17. Any landscaping damage as a result of snowplowing and/or storage that is damaged or killed shall be promptly replaced on an ongoing basis.
18. Snow shall be removed from the internal roadway within a reasonable time (not to exceed 24 hours after cessation of the snowfall) and shall not be stockpiled so as not to interfere with safe and efficient vehicular movement on-site, and to the extent it cannot be stock piled, it shall then be removed from the site.
19. Pervious pavers should be used as shown on the Site Plan in order to reduce stormwater runoff.
20. Applicant shall submit an Operation and Maintenance Manual to the Borough for review and approval which shall include a listing and timing of all periodic maintenance for all on-site storm water management facilities. This shall be monitored by the Borough Engineer or the Borough's designee for a period of one (1) year to ensure that all stormwater facilities are functioning as designed and

approved. Once approved, the manual shall be recorded in the office of the Bergen County Clerk.

21. Applicant shall provide two (2) fire hydrants on the property as indicated on the plans in locations to be approved by the Demarest Fire Department.
22. No fencing shall be permitted other than what is shown on the approved plans which shall be permitted without further approval to the extent required by the Borough's Ordinances.
23. Applicant shall comply with all plan revision requirements set forth in the review letter from Craig Zimmerman of Colliers Engineering & Design.
24. After completion of the construction, the site shall be monitored by the Borough Engineer or the Borough's designee to be the person responsible for the monitoring for a period of one (1) year to ensure that all stormwater facilities are functioning as designed and approved.
25. All drainage will be verified by the Borough Engineer after rough grading.
26. Any soil imported to the site shall be certified clean pursuant to NJDEP direct contact standards.
27. For fire and emergency apparatus access and maneuverability, the entire street shall be designated as a 'fire zone' with no street parking permitted at any time. The Applicant shall place signs indicating no parking at any time on the internal road.
28. The Applicant shall install access gates that can accommodate fire and emergency personnel and vehicles in the fence on the transition area averaging line, in locations to be approved by the Demarest Fire Department.
29. The proposed landscaping on the transition area averaging line shall be redesigned in order to accommodate the gates.
30. The Applicant shall install a pervious type of walkway on the side of Building "B" (rear building) so the Fire Department can access the rear of the building with their equipment.

31. The Applicant shall comply with the Building Code with regard to the design of the staircases for each of the Buildings to ensure that the staircases are wide enough to accommodate EMT's carrying a patient down the stairs.
32. The Applicant shall comply with all outstanding comments and conditions contained in the Board Engineer's review letter dated: February 24, 2023, Stormwater Design Review.
33. The Applicant shall comply with all outstanding comments and conditions contained in the Board Engineer's review letter dated December 29th, 2022, Engineering Review #3.
34. The Applicant shall come before the Board if engineering and architectural revisions necessitate a major change of any type.
35. The Applicant shall submit new architectural plans with all required revisions.
 - a. Document entitled "New Townhouses 95 County Rd. Demarest" last revised 12/19/22, sheets 8 & 9, Building A Cellar Floor Plan & Building B Cellar Floor Plan; remove basement bedrooms and egress windows in all basement units.
 - b. The Applicant shall eliminate all exterior basement egress windows and railing.
 - c. The Applicant shall remove the reference to egress window wells on Unit No. 5 on Sheet 7.
36. The Applicant promptly shall submit a comparison plan to the Board comparing the footprint of the Virgona & Virgona Plans with the footprint of the Rapaport & Associates Plans.
37. The Applicant shall co-ordinate tree removal and new tree plantings on the County Road right of way with the Demarest Police Chief remarks. See Board Planner's Review #7 page 8, #11 & the Police Chief's remarks.
 - a. The three October Glory Red Maple trees should be moved south, out of the right of way, onto the yard of Building A. (Discussed during the March 1, 2023 hearing)
38. The Applicant shall submit a revised Tree Removal Plan (Sheet 8) to address the issues in the Board Planner's Review Letter # 7. See Landscaping Section; #18 & 19.

39. The Applicant should consider removing old shrubs, and in some cases trees (with homeowner permission) and planting all new shrubs, and trees, instead of new plantings in between the old shrubs. In most cases the old shrubs and trees have not been maintained and both old and new plantings will suffer if planted too close. See Board Planner's Review Letter #7, Landscaping #9, paragraph 3, # 10, #13, #16, paragraph 3.
40. The Applicant shall relocate the Green Giant arborvitae. See Landscaping Plan page 10, # 20.
41. The Applicant and the Borough shall enter into a Developer's Agreement in standard Borough form, but which shall include, *inter alia*, all items set forth as conditions in this resolution to be included therein. The Planning Board shall be provided the opportunity to review same and provide comments prior to execution.
42. The Applicant shall provide easements on-site to allow for entry, by the Borough or its designee, for any necessary repair, replacement, or maintenance of any onsite storm water facilities in the event they are not repaired, replaced, or maintained by the association. The Borough shall not be obligated for such repair, replacement, or maintenance.
43. Payment of all fees and obligations incurred by the Applicant to the Borough, including any escrow deficiencies, must be made within thirty days of notice of such deficiency and, in any event prior to the signing of the plans by the Planning Board officers if any deficiency exists at the time of the adoption of the Resolution of Memorialization.
44. The association shall enter into an annual agreement with a firm qualified to perform any necessary repair, replacement (including replacement of filter medium) related to the on-site storm water management system. Copies of this contract shall be approved by the Borough and kept on file in the Borough Clerk's office.
45. The maintenance contractor for the stormwater management system shall file not less than annual reports with the Borough outlining any scheduled and/or emergency work performed during the reporting period. Not less than once per year, such contractor shall provide a report to the Borough Engineer on the current state and condition of such system and its components. Any emergency calls shall

be reported to the Borough Engineer within twelve (12) hours of the incident triggering the emergency.

46. Provision shall be made via signage, striping and language in the documents to assure that no parking takes place in the cartway into the site. No vehicles may park in any manner to interfere with potential access of any emergency vehicle into the site. Applicant shall apply to the Borough to have Title 39 applied to the site. The condominium documents shall include provisions preventing the conversion of any garage space in such a manner as to preclude the parking of two motor vehicles in such garage.
47. The installation of improvements shall be subject to inspection by the Borough Engineer. No certificate of occupancy shall be issued unless all construction and conditions conform to the site development plan as approved. A foundation location as-built survey is to be submitted to, and accepted by, the Borough Engineer prior to framing. At the completion of framing, an as-built height survey shall be submitted to, and accepted by, the Borough Engineer before any exterior finishes and fenestration are installed, At the completion of all construction, of the structures, all appurtenances, and the approved site improvements, a final as-built survey shall be submitted to, and accepted by, the Borough Engineer before any Certificate of Occupancy is issued by the Borough.
48. Applicant shall post all performance and maintenance bonds required by municipal ordinance and the Municipal Land Use Law. Such bonds shall be released subject to the approval of the Borough Engineer and Borough Council. All improvements shall be completed in a timely fashion so as not to leave the site in an unfinished, unsafe, or unsightly condition as determined by the Borough Council and if this is not done, the performance bonds may be used by the Borough to restore the site to an acceptable and safe condition. The issuance of occupancy permits shall be conditioned upon the completion of improvements specified in the site plan as approved and may be issued as Temporary Certificate of Occupancy as permitted by Borough ordinance.
49. All improvements shall be completed in accordance with all applicable design standards of the municipal ordinances and substantially in accordance with the provisions of RSIS or as reflected on the approved plans unless otherwise specifically provided in this resolution.

50. If at any time after approval the escrow funds on deposit for purposes of inspection or other activities required by ordinance shall be depleted, sufficient additional funds shall be deposited before any further inspections are conducted.
51. Failure to comply with any of the conditions of site plan approval subsequent to receipt of a building permit shall be construed as a violation of Borough Code and this approval and shall be grounds for revocation of any building permit. Written notice of revocation sent by certified mail by the Building Inspector, requiring compliance with the conditions of site plan approval within a period of time not less than five days, shall effectively revoke any building permit if compliance shall not be made within the time limit set forth. No certificate of occupancy shall issue until all conditions of site plan approval are met.
52. At the time of the installation of any proposed curtain drain the Applicant shall confirm to the satisfaction of the Borough Engineer that such drain collects and handles all underground flow and percolating water in the manner described by Applicant's engineer and the volume of such flow will not adversely impact the proposed storm water management facilities or structures adjacent to same.
53. The Applicant shall publish a brief notice of this decision in the official newspaper of the Borough of Demarest in the time and manner provided by law.

GENERAL CONDITIONS:

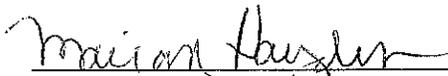
1. All fees, costs, bonds, and escrows shall be paid when due or becoming due. Any monies are to be paid within twenty (20) days of said request by the Board's Secretary.
2. All representations made by Applicant, or its Agents shall be deemed conditions of this approval and any misrepresentations by Applicant's contrary to the representations made before the Board shall be deemed a violation of this approval.
3. The action of the Board in approving this application shall not relieve the Applicant of responsibility for any damages caused by this project, nor does the Board, and the Borough or its reviewing professionals and agencies, accept any responsibility for design of the proposed improvement or for any damages that may be caused by this development.

4. Applicant shall comply with all applicable federal, state, regional, county, and local rules, regulations, and requirements.
5. This approval is conditioned upon the truthfulness of the testimony of the Applicant and Applicant's witnesses. In the event that said testimony is found to be willfully false, this approval may be voidable and may be nullified by the Planning Board.

This Application was approved by the Borough of Demarest Planning Board at a special meeting held on March 22, 2023 upon motion of Councilwoman Fox, and seconded by Mr. Alevrontas upon roll call as follows:

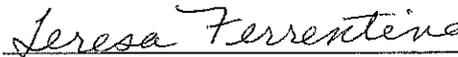
Ayes: 6 Alevrontas, Bernstein, Fox, Rifkind, Tabacchi, Hayden
Nays: 0 Keane, Schooler
Absent: 2 Verp, Parlamis
Abstain:

This Resolution was adopted on the 22nd day of March 2023 by a vote of Six (6) ayes and two (2) nays as set forth herein.



MARIAN HAYDEN, Chairwoman
Demarest Planning Board

BE IT, FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Applicant, Borough Clerk, Construction Code Official and Zoning Officer of the Borough of Demarest. I do certify that this is a true and correct copy of the Resolution as adopted by the Planning Board of the Borough of Demarest, County of Bergen, and State of New Jersey in the within Application.



TERESA FERRENTINO, Board Secretary

DATE APPLICATION APPROVED: MARCH 22, 2023
DATE RESOLUTION APPROVED: MARCH 22, 2023

EXHIBIT 'A'

**Borough of Demarest
Ordinance No.: 1066-19**

adopted 8/26/19

ORDINANCE # 1066-19

BOROUGH OF DEMAREST
BERGEN COUNTY, NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 175 "ZONING", ARTICLE "_____", SO AS
TO CREATE A NEW SECTION ____ ENTITLED "RESIDENTIAL MULTI-FAMILY" ZONE

WHEREAS, the Borough of Demarest has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, the Borough voluntarily brought a timely declaratory judgement action pursuant to the procedures set forth by the Supreme Court in *In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (201)* ("*Mt. Laurel IV*") seeking approval of a Housing Element and Fair Share Plan that satisfied the Borough's obligation to provide for its fair share of the regional need of low and moderate income housing; and

WHEREAS, after a Fairness Hearing held on March 26, 2018, by the Order dated April 11, 2018, Hon. Menelaos W. Toskos, J.S.C. approved the settlement agreement between the Borough of Demarest and Fair Share Housing Center intended to establish the Borough's affordable housing obligation; and

WHEREAS, pursuant to the requirements of the April 11, 2018 Order, the Borough of Demarest intends to supplement its Zoning Ordinance to include provisions addressing Demarest's constitutional obligation to provide for its fair share of low and moderate income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, the Demarest Planning Board has adopted a Housing Element and Fair Share Plan dated March 6, 2019 pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, this Ordinance is intended to implement the above-referenced Housing Element and Fair Share Plan, which has been endorsed by the Governing Body; and

WHEREAS, the Borough Council has determined that certain lands comprised of Block 145, Lot 5 within the R-C Zone are suited for rezoning to permit inclusionary residential development.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Demarest, County of Bergen, State of New Jersey, that the following amendments be made to the Municipal Code of the Borough of Demarest:

Section 1: Demarest Borough Code Chapter 175 "Zoning", Article II "Establishment of Districts", subsection 2 "Districts Enumerated" be amended to add the following underlined language alphabetically:

§175-2 Districts enumerated.

R-MF Residential Multi-Family

Section 2: Demarest Borough Code Chapter 175 "Zoning", Article IV "Residence Districts", subsection 12 "(Reserved)" be replaced and amended to add the following underlined language:

§175-12 Residential Multi-family District.

A. Permitted principal uses:

(1) Townhomes

(2) Stacked flats

B. Permitted accessory uses:

(1) Trash

(2) Fences

(3) Landscaping and buffering

(4) Open space

C. Bulk standards:

(1) Minimum lot area – 2 acres

(2) Minimum lot width – 150 feet

(3) Minimum front yard setback – 35 feet

(4) Minimum side yard setback – 15 feet

(5) Minimum rear yard setback – 50 feet

(6) Maximum building coverage – 20%

(7) Maximum impervious coverage – 50%

(8) Maximum building height – 2 stories and 30 feet

(9) Maximum density – 4 units per acre

D. Architectural standards:

- (1) Garage doors shall face in to the center of the site.
- (2) The building closest to County Road shall be designed to look like a large, single-family home.
- (3) Building offsets (projects and recesses) shall be provided every 35 feet to break up the mass of the buildings. These offsets shall be a minimum of eight inches.

E. Parking

- (1) Parking shall be provided in conformance with the Residential Site Improvement Standards.
- (2) Where provided, garages shall be used to park cars and not converted to living space or used as storage units.

F. Signage

- (1) One monument sign may be installed to identify the development.
- (2) Said sign shall be a maximum of 20 square feet and a maximum of 5 feet tall.
- (3) Said sign shall be setback 10 feet from the property line.
- (4) Said sign may be externally illuminated.

G. Lighting

- (1) A lighting plan prepared by a qualified individual shall be provided with site plan applications.
- (2) All parking areas shall have a minimum average illumination of 0.5 footcandles.
- (3) No lighting at the property line shall exceed 0.5 footcandles.
- (4) Light fixtures shall be full cut off and no taller than 15 feet.

H. Landscaping

- (1) Landscaping shall be provided to promote a desirable visual environment, to accentuate building design, screen parking areas and mitigate averse visual impacts.

- (2) Shade trees shall be provided at a rate of one per 50 linear feet along the public right-of-way. Shade trees shall be a minimum three-inch caliper.
- (3) Side yard setbacks shall be suitably landscaped where they abut existing single-family homes to provide a solid screen. Said screen shall consist of six-foot tall evergreens.
- (4) Parking and driveways areas shall be landscaped with a combination of shade trees and shrubs. Shrubs shall be a minimum of 2.5 feet tall at installation.
- (5) Foundation plantings shall be provided to soften the mass of the buildings. Said plants shall provide seasonal interest at varying heights to complement and provide pedestrian scale to the proposed development.

I. Trash

- (1) Trash and recycling shall be stored inside each individual garage space.

J. Affordable housing.

- (1) Block 145, Lot 5 shall provide two affordable family rental units in accordance with the Settlement Agreement.
- (2) The affordable units shall meet the standards listed in Section 175-46 entitled "Affordable Housing Regulations".
- (3) The developer/HOA shall be responsible for retaining a qualified Administrative Agent, who shall be the Borough's Administrative Agent, or a certified entity approved by the Council.
- (4) All necessary steps shall be taken to market affordable units provided creditworthy pursuant to applicable law.

Section 3. The Official Zoning Map shall be changed for Block 145, Lot 5 from Residential C Zone to R-MF Residential Multi-Family District.

Section 4. Severability.

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgement shall not affect or invalidate the remainder of the Ordinance, but shall be confined in its effect to this section, subsection, paragraph sentence or other part of this Ordinance directly involved in the controversy with respect to which said judgement shall have been rendered, and all other provisions of this Ordinance shall remain in full force and effect.

Section 5. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law, and its provisions shall apply to all building permits applied for on or after the date of adoption and publication hereof as prescribed by law.

BOROUGH OF DEMAREST

By: 
Melinda Iannuzzi, Mayor

ATTEST:


Susan Crosman, RMC, Borough Clerk

Introduced: April 29, 2019

Adopted: August 26, 2019

G:\Client_GOVD\DEMAREST\Demarest_Borough Of_General Counsel_COAH - RCA\Declaratory Judgment Action 2015\180712dag_95_County_Road_Ordinance.docx

EXHIBIT 'B'

**Affidavit of Service
And
Proof of Publication**

ABRAHAMSEN GRANT, LLC

← ATTORNEYS AT LAW →

333 Sylvan Avenue, Suite 107
Englewood Cliffs, NJ 07632

Tel: (201) 840-5660
Fax: (201) 840-5663
www.rjaattorney.com

1180 Avenue of the Americas
Suite 844
New York, NY 10036

Richard J. Abrahamsen * Δ
Savyon Grant *

Of Counsel:

Harriet E. McDonnell *

Members are admitted to:

* NJ & NY

Δ Certified By the Supreme Court
of New Jersey as a Civil Trial
Attorney

October 25, 2022

Borough of Demarest
118 Serpentine Road
Demarest, NJ 07627- 2199
Attn: Building Department
Planning Board Secretary

Re: 95 County Demarest, LLC
Property: 95 County Road Demarest, NJ
Block: 145 Lot: 5
PRELIMINARY AND FINAL SITE PLAN
APPLICATION /APPROVAL
Scheduled Hearing: November 2, 2022

Dear Sir or Madam:

Please be advised that I represent the Applicant in connection with the enclosed Application for Development.

Enclosed herein please find the Affidavit of Service regarding the Public Notice, Original Certified Receipt of Mailings and the Bergen Record's affidavit of publication for your records.

Thank you for your anticipated cooperation and kind courtesies received to date.

Very truly yours,
Mirjana Tarabocchia
Legal Assistant to
Richard J. Abrahamsen, Esq.

Enc.
CC: Client

EXHIBIT A

7022 0410 0002 0044 4554

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| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage

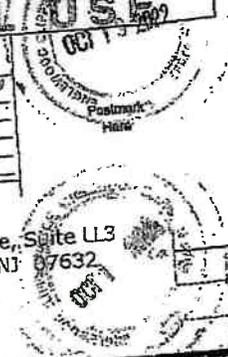
Total P

Sent To

Street

City, St

Current Owner
333 Sylvan Avenue, Suite LL3
Englewood Cliffs, NJ 07632
Blk: 55 Lot 1.02



PS Form 3800, April 2015 PSN 7530-01-000-9047

See Reverse for Instructions

7022 0410 0002 0044 4561

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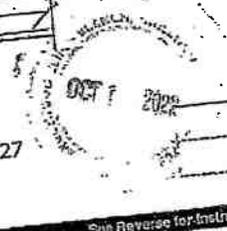
Total P

Sent To

Street

City, St

Current Owner
27 Edward Street
Demarest, NJ 07627
Blk: 91 Lot:245



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5174 5400 2000 0410 2202

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Total P

Sent To

Street

City, St

Current Owner
32 Brock Way
Demarest, NJ 07627
Blk: 94 Lot: 1



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| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage

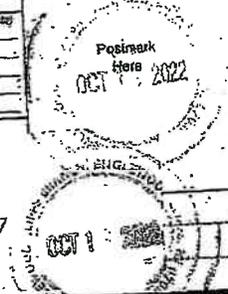
Total P

Sent To

Street

City, St

Current Owner
31 Edward Street
Demarest, NJ 07627
Blk: 91 Lot: 249



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| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
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| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage

Total P

Sent To

Street

City, St

Current Owner
28 Brook Way
Demarest, NJ 07627
Blk: 94 Lot: 3



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| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

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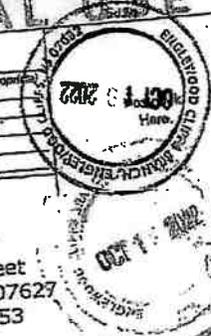
Total P

Sent To

Street

City, St

Current Owner
35 Edward Street
Demarest, NJ 07627
Blk: 91 Lot: 253



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Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Current Owner
39 Edward Street
Demarest, NJ 07627
Blk: 91 Lot: 257

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Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Current Owner
85 County Road
Demarest, NJ 07627
Blk:91 Lot: 284

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PS Form 3800, April 2015 PSN 7503-02-000-9017 See Reverse for Instructions

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Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Post \$

Sent To

Street and

City, State

Current Owner
43 Edward Street
Demarest, NJ 07627
Blk:91 Lots: 260, 261, 263

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OCT 1 2022

PS Form 3800, April 2015 PSN 7503-02-000-9017 See Reverse for Instructions

7022 0410 0002 0043 6146

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Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Post \$

Sent To

Street and

City, State

Current Owner
90 County Road
Demarest, NJ 07627
Blk:91 Lot: 288

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7022 0410 0002 0044 0716

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Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent To

Street

City, State

Current Owner
47 Edward Street
Demarest, NJ 07627
Blk: 91 Lot: 264

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Adult Signature Restricted Delivery \$

Postage \$

Total \$

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Street

City, State

Current Owner
94 County Road
Demarest, NJ 07627
Blk: 91 Lot: 292

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Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent To \$

Street \$

City, State \$

Postmark Here.

Current Owner
98 County Road
Demarest, NJ 07627
Blk: 91 Lot: 295

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Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent To \$

Street \$

City, State \$

Postmark Here.

Current Owner
110 County Road
Demarest, NJ 07627
Blk: 91 Lot: 307

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Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Post \$

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Street and \$

City, State \$

Postmark Here.

Current Owner
102 County Road
Demarest, NJ 07627
Blk: 91 Lot: 299

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Adult Signature Restricted Delivery \$

Postage \$

Total \$

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Street \$

City, State \$

Postmark Here.

Current Owner
107 County Road
Demarest, NJ 07627
Blk: 145 Lot: 16

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Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Post \$

Sent To \$

Street and \$

City, State \$

Postmark Here.

Current Owner
106 County Road
Demarest, NJ 07627
Blk: 91 Lot: 303

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Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total Post \$

Sent To \$

Street and \$

City, State \$

Postmark Here.

Current Owner
19 Brook Way
Demarest, NJ 07627
Blk: 145 Lot: 12

PS Form 3800, April 2015 PSN 7500-02-000-9047 See Reverse for Instructions

7022 0410 0002 0044 4639

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| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ _____ |
| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage \$ _____

Total P_{ost} \$ _____

Sent To
Current Owner
15 Brook Way
Demarest, NJ 07627
Blk: 145 Lot: 13

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

7022 0410 0002 0044 4646

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| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage \$ _____

Total P_{ost} \$ _____

Sent To
Current Owner
79 County Rd
Demarest, NJ 07627
Blk: 151 Lot: 1

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

7022 0410 0002 0043 6177

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Postage \$ _____

Total P_{ost} \$ _____

Sent To
Current Owner
11 Brook Way
Demarest, NJ 07627
Blk: 145 Lot: 14

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

7022 0410 0002 0043 6306

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| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage \$ _____

Total P_{ost} \$ _____

Sent To
Current Owner
10 Carlotta Way
Demarest, NJ 07627
Blk: 151 Lot: 14

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

7022 0410 0002 0044 4332

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Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

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| <input type="checkbox"/> Return Receipt (hardcopy) | \$ _____ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ _____ |
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| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage \$ _____

Total P_{ost} \$ _____

Sent To
Current Owner
7 Brook Way
Demarest, NJ 07627
Blk: 145 Lot: 15

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

7022 0410 0002 0044 4349

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| <input type="checkbox"/> Return Receipt (hardcopy) | \$ _____ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ _____ |
| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage \$ _____

Total P_{ost} \$ _____

Sent To
Current Owner
89 County Rd
Demarest, NJ 07627
Blk: 152 Lot: 1

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

7022 0430 0002 0044 4363

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| <input type="checkbox"/> Return Receipt (electronic) | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage
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Total Pk
\$

Sent To
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Street #
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City, St
\$

Current Owner
9 Carlotta Way
Demarest, NJ 07627
Blk: 152 Lot: 9

OCT 19 2022

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0430 0002 0044 4358

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| <input type="checkbox"/> Return Receipt (electronic) | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage
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Total Pk
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Sent To
\$

Street #
\$

City, St
\$

Current Owner
1 Lauren Pond
Demarest, NJ 07627
Blk: 97.03 Lot 2.04

OCT 19 2022

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0430 0002 0044 4659

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| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage
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Total Pk
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Sent To
\$

Street #
\$

City, St
\$

Current Owner
118 Serpentine Rd.
Demarest, NJ 07627
Blk: 152 Lot: 16,17-30

OCT 19 2022

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0430 0002 0044 6108

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| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage
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Total Pk
\$

Sent To
\$

Street #
\$

City, St
\$

Current Owner
5 Lauren Pond Ct.
Demarest, NJ 07627
Blk: 97.03 Lot: 2.03

OCT 19 2022

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0430 0002 0044 6312

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Extra Services & Fees (check box, add fee as appropriate)

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| <input type="checkbox"/> Return Receipt (hardcopy) | \$ |
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| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage
\$

Total Pk
\$

Sent To
\$

Street #
\$

City, St
\$

Current Owner
8 Lauren Pond
Demarest, NJ 07627
Blk: 97.03 Lot: 2.03

OCT 19 2022

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage
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Total Pk
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Sent To
\$

Street #
\$

City, St
\$

Current Owner
9 Lauren Pond Ct.
Demarest, NJ 07627
Blk: 97.03 Lot: 2.03

OCT 19 2022

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ _____ |
| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage
\$ _____

Total Post
\$ _____

Sent To
Street and
City/State

Current Owner
95 County Road
Demarest, NJ 07627

PS Form 3800, April 2015 PSN 7530-02-000-9077 See Reverse for Instructions

7022 0410 0002 0044 4424

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| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage
\$ _____

Total
\$ _____

Sent To
Street
City

Public Service Electric & Gas
P. O. Box 570
Newark, NJ 07101-0570
Attn: Corporate TGB Properties

PS Form 3800, April 2015 PSN 7530-02-000-9077 See Reverse for Instructions

7022 0410 0002 0044 4400

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| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage
\$ _____

Total
\$ _____

Sent To
Street
City

The Borough of Demarest
118 Serpentine Road
Demarest, NJ 07627

PS Form 3800, April 2015 PSN 7530-02-000-9077 See Reverse for Instructions

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| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage
\$ _____

Total
\$ _____

Sent To
Street
City

Rockland Electric Company
One Blue Hill Plaza
Pearl River, NY 10965
Attn: Corporate Secretary

PS Form 3800, April 2015 PSN 7530-02-000-9077 See Reverse for Instructions

7022 0410 0002 0044 4370

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| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage
\$ _____

Total
\$ _____

Sent To
Street
City

Verizon New Jersey
540 Broad Street
Newark, NJ 07102
Attn: Corporate Secretary

PS Form 3800, April 2015 PSN 7530-02-000-9077 See Reverse for Instructions

7022 0410 0002 0044 4455

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| <input type="checkbox"/> Adult Signature Required | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage
\$ _____

Total
\$ _____

Sent To
Street
City

CableVision of New Jersey
40 Potash Rd
Oakland, NJ 07436

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7022 0430 0002 0044 4444

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Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

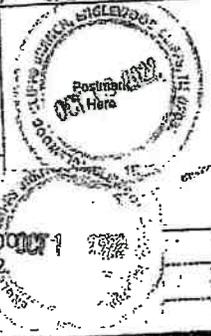
Postage \$

Total \$

Sent To: Suez North America
461 From Road #4000-1
Paramus, NJ 07652

Street City State Zip

PS Form 3800, April 2015 PSN 7539-02-000-9047 See Reverse for Instructions



7022 0430 0002 0044 4441

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

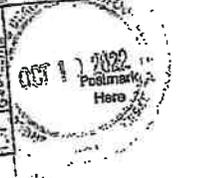
Postage \$

Total \$

Sent To: Bergen County Planning Board
County of Bergen
One Bergen County Plaza
Hackensack, NJ 070601

Street City State Zip

PS Form 3800, April 2015 PSN 7539-02-000-9047 See Reverse for Instructions



7022 0430 0002 0044 4394

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent To: Bergen County Utilities Authority
Foot of Merhof Road
Box No. 9
Little Ferry, NJ 07643

Street City State Zip

PS Form 3800, April 2015 PSN 7539-02-000-9047 See Reverse for Instructions



7022 0430 0002 0044 4462

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent To: Bergen County Department of
Planning & Economic Development
Review
2 Bergen County Plaza 1st Floor
Hackensack, NJ 07601

Street City State Zip

PS Form 3800, April 2015 PSN 7539-02-000-9047 See Reverse for Instructions



7022 0430 0002 0044 4387

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Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

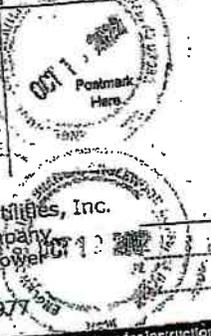
Postage \$

Total \$

Sent To: Orange & Rockland Utilities, Inc.
Rockland Electric Company
Pike County Light & Power
75 West Route 59
Spring Valley, NY 10977

Street City State Zip

PS Form 3800, April 2015 PSN 7539-02-000-9047 See Reverse for Instructions



BOROUGH OF DEMAREST
PLANNING BOARD
NOTICE OF PUBLIC HEARING

Applicant: 95 County Demarest, LLC
Address: 95 County Road, Demarest NJ 07627
Block: 145 Lot: 5

PLEASE TAKE NOTICE:

NOTICE IS HEREBY GIVEN that a public hearing of the Planning Board for the Borough of Demarest will take place at Demarest Borough Hall in the Chambers of Council Chamber located at 118 Serpentine Road, Demarest, NJ on November 2, 2022 at 7:30 pm concerning the application of 95 County Demarest, LLC for 95 County Road, Demarest, New Jersey 07627 for Block 145 Lot 5 on the current Tax Assessment Map of the Borough of Demarest.

The Applicant has made an application for preliminary and final site plan approval for an inclusionary townhouse development at 95 County Road, Lot 5 in Block 145 on the current assessment map of the Borough of Demarest.

The property was the subject of a settlement agreement dated April 10, 2019 between the Borough of Demarest and the Owners of the property Carol E. Avery and Quentin D. Avery in accordance with In Re: N.J.A.C.5:96 and 97, 221 N.J.1, (2015) (Mount Laurel IV) in In the Matter of the Borough of Demarest, County of Bergen Docket No: Ber-L-6301-15.

The Applicant contends that the application requires no variances. The Applicant proposes to construct six (6) market rate townhouses and two (2) affordable units. The application is filed pursuant to the zoning ordinance amendment adopted by the Mayor and Council pursuant to the settlement. The application complies with both the ordinance and the settlement agreement.

The Applicants apply for preliminary and final site plan approval and the Applicants contend that the application requires no variances, exceptions or waivers. In the event the Board deems that variances, exceptions or waivers are required, the Applicant requests that the Board grant such waivers, exceptions, and variances which the Board may deem to apply to this application.

Take further notice that a public hearing has been ordered for Wednesday, November 2, 2022 at 7:30 pm before the Planning Board of Demarest at the Demarest Council Chambers, Demarest Borough Hall in the Council Chamber located at 118 Serpentine Road, Demarest NJ 07627

at which time and place when this case is called you may appear either in person or by attorney, and present any opinion, comment, objection or evidence which you may have related to this application.

The complete application is on file and is available for you and the public which may inspect all documents filed and relating to this application at the borough hall seeking approval will be available with the office of Planning Board in the Municipal Building and may be inspected and reviewed during the normal business hours of the Municipality located at the Demarest Borough Hall 118 Serpentine Rd. Demarest, NJ [Phone: 201-768-0167 ext. 139 or 201-768-2569 via E-mail [jferrentino@demarestnj.gov; crosmar@demarestnj.gov or depclerk@demarestnj.gov]

This notice is being published pursuant to the requirements of the Borough of Demarest and the Municipal Land Use Law.

S/Richard J. Abrahamsen, Esq.
ABRAHAMSENGRANT, LLC
Attorney for the Applicant
95 County Demarest, LLC
Dated of this Notice: October 17, 2022

EXHIBIT B



THE BOROUGH OF DEMAREST

118 SERPENTINE ROAD
DEMAREST, N.J. 07627-2199

(201) 768-0167
(201) 768-2581 FAX

AbrahamsenGrant, LLC
Attorneys At Law
333 Sylvan Avenue, Suite 107
Englewood, NJ 07632

March 31, 2022

Re/List 200 Ft. list of Demarest property located at 95 County Rd. B/145 L/5

Dear Mr. Abrahamsen,

This is to certify that the attached is a list of Property Owners from the current Tax Duplicate of the Borough of Demarest whose property is located within the radius of two hundred (200) feet of the subject property known as 95 County Rd Demarest, NJ 07627

Notification must also be given to the following:

Bergen County Department of Planning
& Economic Development Review

2 Bergen County Plaza, 1st floor
Hackensack, NJ 07601


Lee Campbell Secretary to Jason Laliker-Tax Assessor

OWNER & ADDRESS REPORT

DEMAREST

200 FT LIST 95 COUNTY ROAD B/145 L/5

| BLOCK | LOT | QUAL | CLA | PROPERTY OWNER | PROPERTY LOCATION | Add'l Lots |
|-------|------|------|-----|---|-------------------|--------------|
| 55 | 1.02 | | 2 | Current Owner 333 SVLVAN AVE ENGLEWOOD CLIFFS, NJ 07632 | 48 MEADOW ST | |
| 94 | 1 | | 2 | Current Owner 32 BROOK WAY DEMAREST, NJ 07627 | 32 BROOK WAY | |
| 94 | 3 | | 2 | Current Owner 28 BROOK WAY DEMAREST, NJ 07627 | 28 BROOK WAY | |
| 91 | 245 | | 2 | Current Owner 27 EDWARD STREET DEMAREST, NJ 07627 | 27 EDWARD ST | |
| 91 | 249 | | 2 | Current Owner 31 EDWARD ST DEMAREST, NJ 07627 | 31 EDWARD ST | |
| 91 | 253 | | 2 | Current Owner 35 EDWARD ST DEMAREST NJ 07627 | 35 EDWARD ST | |
| 91 | 257 | | 2 | Current Owner 39 EDWARD ST DEMAREST, NJ 07627 | 39 EDWARD ST | |
| 91 | 260 | | 2 | Current Owner 43 EDWARD STREET DEMAREST, NJ 07627 | 43 EDWARD ST | LOTS 261-263 |
| 91 | 264 | | 2 | Current Owner 47 EDWARD ST DEMAREST, NJ 07627 | 47 EDWARD ST | |
| 91 | 284 | | 2 | Current Owner 86 COUNTY ROAD DEMAREST, NJ 07627 | 86 COUNTY RD | |
| 91 | 288 | | 2 | Current Owner 90 COUNTY RD DEMAREST NJ 07627 | 90 COUNTY RD | |
| 91 | 292 | | 2 | Current Owner 94 COUNTY ROAD DEMAREST, NJ 07627 | 94 COUNTY RD | |
| 91 | 295 | | 2 | Current Owner 98 COUNTY RD DEMAREST, NJ 07627 | 98 COUNTY RD | |
| 91 | 299 | | 2 | Current Owner 102 COUNTY RD DEMAREST, NJ 07627 | 102 COUNTY RD | |
| 91 | 303 | | 2 | Current Owner 106 COUNTY ROAD DEMAREST, NJ 07627 | 106 COUNTY RD | |
| 91 | 307 | | 2 | Current Owner 110 COUNTY RD DEMAREST, NJ 07627 | 110 COUNTY RD | |
| 145 | 16 | | 2 | Current Owner 107 COUNTY RD DEMAREST, NJ 07627 | 107 COUNTY RD | |
| 145 | 12 | | 2 | Current Owner 19 BROOK WAY DEMAREST, NJ 07627 | 19 BROOK WAY | |
| 145 | 13 | | 2 | Current Owner 15 BROOK WAY DEMAREST, NJ 07627 | 15 BROOK WAY | |

OWNER & ADDRESS REPORT

03/31/22 Page 2 of 2

DEMAREST

200 FT LIST 95 COUNTY ROAD 8/145 L/5

| BLOCK | LOT | QUAL | CLA | PROPERTY OWNER | PROPERTY LOCATION | Add'l Lots |
|-------|------|------|-----|--|---------------------|------------|
| 145 | 14 | | 2 | Current Owner 11 BROOK WAY DEMAREST, NJ 07627 | 11 BROOK WAY | |
| 145 | 15 | | 2 | Current Owner 7 BROOK WAY DEMAREST, NJ 07627 | 7 BROOK WAY | |
| 151 | 1 | | 2 | Current Owner 79 COUNTY RD. DEMAREST, NJ 07627 | 79 COUNTY RD | |
| 151 | 14 | | 2 | Current Owner 10 CARLOTTA WAY DEMAREST, N.J. 07627 | 10 CARLOTTA WAY | |
| 152 | 1 | | 2 | Current Owner 89 COUNTY RD DEMAREST, NJ 07627 | 89 COUNTY RD | |
| 152 | 9 | | 2 | Current Owner 9 CARLOTTA WAY DEMAREST, N.J. 07627 | 9 CARLOTTA WAY | |
| 152 | 16 | | 15C | Current Owner 118 SERPENTINE RD DEMAREST NJ 07627 | CARLOTTE WAY | L17-30 |
| 97.03 | 2.01 | | 2 | Current Owner 8 LAUREN POND DEMAREST, NJ 07627 | 8 LAUREN POND COURT | |
| 97.03 | 2.04 | | 2 | Current Owner 1 LAUREN POND DEMAREST, NJ 07627 | 1 LAUREN POND COURT | |
| 97.03 | 2.03 | | 2 | Current Owner 5 LAUREN POND CT DEMAREST, NJ 07627 | 5 LAUREN POND COURT | |
| 97.03 | 2.02 | | 2 | Current Owner 9 LAUREN POND CT DEMAREST, NJ 07627 | 9 LAUREN POND COURT | |

*** Public Utilities:**

| | |
|--|--|
| Verizon New Jersey 540 Broad Street Newark, NJ 07101 Attn: Corporate Secretary | Public Service Electric & Gas P.O. Box 570 Newark, NJ 07101-0570 Attn: Corporate TGB Properties |
| Rockland Electric Company One Blue Hill Plaza Pearl River, NY 10965 Attn: Corporate Secretary | CableVision of New Jersey 40 Potash Rd Oakland, New Jersey 07436 |
| Suez North America 481 From Road #400 Paramus, NJ 07652 | Bergen County Utilities Authority Foot of Methof Road Box No. 9 Little Ferry, NJ 07643 |
| Orange & Rockland Utilities, Inc. Rockland Electric Company Pike County Light & Power 75 West Route 69 Spring Valley, NY 10977 | Bergen County Planning Board County of Bergen One Bergen County Plaza Hackensack, NJ 07601 |

EXHIBIT C

Ad Number: 0005454984

The Record

Ad Order Number:
0005454984

STATE OF NEW JERSEY
COUNTY OF PASSAIC

D. Roberts

Of full age, being duly sworn according to law, on his/her oath says that he/she is employed at North Jersey Media Group publisher of the The Record. Included herewith is a true copy of the notice that was published in the issue(s) dated on the following :

10/20/2022

in The Record, a newspaper of general circulation and published in Hackensack, in the County of Bergen and circulated in Bergen, Passaic, Hudson, Morris and Essex Counties. Said newspaper is published seven days a week.

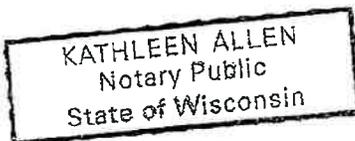
Subscribed and sworn before me this 20 day of October, 2022

Kathleen Allen

A Notary Public, State of Wisconsin, County of Brown

1-7-05

My Commission Expires



BOROUGH OF DEMAREST
PLANNING BOARD
NOTICE OF PUBLIC HEARING

Applicant: 95 County Demarest, LLC
Address: 95 County Road, Demarest NJ 07627
Block: 145 Lot: 5

PLEASE TAKE NOTICE:

NOTICE IS HEREBY GIVEN that a public hearing of the Planning Board for the Borough of Demarest will take place at Demarest Borough Hall in the Chambers of Council Chamber located at 118 Serpentine Road, Demarest, NJ on November 2, 2022 at 7:30 pm concerning the application of 95 County Demarest, LLC for 95 County Road, Demarest, New Jersey 07627 for Block 145 Lot 5 on the current Tax Assessment Map of the Borough of Demarest.

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The property was the subject of a settlement agreement dated April 10, 2019 between the Borough of Demarest and the Owners of the property Carol E. Avery and Quentin D. Avery in accordance with In Re: N.J.A.C.5:96 and 97, 221 N.J.1, (2015) (Mount Laurel IV) in In the Matter of the Borough of Demarest, County of Bergen Docket No: Ber-L-6301-15.

The Applicant contends that the application requires no variances. The Applicant proposes to construct six (6) market rate townhouses and two (2) affordable units. The application is filed pursuant to the zoning ordinance amendment adopted by the Mayor and Council pursuant to the settlement. The application complies with both the ordinance and the settlement agreement.

The Applicants apply for preliminary and final site plan approval and the Applicants contend that the application requires no variances, exceptions or waivers. In the event the Board deems that variances, exceptions or waivers are required, the Applicant requests that the Board grant such waivers, exceptions, and variances which the Board may deem to apply to this application.

Take further notice that a public hearing has been ordered for Wednesday, November 2, 2022 at 7:30 pm before the Planning Board of Demarest at the Demarest Council Chambers, Demarest Borough Hall in the Council Chamber located at 118 Serpentine Road, Demarest NJ 07627

at which time and place when this case is called you may appear either in person or by attorney, and present any opinion, comment, objection or evidence which you may have related to this application.

The complete application is on file and is available for you and the public which may inspect all documents filed and relating to this application at the borough hall seeking approval will be available with the office of Planning Board in the Municipal Building and may be inspected and reviewed during the normal business hours of the Municipality located at the Demarest Borough Hall 118 Serpentine Rd. Demarest, NJ [Phone: 201-768-0167 ext. 139 or 201-768-2569 via E-mail [iferrentino@demarestnj.gov; rosman@demarestnj.gov or depclerk@demarestnj.gov]

This notice is being published pursuant to the requirements of the Borough of Demarest and the Municipal Land Use Law.

S/Richard J. Abrahamsen, Esq.

ABRAHAMSEN GRANT, LLC

Attorney for the Applicant

95 County Demarest, LLC

Dated of this Notice: October 17, 2022

BOROUGH OF DEMAREST
PLANNING BOARD
NOTICE OF PUBLIC HEARING

Applicant: 95 County Demarest, LLC
Address: 95 County Road, Demarest NJ 07627
Block: 145 Lot: 5

PLEASE TAKE NOTICE:

NOTICE IS HEREBY GIVEN that a public hearing of the Planning Board for the Borough of Demarest will take place at Demarest Borough Hall in the Chambers of Council Chamber located at 118 Serpentine Road, Demarest, NJ on November 2, 2022 at 7:30 pm concerning the application of 95 County Demarest, LLC for 95 County Road, Demarest, New Jersey 07627 for Block 145 Lot 5 on the current Tax Assessment Map of the Borough of Demarest.

The Applicant has made an application for preliminary and final site plan approval for an inclusionary townhouse development at 95 County Road, Lot 5 in Block 145 on the current assessment map of the Borough of Demarest.

The property was the subject of a settlement agreement dated April 10, 2019 between the Borough of Demarest and the Owners of the property Carol E. Avery and Quentin D. Avery in accordance with In Re: N.J.A.C.5:96 and 97, 221 N.J.1, (2015) (Mount Laurel IV) in In the Matter of the Borough of Demarest, County of Bergen Docket No: Ber-L-6301-15.

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The Applicants apply for preliminary and final site plan approval and the Applicants contend that the application requires no variances, exceptions or waivers. In the event the Board deems that variances, exceptions or waivers are required, the Applicant requests that the Board grant such waivers, exceptions, and variances which the Board may deem to apply to this application.

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This notice is being published pursuant to the requirements of the Borough of Demarest and the Municipal Land Use Law.

S/Richard J. Abrahamsen, Esq.

ABRAHAMSENGRANT, LLC

Attorney for the Applicant

95 County Demarest, LLC

Dated of this Notice: October 17, 2022

Ad Number: 0005454984

The Record

Ad Order Number
0005454984

STATE OF NEW JERSEY
COUNTY OF PASSAIC

D. Roberts

Of full age, being duly sworn according to law, on his/her oath says that he/she is employed at North Jersey Media Group publisher of the The Record. Included herewith is a true copy of the notice that was published in the issue(s) dated on the following :

10/20/2022

in The Record, a newspaper of general circulation and published in Hackensack, in the County of Bergen and circulated in Bergen, Passaic, Hudson, Morris and Essex Counties. Said newspaper is published seven days a week.

Subscribed and sworn before me this 20 day of October, 2022

Kathleen Allen

A Notary Public, State of Wisconsin, County of Brown

1-9-05

My Commission Expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

BOROUGH OF DEMAREST
PLANNING BOARD
NOTICE OF PUBLIC HEARING

Applicant: 95 County Demarest, LLC
Address: 95 County Road, Demarest NJ 07627
Block: 145 Lot: 5

PLEASE TAKE NOTICE:

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The Applicant has made an application for preliminary and final site plan approval for an inclusionary townhouse development at 95 County Road, Lot 5 in Block 145 on the current assessment map of the Borough of Demarest.

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This notice is being published pursuant to the requirements of the Borough of Demarest and the Municipal Land Use Law.

S/Richard J. Abrahamsen, Esq.

ABRAHAMSENGRANT, LLC

Attorney for the Applicant

95 County Demarest, LLC

Dated of this Notice: October 17, 2022

Public Notice

Originally published at northjersey.com on 10/20/2022

BOROUGH OF DEMAREST PLANNING BOARD NOTICE OF PUBLIC HEARING

Applicant: 95 County Demarest, LLC Address: 95 County Road, Demarest NJ 07627

Block: 145 Lot: 5 PLEASE TAKE NOTICE: NOTICE IS HEREBY GIVEN that a public hearing of the Planning Board for the Borough of Demarest will take place at Demarest Borough Hall in the Chambers of Council Chamber located at 118 Serpentine Road, Demarest, NJ on November 2, 2022 at 7:30 pm concerning the application of 95 County Demarest, LLC for 95 County Road, Demarest, New Jersey 07627 for Block 145 Lot 5 on the current Tax Assessment Map of the Borough of Demarest. The Applicant has made an application for preliminary and final site plan approval for an inclusionary townhouse development at 95 County Road, Lot 5 in Block 145 on the current assessment map of the Borough of Demarest. The property was the subject of a settlement agreement dated April 10, 2019 between the Borough of Demarest and the Owners of the property Carol E. Avery and Quentin D. Avery in accordance with In Re: N.J.A.C.5:96 and 97, 221 N.J.1, (2015) (Mount Laurel IV) in In the Matter of the Borough of Demarest, County of Bergen Docket No: Ber-L-6301-15. The Applicant contends that the application requires no variances. The Applicant proposes to construct six (6) market rate townhouses and two (2) affordable units. The application is filed pursuant to the zoning ordinance amendment adopted by the Mayor and Council pursuant to the settlement. The application complies with both the ordinance and the settlement agreement. The Applicants apply for preliminary and final site plan approval and the Applicants contend that the application requires no variances, exceptions or waivers. In the event the Board deems that variances, exceptions or waivers are required, the Applicant requests that the Board grant such waivers, exceptions, and variances which the Board may deem to apply to this application. Take further notice that a public hearing has been ordered for Wednesday, November 2, 2022 at 7:30 pm before the Planning Board of Demarest at the Demarest Council Chambers, Demarest Borough Hall in the Council Chamber located at 118 Serpentine Road, Demarest NJ 07627 at which time and place when this case is called you may appear either in person or by attorney, and present any opinion, comment, objection or evidence which you may have related to this application. The complete application is on file and is available for you and the public which may inspect all documents filed and relating to this application at the borough hall seeking approval will be available with the office of Planning Board in the Municipal Building and may be inspected and reviewed during the normal business hours of the Municipality located at the Demarest Borough Hall 118 Serpentine Rd. Demarest, NJ [Phone: 201-768-0167 ext. 139 or 201-768-2569 via E-mail I tferrantino@demarestnj.gov; croseman@demarestnj.gov

of the Borough of Demarest and the Municipal Land Use Law. S/Richard J. Abrahamsen,
Esq. ABRAHAMSENGRANT, LLC Attorney for the Applicant 95 County Demarest, LLC
Dated of this Notice: October 17, 2022 The Record-October 20, 2022 Fee: \$50.40 (112)
0005454984

EXHIBIT 'C'

Correspondence from the Borough of Demarest:

- **Police Department**
- **Fire Department and**
- **Volunteer Ambulance Corps.**

201-768-1540

Date: 10/20/2022

TO:
Planning Board Members
~~Planning Board Attorney~~
~~Borough Engineer~~
~~Borough Planner~~
Environmental Commission
Board of Health

X Superintendent of Public Works -
✓ Borough Chief of Police
Fire Department
Borough Clerk
X Shade Tree Commission -
Recreation Commission

John McLaughlin Fire Chief / Democrat Mt. Joy

FROM: Planning Board Secretary / Planning Board Chairperson

In accordance with Chapter 153-14A (4), Subdivision and Site Plan Review, attached herewith is the application and map for the Site Plan of 95 County Road, for your review and report.

This Site Plan hearing is scheduled for the regular meeting of the Planning Board on:

November 2, 2022

Please return this copy to me with your comments prior to the above meeting.

Signed: Amelia Haugler

Planning Board Secretary / Planning Board Chair

_____ No Comments

Comments:

AREA WOULD BE NEEDED FOR EMERGENCY VEHICLES TO TURN AROUND BETWEEN UNIT #1 + 2K? PLEASE DISCUSS WITHIN UNIT CELEBRATE TREE AS SIGHT DISTANCE OF 40 FEET IS ONLY TO APPROX. (AFTER 21) WOULD PREFER (UNDER AND) UNIMPAIRED LINE OF SIGHT FOR TRAFFIC ON A COUNTY RD. THANK YOU.

Dated: _____

Signed: _____

10/21/22

Cliff A. [Signature]

area wide enough for emergency vehicles to turn around best would be

Date: November 28, 2022

- TO:
- Planning Board Members
 - Planning Board Attorney
 - Borough Engineer
 - Borough Planner
 - Environmental Commission
 - Board of Health
 - Superintendent of Public Works
 - ✓ Borough Chief of Police
 - Fire Department
 - Borough Clerk
 - Shade Tree Commission
 - Recreation Commission
 - Ambulance Corps
 - Construction Official

FROM: Planning Board Administrative Assistant

In accordance with Chapter 153-14A (4), Subdivision and Site Plan Review, attached herewith is the application and map for the Site Plan of

95 County Road, for your review and

report. This Site Plan hearing is scheduled for the regular meeting of the Planning Board on:

December 7, 2022

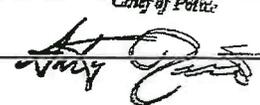
Please return this copy to me with your comments prior to the above meeting.

Signed: Teresa Ferrentine
Planning Board Administrative Assistant

 No Comments

Comments:

- * Recommend to please remove / adjust placement of trees and / or bushes at the Stop Sign of road 'A' to increase the sight distance from 400 feet to approximately 700 feet in both directions, so that the intersection of County & Anderson (southbound) and school traffic exiting off Lake Rd. (northbound) can be visible for vehicles safely entering onto a County roadway.

Dated: 11/29/22 Signed: 
Chief of Police

Date: December 21, 2022

TO:

- Planning Board Members
- Planning Board Attorney
- Borough Engineer
- Borough Planner
- Building Department
- Environmental Commission
- Board of Health
- Ambulance Corps
- Superintendent of Public Works
- ✓Borough Chief of Police
- Fire Department
- Borough Clerk
- Shade Tree Commission
- Construction Official

FROM: Planning Board Administrative Assistant

In accordance with Chapter 153-14A (4), Subdivision and Site Plan Review, attached herewith is the application and map for the Site Plan of

95 County Road, for your review and

report. This Site Plan hearing is scheduled for the regular meeting of the Planning Board on:

January 4, 2023
Please return this copy to me with your comments prior to the above meeting.

Signed: Teresa Ferrentino

Planning Board Administrative Assistant

 No Comments

Comments:

Recommend to please remove / adjust, placement of trees and / or bushes at the Stop Sign of road 'A' to increase the sight distance from 400 feet to approximately 700 feet in both directions, so that the intersection of County & Anderson (southbound) and school traffic exiting off Lake Rd. (northbound) can be visible for vehicles safely entering onto a County roadway. [according to drawing# 2716.2-2: trees still present and distance still at 400]

Chief of Police

Dated: 12/29/22

Signed: 

**DEMAREST FIRE DEPARTMENT
OFFICE OF THE CHIEF**



HEADQUARTERS: 25 PARK STREET
DEMAREST, NEW JERSEY 07627
OFFICE: (201) 768-0338 FAX: (201) 768-8113

February 18, 2023

To: Chairwoman Marian Hayden & Planning Board Members

RE: 95 County Road Plans

Dear Chairwoman Hayden,

I have reviewed the submitted plans and request the following changes be made for emergency operations:

1. The proposed hydrants are in a good location. For apparatus access and maneuverability the entire street needs to be marked as a "fire zone", with no street parking permitted at all times.
2. Building "B" access:
 - a. The fence around the building needs to be 20 feet away from the rear of the building. We will only be able to raise ground ladders in the rear, and the current fence shown is too close for our operations. When fencing is installed, we may need an access gate depending on final fence locations.
 - b. The east and west sides of the building is our only access to the rear. A solid type of walkway will be needed for us to access the rear with our equipment, similar to what is shown on building A from the ADA parking area.
3. Building "A" access:
 - a. If any fencing is installed on the north side (facing County Road) area, the same 20 foot line will be needed, along with a 6 foot access gate for our entry from County Road.
4. A "turn around" is needed at the Building "B", Unit 5 corner of the building. We need an area at least 12 feet wide by 18 feet long, to safely turn our apparatus around. It will be extremely dangerous to have to back out onto County Road.

Any questions feel free to call me. I will be away on March 1st for the planning board meeting.

Thank you
A handwritten signature in black ink, appearing to read "John McLoughlin".

John McLoughlin
Chief of Department



DEMAREST VOLUNTEER AMBULANCE CORPS.

P.O. Box 131
Demarest, NJ 07627
Tel. 201-767-8050
Fax. 201-767-8535



Joseph P. Fortunato III
Chief of EMS

Joanne Pianghi
President

Concerns for the 95 County Road Development Proposal from the EMS point of view

Below are listed concerns for the proposed property development. I am willing to discuss at length should you feel necessary. I can be reached at the following email listed below.

1. Is this property going to be gated at the Entrance? If so, will the gate be siren activated for Emergency Response
2. Multi-Story Residences, will there be an elevator for the handicapped? If so, they will need to be rated for and accommodate at least one patient on a stair-chair & EMT accompanying them.
3. Request to see the staircase drawings, staircases should be wide enough to accommodate 2 EMT's carrying a patient down the stairs, at least 2 people across the width of the stairwell, as well as not be overly steep
4. Can the 4th & 5th parking spaces be moved to elsewhere on the property, and that be marked off for emergency vehicles to be able to be turned around?

Should you have any questions, please contact me via email at:

ioe.emtb@gmail.com

Thank you for your time.

Sincerely,

Joseph P. Fortunato III

Joseph P. Fortunato III
Chief – Demarest Vol. Ambulance Corps.

EXHIBIT 'D'

**Correspondence from
Gregg P. Paster, Esq. to
Richard J. Abrahamsen, Esq.
Dated April 10, 2019**

**In the Matter of
the Borough of Demarest,
County of Bergen, State of New Jersey**

Docket: No.: BER-L-6301-15

GREGG F. PASTER & ASSOCIATES

Attorneys at Law

Gregg F. Paster, Esq. NJ ID #036951992

April 10, 2019

Richard J. Abrahamsen, Esq.
Abrahamsen Law LLC
333 Sylvan Avenue-Suite 107
Englewood Cliffs, NJ 07632

**Re: In the Matter of the Borough of Demarest, County of Bergen,
Docket No. BER-L-6301-15**

Dear Counsel:

This letter memorializes the terms of an agreement reached between the Borough of Demarest (the Borough or "Demarest"), the declaratory judgment plaintiff, and Carol E. and Quentin D. Avery ("Avery" or "Intervenors"), owners of property located at 95 County Road within the Borough, and otherwise known as Lot 5, in Block 145, on the Borough tax map (the "Property"), Intervenors in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Demarest filed the above-captioned matter on July 8, 2015 (the "Action") seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. The Borough and Fair Share Housing Center, a court designated party in interest, have agreed to settle the litigation and, by extension, the Borough seeks to resolve its issues with the Intervenors, who received an Order to Intervene dated May 13, 2016, and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and Avery/Intervenors hereby agree to the following terms, specifically as to Lot 5 in Block 145, the Property, and subject to the adoption of an ordinance in substantially the form annexed hereto and incorporated herein as Exhibit A, to enable such terms by the Borough Council in the usual course of business:

1. The site will contain a maximum of six (6) market-rate units and a minimum of two (2) affordable units. The units shall be built in a substantially similar style and

dimensions as the plans prepared by Virgona & Virgona Architects, dated August 7, 2018, consisting of two (2) pages and annexed and incorporated herein as Exhibit B.

2. The affordable units shall be family rental units. One of the units shall be a two-bedroom family unit and one of the units shall be a three-bedroom family unit. Each unit shall contain at least 1.5 bathrooms and have at least one garage space.
3. The 2-bedroom unit will be low income and the 3-bedroom unit will be moderate income designated and governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation.
4. The units (market and affordable) shall be designed in such a manner that the garage doors face in to the center of the site. The building closest to County Road shall be designed to look like a large, single-family home.
5. The road serving the units shall be a private road, not dedicated to, nor the maintenance and repair responsibility of the Borough.
6. The front yard setback shall be no less than 35 feet. The side yard setbacks shall be no less than 15 feet. Side yard setbacks shall be suitably landscaped to provide a buffer or screen between the development and any adjacent single-family detached homes.
7. The maximum building height shall be 30 feet and two stories. The maximum building coverage shall be 20%.
8. Trash and recycling shall be stored inside the garage space and subject to collection requirements under the Borough's municipal solid waste and recycling contracts, as amended from time to time. Under no circumstances will there be a dumpster or other common container for household trash to be disposed of by residents of the units.
9. There shall be a deed restriction on the garages that ensure they must be used to park cars and not converted to living space or used as a storage unit.
10. The affordable units shall be deed restricted for a minimum of 30 years. The units shall meet all UHAC rules and shall be maintained in a creditable state. Intervenor and/or their successors and assigns, shall be responsible for all costs associated with the initial rental of the affordable units. In satisfaction of this obligation, Intervenor shall retain Piazza & Associates as the administrative agent, which the Borough hereby pre-approves, to perform all administrative tasks associated with the affordable units to be constructed including but not limited to all those set forth herein or by law. The Administrative Agent shall report to the Municipal Housing Liaison designated by the Borough for such purpose. In the event Piazza & Associates is unwilling or unable to serve in this capacity, then the Parties shall agree on a substitute administrative agent, to be compensated at Intervenor's expense.
11. Intervenor agrees to obtain all approvals and permits, at their own cost and expense, required from any other Board, Agency or Office having jurisdiction over the site and the subject matter of this Agreement, including, but not limited to, the Demarest Planning Board and Building Department, Bergen County Planning

Board, Bergen County Soil Conservation District, New Jersey Department of Environmental Protection and any other applicable official agencies.

Additional terms and conditions

1. Prior to becoming effective, this settlement agreement must be approved by the Court as part of a final judgment of compliance and grant of statutory repose hearing as required by Morris Ctv. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing, if so required by the Court. The Court-appointed Special Master shall also appear, either in person or by affidavit, as a witness at this hearing. Intervenor agree to cooperate and support the Borough's motion for entry of a judgment of compliance and will not object to entry of same, provided the Borough complies with its duties and obligations hereunder. In the event the Court approves this proposed settlement, the parties agree that the Borough will be entitled to either a "Judgment of Compliance and Repose" or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," which shall be determined by the trial judge. The "accompanying protection" shall remain in effect through July 1, 2025, during which time Demarest's immunity from all Mount Laurel lawsuits shall be maintained. If the settlement agreement is rejected by the Court at a final judgment of compliance hearing, it shall be null and void.
2. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
3. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County. Intervenor agree to support the Borough's efforts to meet its affordable housing obligations as demonstrated in this agreement. Provided that the Borough complies with the terms in this agreement Intervenor and its successors and assigns, agree not bring any litigation or other challenges to the Borough's immunity through the duration of this agreement.
4. As a material term of this settlement agreement, Intervenor agree to pay or reimburse the Borough for all past and future fees and costs incurred in the

zoning board of adjustment or planning board application(s) presented for consideration with regard to the Property. This excludes fees and costs incurred by the Borough in the prosecution and/or defense of the Action which forms the basis for this settlement agreement, but includes any site plan approval required hereunder. Intervenors or their successors/assigns shall establish an escrow account to cover these costs in an amount estimated to be sufficient to complete the review and hearing process for site plan and other approvals required to effectuate this Agreement, and shall replenish same as necessary, consistent with the Municipal Land Use Law. This Agreement and the Borough's duty to perform hereunder, shall be suspended and held in abeyance if and when the escrow account is exhausted or deficient to cover pending costs, until it is replenished as required by the Borough.

5. Intervenors acknowledge that as part of the site plan approval process, the Planning Board may require on-site and/or off-site improvements as permitted by N.J.S.A. 40:4055D-42, and agree to comply with any such commercially reasonable requirements thereof, and any challenge to such condition shall be confined to efforts to rectify such condition imposed, not to otherwise disturb this Agreement.
6. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
7. This Agreement shall be governed by and construed by the laws of the State of New Jersey, and is binding and enforceable against the parties' executors, heirs, successors and/or assigns as their interests may appear.
8. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
9. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
10. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

11. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
12. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
13. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
14. No member, official or employee of the Borough shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
15. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
16. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO AVERY:

Richard J. Abrahamsen, Esq.
Abrahamsen Law LLC
333 Sylvan Avenue-Suite 107
Englewood Cliffs, NJ 07632
Phone: (201) 840-5660
Telecopier: (201-840-5663)
E-mail: rja.attorney@gmail.com

TO THE BOROUGH:

Gregg F. Paster, Esq.
Gregg F. Paster & Associates
530 Sylvan Avenue-Suite 201
Englewood Cliffs, NJ 07632
E-mail: gpaster@pasteresq.com
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**WITH A COPY TO THE
MUNICIPAL CLERK:**

Susan Crosman, RMC
Borough of Demarest
118 Serpentine Road
Demarest, NJ 07627

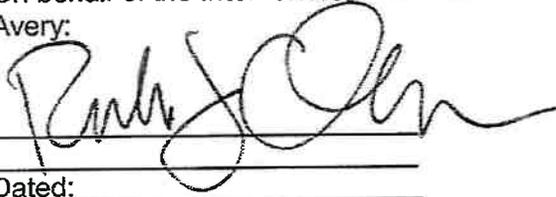
Please sign below if these terms are acceptable.

Sincerely,



Gregg F. Paster, Esq.
Counsel for Plaintiff/Petitioner
Borough of Demarest

On behalf of the Intervenors, Carol and Quentin
Avery:



Dated: _____

Appendix J | February 1, 2023 Planning Board
Resolution for 127 Hardenburgh Avenue and Pro-forma

**BOROUGH OF DEMAREST
PLANNING BOARD**

**IN THE MATTER OF THE APPLICATION OF
BERGEN COUNTY UNITED WAY/MADELINE HOUSING PARTNERS, LLC
FOR PRELIMINARY AND FINAL SITE PLAN APPROVAL FOR AN AFFORDABLE
HOUSING RESIDENTIAL BUILDING AT PREMISES KNOWN AS
127 HARDENBURGH AVENUE, LOT 13 IN BLOCK 23,
BOROUGH OF DEMAREST, NEW JERSEY**

BE IT RESOLVED, by the Planning Board of the Borough of Demarest that the following procedural history and resolution of related issues, findings of fact and conclusions of law are hereby adopted in reference to this matter.

PROCEDURAL HISTORY AND RESOLUTION OF RELATED ISSUES:

The Applicant BERGEN COUNTY UNITED WAY/MADELINE HOUSING PARTNERS, LLC. (the "BCUW") submitted an application purporting to contain no variances and proposing to construct seventeen (17) affordable housing units in accordance with the Settlement Agreement *infra*.

This Application arose out of settlement of Mt. Laurel litigation wherein the Borough approved a redevelopment area in the Hardenburgh Redevelopment Plan (the "HARP") and adopted a redevelopment plan by Ordinance No. 1094-21 on July 26, 2021. The redevelopment plan and accompanying zone plan adopted in association with the Borough's affordable housing settlement pursuant to third round compliance requirements provided for the redevelopment of the Borough's downtown area previously designated as an area in need of rehabilitation/redevelopment; and

The Borough Council authorized the preparation of the redevelopment plan for the rehabilitation area that ultimately conditionally permits standalone multi-family residential development subject to certain bulk requirements as follows:

- Minimum Lot Area 0.5 acres
- Maximum Front Yard Setback 26 feet
- Minimum Side Yard Setback 10 feet

- Minimum Rear Yard Setback 30 feet
- Maximum Building Coverage 70 %
- Maximum Impervious Coverage 90%
- Maximum Permitted Density 40 units / acre

The subject property was included in the Borough's Affordable Housing Settlement Agreement with Fair Share Housing Center ("FSHC"), executed on January 23, 2018, to address a portion of the Borough's third round Realistic Development Potential ("RDP") and third round unmet need. This Settlement Agreement anticipated eight (8) credits and one (1) bonus credit (a total of nine (9) credits) to be generated by the site.

The Applicant has presented a plan seeking Preliminary and final Major Site Plan Approval to construct a one hundred (100%) percent affordable seventeen (17) unit residential building including eight (8) family units, five (5) supportive units, and four (4) senior units, which application does not require any variances from the Ordinance.

FINDINGS OF FACT

The Procedural History and Resolution of Related Issues set forth above is incorporated into the Findings of Fact by Reference.

As noted above, the matter was heard at a public hearing on February 1, 2023, and upon proper notice, certified by evidence of Proof of Service to property owners within a 200-foot radius of the subject property and Proof of Publication in an official newspaper of the Borough; and

WHEREAS, Bruce E. Whitaker, Esq. of the firm McDonnell & Whitaker with offices located at 245 East Main Street, Ramsey, New Jersey 07446 appeared before the Board on behalf of the Applicant; and

WHEREAS, the only interdepartmental communications and advisory reports of municipal departments and agencies were:

1. Planning Board Application Package dated October 17, 2022;
2. Cover Letter from Michael E. Dipple, P.E. of of L2A Land Design LLC dated December 14, 2022, consisting of four (4) pages;

3. Site Plan prepared by Michael E. Dipple, P.E. of L2A Land Design LLC as follows:
 - Plans entitled "Preliminary and Final Major Site Plan", prepared by Michael E. Dipple, P.E. of L2A Land Design LLC dated October 25, 2022, revised through December 14, 2022, consisting of twelve (12) sheets.
 - Stormwater Management Report, prepared by Michael E. Dipple, P.E. of L2A Land Design LLC dated October 25, 2022, consisting of thirty-three (33) pages.
4. Architectural Plans prepared by Raymond J. Virgona, R.A. of Virgona & Virgona Architects dated September 8, 2022, last revised December 14, 2022 consisting of four (4) pages;
5. Review memoranda of Darlene A. Green, P.P., A.I.C.P., of Colliers Engineering & Design, Planning Board's Planner, dated November 21, 2022, and January 10, 2023;
6. Review memoranda of Craig Zimmermann P.E., Board Engineer, of Colliers Engineering & Design, Planning Board's Engineer, dated December 20, 2022, and January 3, 2023; and
7. Review Approval Correspondence from the County of Bergen, Department of Planning and Engineering dated February 24, 2023, consisting of three (3) pages.

WHEREAS, admitted into evidence were the following exhibits:

- **A1**—Site Plan Application dated February 1, 2023;
- **A2**—Site Plan set prepared by L2A Land Design LLC dated October 25, 2022, last revised December 14, 2022, consisting of twelve (12) pages;
- **A3**— Architectural Plan set prepared by Virgona & Virgona Architects dated September 8, 2022, last revised October 1, 2022, consisting of five (5) pages; and
- **A4**—Stormwater Management Report prepared by L2A Land Design LLC dated October 25, 2022;
- **A5**—Photos of Harrington Park project indicating colors of building façade;
- **A6**—Colorized version of Exhibit A2 dated February 1, 2023
- **A7**—Architectural Rendering View
- **A8**—Market Rate and Affordable Photos

WHEREAS, the subject Application involves the following zoning data:

| CATEGORY | PERMITTED | PROVIDED | VARIANCE |
|--|------------------|-------------------|----------|
| Minimum Lot Area | 0.5 acre | 0.54 acre | No |
| Maximum Front Yard Setback | 26 ft. | 15.20 ft. | No |
| Minimum Side Yard Setback | 10 ft. | 10 ft. | No |
| Minimum Rear Yard Setback | 30 ft. | 30 ft. | No |
| Maximum Building Coverage | 70% | 47.56% | No |
| Maximum Permitted Impervious Coverage* | 80% | 66.60% | No |
| Maximum Density | 40 Units/AC | 31.6 Units/AC | No |
| Maximum Permitted Building Height | 3 Stories/35 ft. | 3 Story/32.83 ft. | No |
| Minimum Parking | 22 Spaces | 22 Spaces | No |

*Parcels containing more than 30,000 square feet shall have a maximum impervious coverage of 80%

The subject property is located on the southwest side of Hardenburgh Avenue in the Downtown Redevelopment Plan District. The site is currently vacant and is surrounded by mixed-use development to the northeast, a former bank to the east, and the Borough's municipal building to the south, and residential uses to the west and northwest.

Yard and Bulk requirements for the Downtown Redevelopment District can be found in Section 6.2.E. and are as follows:

- Minimum Lot Area 0.50 acres
- Maximum Front Yard Setback 26 feet
- Minimum Side Yard Setback 10 feet
- Minimum Rear Yard Setback 30 feet
- Maximum Building Coverage 70 %
- Maximum Impervious Coverage 90%
- Maximum Permitted Density 40 units / acre

WHEREAS, testimony in support of the application was given under oath by Applicant's Engineer, Michael E. Dipple, P.E., of L2A Land Design LLC with offices located at 60 Grand Avenue, Englewood, New Jersey 07631; Applicant's Architect, Raymond J. Virgona, RA of Virgona & Virgona Architects with offices located at 125 River Road, Suite 201, Edgewater, New Jersey 07020.

WHEREAS, testimony was also given under oath by the Planning Board's Engineer, Nick Chelius, P.E. and Planner, Darlene A. Green, P.P., AICP, both of Colliers Engineering & Design; and

WHEREAS, reports were supplied by the Applicant's Engineer and the Board's Engineer and Planner, providing technical comments in the above referenced review and which confirmed that this is a variance free application; and

WHEREAS, the Planning Board considered the testimony and evidence presented, the following are the findings of fact and conclusions of the Board:

THE SITE:

1. The subject parcel consists of 32,401.8 square feet (0.54 acres) fronting the southside of Hardenburgh Avenue. The property is located in the Downtown Redevelopment Plan ("DRP"). The proposed improvements are located in Zone X (areas to be determined to be outside the 0.2% annual chance flood plain) as shown on the Flood Insurance Rate Map ("FIRM") for the Borough of Demarest dated August 2019. The site is currently vacant and is surrounded by mixed-use development to the northeast, the Borough's municipal building to the south and residential uses to the west and northwest. The proposed development provides for impervious coverage to be 15,585 sq. ft. (66.60%) which includes the 11,129.4 sq. ft. building, 4,121.7 sq. ft. of "motor vehicle area", and 33.9 sq. ft. of sidewalk.
2. The Board heard the Applicant's testimony and found the subject project to be consistent with the intent and purpose of the Borough's Zoning Ordinance affecting the subject property, Ordinance No. 1071-19, as amended, which provided for adoption of the downtown redevelopment plan ("Redevelopment Plan"). The Board notes that the subject property was included in the Borough's Affordable Housing Settlement Agreement with Fair Share Housing Center executed on January 23, 2018.
3. In accordance with the Ordinance and the Settlement Agreement, the Property was expected to generate eight (8) credits and one (1) bonus credit towards the portion of the Borough's third-round Realistic Development Potential ("RDP") and third-round unmet need. The Applicant's plan for a seventeen (17) unit residential one hundred (100%) percent affordable project is projected to yield seventeen (17) credits for the Borough's Affordable Housing need.

OTHER SITE PLAN CONSIDERATIONS:

4. The proposed three (3) story multi-family building with seventeen (17) units complies with the impervious coverage requirements of the Ordinance. Specifically, the impervious coverage is permitted at eighty (80%) percent and the Applicant's project proposes impervious coverage of sixty-six-point sixty (66.60%) percent.
5. **Stormwater Management.** The Applicant proposes a large below ground infiltration basin within the northeastern portion of the site to detain runoff prior to discharging to the Hardenburgh Avenue right-of-way. Under proposed conditions, the majority of the site will drain to the infiltration basin and discharge to Hardenburgh Avenue. The drainage stormwater facilities are designed to capture all new impervious areas via catch basins throughout the site and treat the runoff after discharging to the proposed underground basin. Treatment devices to remove suspended solids in accordance with New Jersey Stormwater Management Rules are described in the Stormwater Management Report dated October 25, 2022, submitted in association with the Applicant's Preliminary and Final Major Site Plan Application. The drainage calculations have been submitted to the Board's Engineer's Office and have been reviewed with the outstanding items in line with the Engineer's review letter dated January 3, 2023.
6. **Sanitary Sewer Flow.** The Applicant has represented that the Borough's sanitary sewer system has sufficient capacity to handle the development.

FEBRUARY 1, 2023 HEARING

7. At the hearing on February 1, 2023, the Applicant's Attorney, Bruce E. Whitaker, Esq., provided the Board with an overview of the Application. Mr. Whitaker described that the Application was variance free. The Lot is fully conforming at 0.54 acres where 0.50 acres is required. Mr. Whitaker indicated that the Application requests two (2) waivers, including one for window sill height and one for caliper of replacement trees at the site. Mr. Whitaker indicated that the project was proposed to be one hundred (100%) affordable as a three (3) story multi-family building containing seventeen (17) units for affordable and supportive tenants who require assistance.
8. Mr. Whitaker indicated that the breakdown of proposed units is as follows:

- ten (10) one (1) bedroom units

- five (5) two (2) bedroom units;
- two (2) three (3) bedroom units;

-OR-

- eight (8) family housing units;
- four (4) senior housing units; and
- five (5) supportive housing units.

The building will also have a lower-level ventilated garage with the required number of parking spaces which are calculated using the Residential Site Improvement Standards ("RSIS") which total spaces equals twenty-one-point twenty-five (21.25) or twenty-two (22) spaces, and the Applicant proposes twenty-two (22) parking spaces. The parking level will be a ventilated garage. It will contain handicap spaces and vehicle charging stations.

9. Mr. Whitaker also described that the building will have a community room for tenants and an outdoor patio. A designated mail area together with an area for large packages and deliveries will be provided. There will be an elevator in the building. The building will be pet-friendly provided service certification is provided to qualify the pet. The entries for the lobbies and each individual unit will be keyless. There will be security cameras on the premises, and a fire suppression system.
10. Mr. Whitaker briefly discussed the exterior aesthetics that is designed to complement the downtown of the Borough. There will be lighting for safety on all walkways and parking areas. The project is designed to take advantage of the site's proximity to public transportation, shopping, houses of worship and natural surroundings.
11. Mr. Whitaker indicated that the building will be staffed full-time, with maintenance employees on call. A brochure with pertinent contacts for property management repairs and support staff will be provided to tenants and there will be daily visits from the property management staff for assistance to residents, inspections, and maintenance. In addition, Bergen County United Way specialists in "community integration" will work with the tenants to provide supportive services.
12. At the conclusion of Mr. Whitaker's introduction, he presented the testimony of Mr. Thomas Toronto of Leonia, New Jersey who was sworn in and identified as the President of the Bergen County United Way and the Manager of the related Madeline Housing Project LLC. Mr. Toronto provided a brief history of the Bergen

County United Way's involvement with supportive housing projects in northern New Jersey which includes the completion of thirty-five (35) projects through the offices of the Bergen County United Way. He described that New Jersey has a high population of young individuals with intellectual disabilities, explaining that there is a gap for these young people who receive training until the age of twenty-one (21) and thereafter aftercare and secure and supportive housing are needed for this population. He described that the project is intended to serve individuals twenty-eight (28) years old and older in addition to providing affordable family, senior and aforesaid supported housing within the seventeen (17) unit project. Mr. Toronto indicated that the project would be a rental project and that he will work with the Borough to provide the appropriate affordable housing controls and deed restrictions required by the Downtown Redevelopment Plan and Settlement Agreement.

13. Mr. Toronto described the appearance of the project as intended to be not institutional in style and that United Way will own the project and will maintain it to the highest level. Staff will make daily visits to the project as they do with other similar facilities. The goal of the staff is to assist the residents in integrating into the community. There will be no independent leasing to third parties, all tenants will be placed in the housing units by United Way.
14. In answer to Board questions, Mr. Toronto described that supportive housing tenants may require a different level of assistance than other building residents. The age requirement for seniors could be set at the age of sixty-two (62) and depending on the type of funding that the United Way receives for financing the building construction and operation.
15. With regard to questions on construction procedures, Mr. Toronto indicated that all construction equipment will be stored on site. There will be a trailer for construction meetings and materials will be stored on site and the site will be kept clean and safe for inspections. Any soil removal will be done according to the Borough's rules and regulations. The anticipated commencement of work could be by the end of 2023 provided all considerations of funding, site plan approval and the underwriting process are completed.
16. At the conclusion of Mr. Toronto's testimony, the floor was opened to questions from the public. There were no questions for Mr. Toronto and his testimony was concluded.

17. At that time, Mr. Whitaker introduced the Applicant's Engineer, Mr. Michel E. Dipple, P.E. of L2A Land Design LLC, who was sworn in and qualified as a licensed professional engineer in good standing in the State of New Jersey and the State of New York. He stated that he is familiar with the site of the project and that he is a resident of the Borough of Demarest.
18. Mr. Dipple described the property as being 127 Hardenburgh Avenue, which is a vacant lot currently without existing drainage that backs up to the Demarest municipal building. He referred to plans on Sheet C-02 entitled "Existing Conditions and Demolition Plan". He pointed out that the lot slopes slightly from west to east, with a grade change of fifteen (15%) percent. The site drains to the east. He described the drainage presently as sheet flow without any drainage controls for stormwater runoff.
19. Mr. Dipple described the configuration of the proposed building including the parking below, containing twenty-two (22) spaces by illustrating the building in a colorized version of the plans marked Exhibits "A-6" and "A-7".
20. He described the garage parking as having a dead-end without a wide turn-around which allows the parking area to be enclosed within the walls of the building. Mr. Dipple testified that the dead-end parking would be a safe design as very few vehicles would be entering and exiting at any given time. He also described that there would be proper ventilation provided for the parking area under the building.
21. Mr. Dipple reviewed the zoning data on Sheet C-03 of the plans and testified that the Applicant's plan was variance free.
22. Mr. Dipple also testified that the storm water management plan including an underground detention system will serve to improve the runoff of stormwater from the site and will minimize any flooding issues. Sheet flow will be captured, and the velocity of the discharge will be significantly reduced. The Stormwater Management Report that Mr. Dipple submitted indicates a twenty-seven (27%) percent decrease in existing stormwater discharge from the site as a result of the stormwater controls to be constructed as part of the project.
23. In answer to the Board's concerns, Mr. Dipple indicated that the maintenance of drains will be done by landscapers pursuant to a stormwater maintenance manual. He indicated that a lighting plan had been provided and that there will be bollard lighting for safety along the sidewalk and driveway and that fixtures will dim at

certain hours to thirty-five (35%) percent of peak luminescence. A private trash hauler will attend to the "rollout" for trash.

24. Mr. Dipple described that the Applicant was requesting a waiver for topographic plan as well as a waiver for tree 'caliper' replacement. As to the waiver of the topographic delineation he indicated that the Board's Engineer agreed that this will be acceptable to waive. With respect to the tree caliper waiver, the Applicant originally proposed replacement trees of 3.5-inch caliper but agreed to meeting the requirement of the 4-inch caliber replacement trees.
25. At the conclusion of Mr. Dipple's testimony, the meeting was opened to questions from the public. Mr. Noel Pugh questioned whether the sanitation waste line at Hardenburgh Avenue can accommodate the flow from the development, and whether the exit driveway from the adjoining bank parking lot would be a safer alternative exit for the project. Mr. Dipple testified that he believed the sewer line could accommodate the flow from the project, and that a retaining wall along the bank property would make it impossible to use the property as an exit.
26. There were no further questions from the public of Mr. Dipple and his testimony was closed by the Board.
27. At that time, Mr. Whitaker presented Mr. James Virgona, AIA. of the firm Virgona & Virgona Architects/Planners of Edgewater New Jersey. Mr. Virgona was sworn in and qualified as an expert in architecture.
28. Mr. Virgona described the exterior of the Affordable Housing Project as illustrated in plans prepared by him and revised as per Borough Planner and Engineer reviews, dated December 14, 2022. Mr. Virgona described the aesthetics as utilizing a mixture of stone and shingle on the façade with a grey and off-white pallet. He reviewed the types of units including the difference between the one bedroom units and the senior units with particular attention to barrier free details and he described that there are four (4) one-bedroom senior units, five (5) supportive units and eight (8) family units including five (5) two (2) bedroom units and two (2) three (3) bedroom units.
29. Mr. Virgona discussed that the parking spaces required are twenty-two (22) and the project includes twenty-two (22) parking spaces. Mr. Virgona added that the garage will have full ventilation and appropriate lighting. In addition, he indicated that the garage may have a turn-around spot which would address the concerns of the Board regarding the "dead end" configuration in the parking area.

30. Addressing the amenities proposed for the building, Mr. Virgona described that there would be a community room, an outdoor space for residents to enjoy. The building will also have a generator that will use natural gas. Testing will occur periodically and the Applicant is mindful that there will be a sixty (60) dB and daytime limit for testing of the generator.
31. Mr. Virgona described the building and stated that the bulk conforms to the Ordinance. The height, including the parapet and bulkhead, is below the height limit in the Ordinance. He described the façade materials and indicated that the Applicant is requesting a waiver for the sill height of the windows.
32. Mr. Virgona described that the color of the materials will be "restrained", having muted greys and off-white. There will be a metal roof overhang and the building will conform to the renderings previously submitted with the Application.
33. In answering to Board concerns, Mr. Virgona described that all units will be handicapped adaptable and that the bedrooms meet Federal standards as to size. With regard to utilities, there will be hot water heaters in each unit. The special needs units and the senior units will have step-in showers. Washers and dryers will be provided in each unit and each unit will have its own HVAC System.
34. Mr. Virgona described certain operating features of the proposed building, the lighting in the garage will remain on for a twenty-four (24) hour period as per code requirements. The elevator goes down to the garage level. There will be an intercom communication system at the entrance doors for deliveries. As previously stated by the Engineer, the design offers a community room and general lobby, a package area, outdoor space, and terrace.
35. Questions were asked on behalf of the Demarest Ambulance Corp. as to the size of the elevator, to which Mr. Virgona responded that the elevator will have an appropriate capacity for the needs of the Ambulance Corp. In addition, there will be signage on the first floor to direct visitors to the different units in the building.
36. Mr. Virgona was asked to provide a description of some of the rental units' interior features. He indicated a typical senior unit is one (1) bedroom, with a front entryway, kitchen, living room and bathroom. The kitchen is "U" shaped for wheelchair turn-around purposes. All requirements for Federal standards for housing will be met. The Special Needs units will be basically the same as the Senior units due to the same requirements. All public spaces will be ADA compliant.

37. At that time, the Board concluded its questioning of Mr. Virgona, and the meeting was opened to questions from the public. Mr. Pugh of Prospect Street asked if the building garage lighting would be a sealed fixture. Mr. Virgona answered that the lighting would be affixed to the dropped ceiling and also indicated that the garage and the units themselves will be sprinkled for fire suppression.
38. At that time, no further questions were raised by the public and the Board closed Mr. Virgona's testimony.
39. At that time, Mr. Whitaker offered a brief closing statement and reiterated that the Application is variance free and reviewed for the Board that the Applicant is seeking Preliminary and Final Site Plan Approval. Mr. Whitaker indicated that the Applicant has stipulated to conditions requested by the Board's professionals and that the Applicant has met the requirements under the Municipal Zoning Ordinance for the site.
40. At the conclusion of Mr. Whitaker's brief summation, the Chairwoman called for a Motion and a Second and the Board voted to approve the project with conditions and subject to the outstanding comments of the Board's professionals.

FINDINGS OF FACT AND CONCLUSIONS:

Upon hearing the testimony produced on behalf of the Applicant, and studying the exhibits and materials submitted and for the reasons set forth on the record and in this Resolution, the Planning Board finds that the Preliminary and Final Site Plan Application presently before the Board is in substantial compliance with the ordinances and regulations of the Borough of Demarest and should be approved, together with the requested waivers, subject to the conditions listed below. For the reasons set forth in this Resolution and otherwise contained within the record of the public hearings on this matter and by unanimous vote of the Board approving the Application of Bergen County United Way/Madeline Housing Partners, LLC for Preliminary and Final Site Plan Approval.

NOW THEREFORE BE IT RESOLVED, by the Planning Board of the Borough of Demarest, that the development application of Block 23, Lot 13 be, and the same is hereby, approved for the foregoing reasons, subject to the specific and general conditions hereinafter set forth.

This approval and the above listed relief are granted subject to compliance with the following conditions:

CONDITIONS SPECIFIC TO THE APPLICATION:

1. Applicant shall comply with all terms of the Settlement Agreement.
2. Subject to the approval of the Bergen County Planning Board and compliance with all conditions of that approval.
3. The Applicant shall comply with Ordinance No. 1094-21 which details the permitted uses and conditions of aspects of the development.
4. The site shall be fully irrigated.
5. Garbage shall be stored inside of the garage.
6. The affordable units shall have at least a thirty (30) year deed restriction, which shall be submitted at least one hundred sixty (160) days prior to the issuance of any Certificate of Occupancy. Said deed restriction shall list the unit address, income level, and number of bedrooms and bathrooms. The deed restriction shall be reviewed by the Board Attorney and Planner prior to being recorded.
7. The Applicant shall be responsible for retaining a qualified Administrative Agent, who has been pre-approved by the Borough in accordance with the Settlement Agreement.
8. All necessary steps shall be taken to make the seventeen (17) units creditworthy pursuant to applicable law for the purpose of addressing the Borough's affordable housing obligation.
9. The Applicant shall comply with all outstanding comments and conditions contained in the Board Planner's review letter dated January 10, 2023.
10. The Applicant shall comply with all outstanding comments and conditions contained in the Board Engineer's review letter dated January 3, 2023.
11. Any landscaping damage as a result of snowplowing and/or storage that is damaged or killed shall be promptly replaced on an ongoing basis.
12. Snow shall be removed from the internal roadway within a reasonable time (not to exceed 24 hours after cessation of the snowfall) and shall not be stockpiled so as

not to interfere with safe and efficient vehicular movement on-site, and to the extent it cannot be stock piled, it shall then be removed from the site.

13. Applicant shall submit an Operation and Maintenance Manual to the Borough for review and approval which shall include a listing and timing of all periodic maintenance for all on-site storm water management facilities. This shall be monitored by the Borough Engineer or the Borough's designee for a period of one (1) year to ensure that all stormwater facilities are functioning as designed and approved. Once approved, the manual shall be recorded in the office of the Bergen County Clerk.
14. Applicant shall provide one (1) fire hydrant on the property in a location to be approved by the Demarest Fire Department.
15. The Applicant shall comply with the Building Code with regard to the design of the staircases and elevators for the Building to ensure that the staircases and elevator are wide enough to accommodate EMT's carrying a patient down the stairs and/or a stretcher in the elevator.
16. The Applicant shall come before the Board if engineering and architectural revisions necessitate a major change of any type.
17. The Applicant and the Borough shall enter into a Developer's Agreement in standard Borough form, but which shall include, *inter alia*, all items set forth as conditions in this resolution to be included therein. The Planning Board shall be provided the opportunity to review same and provide comments prior to execution.
18. The Applicant shall provide easements on-site to allow for entry, by the Borough or its designee, for any necessary repair, replacement, or maintenance of any onsite storm water facilities in the event they are not repaired, replaced, or maintained by the Owner. The Borough shall not be obligated for such repair, replacement, or maintenance.
19. Payment of all fees and obligations incurred by the Applicant to the Borough, including any escrow deficiencies, must be made within thirty (30) days of notice of such deficiency, and in any event prior to the signing of the plans by the Planning Board officers if any deficiency exists at the time of the adoption of the Resolution of Memorialization.

20. The installation of improvements shall be subject to inspection by the Borough Engineer. No certificate of occupancy shall be issued unless all construction and conditions conform to the site development plan as approved. A foundation location as-built survey is to be submitted to, and accepted by, the Borough Engineer prior to framing. At the completion of framing, an as-built height survey shall be submitted to, and accepted by, the Borough Engineer before any exterior finishes and fenestration are installed, At the completion of all construction, of the structures, all appurtenances, and the approved site improvements, a final as-built survey shall be submitted to, and accepted by, the Borough Engineer before any Certificate of Occupancy is issued by the Borough.
21. Applicant shall post all performance and maintenance bonds required by municipal ordinance and the Municipal Land Use Law. Such bonds shall be released subject to the approval of the Borough Engineer and Borough Council. All improvements shall be completed in a timely fashion so as not to leave the site in an unfinished, unsafe, or unsightly condition as determined by the Borough Council and if this is not done, the performance bonds may be used by the Borough to restore the site to an acceptable and safe condition. The issuance of occupancy permits shall be conditioned upon the completion of improvements specified in the site plan as approved and may be issued as Temporary Certificate of Occupancy as permitted by Borough ordinance.
22. All improvements shall be completed in accordance with all applicable design standards of the municipal ordinances and substantially in accordance with the provisions of RSIS or as reflected on the approved plans unless otherwise specifically provided in this resolution.
23. If at any time after approval the escrow funds on deposit for purposes of inspection or other activities required by ordinance shall be depleted, sufficient additional funds shall be deposited before any further inspections are conducted.
24. Failure to comply with any of the conditions of site plan approval subsequent to receipt of a building permit shall be construed as a violation of the Borough Code and this approval and shall be grounds for revocation of any building permit. Written notice of revocation sent by certified mail by the Building Inspector, requiring compliance with the conditions of site plan approval within a period of time not less than five days, shall effectively revoke any building permit if compliance shall not be made within the time limit set forth. No certificate of occupancy shall issue until all conditions of site plan approval are met.

25. The Applicant shall publish a brief notice of this decision in the official newspaper of the Borough of Demarest in the time and manner provided by law.

GENERAL CONDITIONS:

1. All fees, costs, bonds, and escrows shall be paid when due or becoming due. Any monies are to be paid within twenty (20) days of said request by the Board's Secretary.
2. All representations made by Applicant, or its Agents shall be deemed conditions of this approval and any misrepresentations by Applicant's contrary to the representations made before the Board shall be deemed a violation of this approval.
3. The action of the Board in approving this application shall not relieve the Applicant of responsibility for any damages caused by this project, nor does the Board, and the Borough or its reviewing professionals and agencies, accept any responsibility for design of the proposed improvement or for any damages that may be caused by this development.
4. Applicant shall comply with all applicable federal, state, regional, county, and local rules, regulations, and requirements.
5. This approval is conditioned upon the truthfulness of the testimony of the Applicant and Applicant's witnesses. In the event that said testimony is found to be willfully false, this approval may be voidable and may be nullified by the Planning Board.

This Application was approved by the Borough of Demarest Planning Board at a regular meeting held on February 1, 2023 upon motion of Mr. Verp, and seconded by Councilwoman Fox upon roll call as follows:

Ayes: 9 Alevrontas, Bernstein, Fox, Keane, Parlamis, Rifkind, Tabacchi, Verp,
Hayden

Nays: 0

Absent: 0

Abstain: 0

This Resolution was adopted on the 11th day of April 2023 by a vote of
(9) ayes and (0) nays as set forth herein.

Marian Hayden

MARIAN HAYDEN, Chairwoman
Demarest Planning Board

BE IT, FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Applicant, Borough Clerk, Construction Code Official and Zoning Officer of the Borough of Demarest. I do certify that this is a true and correct copy of the Resolution as adopted by the Planning Board of the Borough of Demarest, County of Bergen, and State of New Jersey in the within Application.

Teresa Ferrentino

TERESA FERRENTINO, Board Secretary

DATE APPLICATION APPROVED: FEBRUARY 1, 2023
DATE RESOLUTION APPROVED: APRIL 11, 2023

BCUW/Madeline Housing Partners LLC
Summary of Estimated Supportive Housing Project Costs
April 3, 2025

Proposed site:

127 Hardenburgh Avenue, Demarest, NJ

Block 23, Lot 13

Requirements:

| | | Units | Beds |
|------------|----------|-----------|-----------|
| Family | Moderate | 8 | 17 |
| Senior | Low | 4 | 4 |
| Supportive | Very Low | 5 | 5 |
| | | <u>17</u> | <u>26</u> |

Funding sources:

| | |
|---|----------------------------|
| Borough of Demarest | |
| Soft Costs | \$ 30,000 |
| Alternative Living Arrangement (\$40,000 per bed) | 200,000 |
| Very-low Income Unit | 400,000 |
| New Construction | <u>300,000</u> |
| | 930,000 |
| New Jersey DCA | 5,950,000 |
| Bergen County HOME | 750,000 |
| Federal Home Loan Bank | <u>680,000</u> |
| Total sources | <u>\$ 8,310,000</u> |

Uses:

| | |
|--|----------------------------|
| Land Acquisition | \$ - |
| Furniture | 91,000 |
| Construction - Residential structure: | |
| Construction cost | 6,919,000 |
| Bonding | 161,550 |
| Contingency: | |
| Construction (5%) | 346,000 |
| Soft Costs (5%) | <u>21,300</u> |
| | <u>367,300</u> |
| Developer Fee (5%) | 346,000 |
| Professional services, includes the following: | |
| Architect | 128,000 |
| Civil Engineering | 93,900 |
| Engineer Escrows | 34,100 |
| Attorney | 51,200 |
| Insurance | 34,100 |
| Utility Connection Fees | 34,100 |
| Permit Fees | <u>49,750</u> |
| | <u>425,150</u> |
| Carrying and financing costs during construction | TBD |
| Total uses | <u>\$ 8,310,000</u> |

Funding deficit

\$ -

Assumptions:

| | Bedrooms | | | Individuals | Square Feet |
|-------------|-----------|----------|----------|-------------|---------------|
| | 1 | 2 | 3 | | |
| Family | 1 | 5 | 2 | 17 | 9,150 |
| Senior | 4 | 0 | 0 | 4 | 3,400 |
| Supportive | 5 | 0 | 0 | 5 | 4,250 |
| Common Area | 0 | 0 | 0 | 0 | 270 |
| | <u>10</u> | <u>5</u> | <u>2</u> | <u>26</u> | <u>17,070</u> |

Appendix K | Draft Ordinance

**BOROUGH OF DEMAREST
COUNTY OF BERGEN**

ORDINANCE # _____

AN ORDINANCE AMENDING CHAPTER 175 – ZONING TO INCREASE THE SUBSIDY FOR AFFORDABLE ACCESSORY APARTMENTS, TO INCREASE THE AFFORDABLE SET-ASIDE IN SECTION 175-46E.(1), AND TO CLARIFY AFFORDABLE PAYMENTS-IN-LIEU IN ORDER TO IMPLEMENT THE RECOMMENDATIONS OF THE 2025 HOUSING ELEMENT & FAIR SHARE PLAN

WHEREAS, the Demarest Planning Board has adopted a 2025 Housing Element & Fair Share Plan for the Fourth Round, which has been endorsed by the Council; and

WHEREAS, the 2025 Housing Element & Fair Share Plan makes two recommendations for amendments and updates to the ordinance, which are aimed at encouraging development and/or redevelopment to address the Borough’s constitutional obligation to provide affordable housing;

WHEREAS, the payment-in-lieu language must also be clarified and updated; and

WHEREAS, the Borough wishes to implement the recommendations provided in the 2025 Housing Element & Fair Share Plan; and

WHEREAS, the Mayor and Borough Council have reviewed the 2025 Housing Element & Fair Share Plan and agree Chapter 175 of the Borough’s Code should be amended to implement the recommendations of the 2025 Housing Element & Fair Share Plan to address the Borough’s affordable housing obligation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Demarest, County of Bergen, State of New Jersey, that the following amendments be made to the Municipal Code of the Borough of Demarest:

SECTION 1. Amend Chapter 175 “Zoning”, Article IV “Residence Districts”, § 175-11 “Affordable accessory apartments” to add the following underlined text and delete text in ~~strikeout~~:

D. Administration of the affordable accessory apartment program. The Borough of Demarest's designated administrative agent shall administer the affordable accessory apartment program in accordance with the following:

(3) The Borough of Demarest shall provide ~~\$75,000~~\$20,000 per unit to subsidize the physical creation of the first 10 affordable accessory apartments. The program shall be funded by the Borough's existing Affordable Housing Trust Fund.

SECTION 2. Amend Chapter 175 “Zoning”, Article IX “Affordable Housing District”, § 175-46 “Affordable housing regulations” to add the following underlined text and delete text in ~~strikeout~~:

E. Borough-wide set-aside.

(1) Any property in the Borough of Demarest that receives a use variance, density variance increasing the permissible density at the site, a rezoning permitting multifamily residential housing where not previously permitted or a new redevelopment plan, to permit multifamily

residential development, which would yield five or more additional units (over and above those already permitted as of right), that are developed at a density of six or more units per acre, shall provide a minimum affordable housing set-aside of 20%, regardless of tenure.

~~(a) 15% if the affordable units will be for rent; or~~

~~(b) 20% set aside if the affordable units will be for sale.~~

J. Fractional units and payments in lieu.

- (1) Inclusionary developments that result in a fractional affordable housing obligation of less than 0.5~~0.4 or less~~ may round the number of affordable units down. The application shall make a prorated payment-in-lieu to cover the fraction.
- (2) If the required number of affordable units results in a fraction of 0.5 or greater, the applicant shall round up and provide the additional affordable unit.
- (3) The payment-in-lieu for Demarest shall be \$240,000~~\$200,000~~ for 2025~~2019~~. The payment-in-lieu shall increase by 3% each year. To calculate the payment-in-lieu, the developer shall multiply the fraction by the payment. For example, a fraction of 0.4 triggered in 2025~~2020~~ would require a payment of \$96,000~~\$82,400~~. The payment shall be made to the Borough's Affordable Housing Trust Fund.

SECTION 3. Amend Chapter 175 "Zoning", Article X "Affordable Housing Obligations", § 175-49 "Affordable housing programs" to add the following underlined text and delete text in ~~strikeout~~:

B. An accessory apartment program.

- (3) Borough of Demarest has designated Piazza and Associates~~the Housing Authority of Bergen County~~ as the administrative entity to administer the accessory apartment program that shall have the following responsibilities:
 - (c) In accordance with ~~COAH~~ the requirements of NJAC 5:97-6.8, the Borough of Demarest shall provide at least \$75,000~~\$25,000~~ per unit to subsidize the creation of each ~~low-income accessory apartment or \$20,000 per unit to subsidize the creation of each moderate-income accessory apartment~~. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.

SECTION 4. Severability.

If any section, subsection, paragraph, sentence, or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence, or other part of this Ordinance directly involved in the controversy with respect to which said judgment shall have been rendered, and all other provisions of this Ordinance shall remain in full force and effect.

SECTION 5. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances, which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

SECTION 6. Effective Date.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law, and its provisions shall apply to all building permits applied for on or after the date of adoption and publication hereof as prescribed by law.

Attest:

Approved:

Acting Municipal Clerk

Mayor Brian Bernstein

Introduced:

Adopted:

\\corp.collierseng.com\corp\Clinton\Projects\A-D\DEB\DEB005B\Reports\Implementing Docs\250508dag_HEFSP_Draft_Ordinance_Changes.docx

DRAFT

Appendix L | Third Round Affirmative Marketing Plan and Resolution

**BOROUGH OF DEMAREST
BERGEN COUNTY**

**RESOLUTION ADOPTING THE AMENDED 'AFFIRMATIVE MARKETING PLAN'
FOR THE BOROUGH OF DEMAREST**

WHEREAS, in accordance with the New Jersey Uniform Housing Affordability Controls ("UHAC") pursuant to N.J.A.C. 5:80-26-1, *et seq.*, the Borough of Demarest is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created within the Borough of Demarest are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 1, the COAH Housing Region encompassing the Borough of Demarest; and

WHEREAS, an Affirmative Marketing Plan has been prepared for the Borough and originally adopted on July 29, 2019; and

WHEREAS, an amended Affirmative Marketing Plan dated January, 2020, has been prepared for the Borough; and

WHEREAS, the amended Affirmative Marketing Plan details the mechanisms to be employed in advising the public of the availability of affordable units within the Borough, which include advertising within the print media as well as the contacting of companies and firms; and

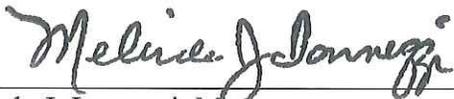
WHEREAS, the amended Affirmative Marketing Plan complies with the Affordable Housing Ordinance, specifically, Chapter 145, Article 5.3 entitled "Affirmative Marketing Requirements" and the Operating Manual for the administration of affordable units in compliance with the Uniform Housing Affordability Controls; and

WHEREAS, the amended Affirmative Marketing Plan also includes notifying community groups and organizations within the Housing Region pertaining to the availability of affordable housing units; and

WHEREAS, the Governing Body has reviewed the amended Affirmative Marketing Plan and determined same to be consistent with the requirements of UHAC.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Demarest, County of Bergen, that the Mayor and Council has hereby determined that the amended Affirmative Marketing Plan is in accordance with the applicable requirements and does hereby adopt the attached amended Affirmative Marketing Plan.

Approved this 13th day of February, 2020



Melinda J. Iannuzzi, Mayor

Attest:



Susan Crosman, RMC
Municipal Clerk

* * * * *

Moved by: Mr. Carroll
Second by: Mrs Hamilton

| | Aye | Nay | Abstain |
|-----------|-----|-----|---------|
| Carroll: | ✓ | | |
| Connelly: | ✓ | | |
| Fox: | ✓ | | |
| Hamilton: | ✓ | | |
| LaPira: | ✓ | | |
| Kurys: | ✓ | | |

Mayor Iannuzzi:

| | | | |
|----------|---|-------------|---------------------------------|
| X | Once at the start of the affirmative marketing process with additional monthly advertising as necessary | Star-Ledger | Northern and Central New Jersey |
|----------|---|-------------|---------------------------------|

TARGETS PARTIAL HOUSING REGION 1

Daily Newspaper

| | | | |
|--------------------------|---|-------------------|---------|
| X | Once at the start of the affirmative marketing process with additional monthly advertising as necessary | Record, The | Bergen |
| <input type="checkbox"/> | | Jersey Journal | Hudson |
| <input type="checkbox"/> | | Herald News | Passaic |
| <input type="checkbox"/> | | New Jersey Herald | Sussex |

TARGETS PARTIAL HOUSING REGION 1

Non-Daily Newspaper

| | DURATION & FREQUENCY OF OUTREACH | NAMES OF REGIONAL NEWSPAPER(S) | CIRCULATION AREA |
|--------------------------|----------------------------------|--------------------------------|---------------------------|
| <input type="checkbox"/> | | Bayonne Community News | Hudson |
| <input type="checkbox"/> | | Northern Valley Suburbanite | Northern Bergen |
| <input type="checkbox"/> | | Teaneck Suburbanite | Teaneck, Bergen |
| <input type="checkbox"/> | | Twin Boro News | Northern Bergen |
| <input type="checkbox"/> | | Shopper News | Bergen |
| <input type="checkbox"/> | | The Ramsey Reporter | Ramsey, Bergen |
| <input type="checkbox"/> | | The Town Journal | Franklin Lakes, Bergen |
| <input type="checkbox"/> | | The Village Gazette | Ridgewood, Bergen |
| <input type="checkbox"/> | | Messenger | Garfield, Bergen |
| <input type="checkbox"/> | | Observer | Hasbrouck Heights, Bergen |
| <input type="checkbox"/> | | Weekly News | Hasbrouck Heights, Bergen |
| <input type="checkbox"/> | | Hawthorne Press | Hawthorne, Passaic |
| <input type="checkbox"/> | | Journal America | Passaic |
| <input type="checkbox"/> | | Hoboken Reporter | Hoboken, Hudson |
| <input type="checkbox"/> | | Hudson Current | Hudson |
| <input type="checkbox"/> | | Jersey City Register | Hudson |
| <input type="checkbox"/> | | The Shoppers' Friend | Sussex |

| | | | |
|--------------------------|--|-----------------------------------|----------------------------------|
| <input type="checkbox"/> | | The Commercial Leader | Lyndhurst, Bergen |
| <input type="checkbox"/> | | North Bergen Register | Hudson |
| <input type="checkbox"/> | | Secaucus Reporter | Secaucus, Hudson |
| <input type="checkbox"/> | | Weehawken Reporter | Weehawken, Hudson |
| <input type="checkbox"/> | | West New York/Union City Reporter | West New York/Union City, Hudson |
| <input type="checkbox"/> | | Observer | Hudson |
| <input type="checkbox"/> | | The Commercial Leader | Lyndhurst, Bergen |
| <input type="checkbox"/> | | The Leader Free Press | Lyndhurst, Bergen |
| <input type="checkbox"/> | | News Leader of Rutherford | Rutherford, Bergen |
| <input type="checkbox"/> | | North Arlington Leader | North Arlington, Bergen |
| <input type="checkbox"/> | | Our Town | Maywood, Bergen |
| <input type="checkbox"/> | | The Ridgewood Times – Zone 2 | Midland Park/Ridgewood, Bergen |
| <input type="checkbox"/> | | The Villadom Times Midland Park | Midland Park/Ridgewood, Bergen |
| <input type="checkbox"/> | | The Palisadian | Bergen |
| <input type="checkbox"/> | | Aim Community News/Aim Action Ads | Passaic |
| <input type="checkbox"/> | | Shoppers Guide to Sussex County | Sussex |
| <input type="checkbox"/> | | Bergen News | Bergen |
| <input type="checkbox"/> | | Press Journal | Palisades Park, Bergen |
| <input type="checkbox"/> | | Korean Bergen News | Bergen |
| <input type="checkbox"/> | | Sun Bulletin | Bergen |
| <input type="checkbox"/> | | News Beacon | Paramus |
| <input type="checkbox"/> | | Slovak Catholic Falcon | (Slovak/English) Passaic |
| <input type="checkbox"/> | | Independence News | Passaic |
| <input type="checkbox"/> | | Home and Store News | Bergen |
| <input type="checkbox"/> | | Our Town | Northern Bergen |
| <input type="checkbox"/> | | The Glen Rock Gazette | Glen Rock, Bergen |
| <input type="checkbox"/> | | Ridgewood News | Ridgewood, Bergen |
| <input type="checkbox"/> | | Suburban News | Northern Bergen |
| <input type="checkbox"/> | | Town News | Northern Bergen |
| <input type="checkbox"/> | | Wyckoff Suburban News | Wyckoff, Bergen |

| | | | |
|--------------------------|--|----------------------------|------------------------|
| <input type="checkbox"/> | | The South Bergenite | Southern Bergen |
| <input type="checkbox"/> | | Secaucus Home News | Secaucus, Hudson |
| <input type="checkbox"/> | | The Advertiser | Sussex |
| <input type="checkbox"/> | | The Advertiser News | Sussex |
| <input type="checkbox"/> | | Sparta Independent | Sparta, Sussex |
| <input type="checkbox"/> | | Sussex County Chronicle | Sparta, Sussex |
| <input type="checkbox"/> | | The Connection Newspaper | Southern Bergen |
| <input type="checkbox"/> | | Jewish Community News | (Jewish) Bergen |
| <input type="checkbox"/> | | Jewish Standard | (Jewish) Bergen |
| <input type="checkbox"/> | | Avance | (Spanish) Hudson |
| <input type="checkbox"/> | | Continental | (Spanish) Hudson |
| <input type="checkbox"/> | | La Tribuna de North Jersey | (Spanish) Hudson |
| <input type="checkbox"/> | | The Argus | West Paterson, Passaic |
| <input type="checkbox"/> | | Suburban Life | Passaic |
| <input type="checkbox"/> | | Today Newspaper | Passaic |
| <input type="checkbox"/> | | Community Life | Northern Bergen |
| <input type="checkbox"/> | | Wood Ridge Independent | Wood Ridge |

TARGETS ENTIRE HOUSING REGION 1

| | DURATION & FREQUENCY OF OUTREACH | NAMES OF REGIONAL TV STATION(S) | CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE |
|--------------------------|---|---|---|
| <input type="checkbox"/> | | 2 WCBS-TV Cbs Broadcasting Inc. | NYC Metropolitan Area |
| <input type="checkbox"/> | | 4 WNBC NBC Telemundo License Co. (General Electric) | NYC Metropolitan Area |
| <input type="checkbox"/> | | 5 WNYW Fox Television Stations, Inc. (News Corp.) | NYC Metropolitan Area |
| <input type="checkbox"/> | | 7 WABC-TV American Broadcasting Companies, Inc (Walt Disney) | NYC Metropolitan Area |
| <input type="checkbox"/> | | 11 WPIX Wpix, Inc. (Tribune) | NYC Metropolitan Area |
| <input type="checkbox"/> | | 13 Wpix, Inc. (Tribune) Educational Broadcasting Corporation | NYC Metropolitan Area |
| <input type="checkbox"/> | | 25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications | NYC Metropolitan Area |

| | | | |
|---|--|--|---|
| <input type="checkbox"/> | | 31 WPXN-TV Paxson Communications License Company, Llc | NYC Metropolitan Area |
| <input type="checkbox"/> | | 41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.) | NYC Metropolitan Area, Spanish- language |
| <input type="checkbox"/> | | 47 WNJU NBC Telemundo License Co. (General Electric) | NYC Metropolitan Area, Spanish- language |
| <input type="checkbox"/> | | 50 WNJN New Jersey Public Broadcasting Authority | New Jersey |
| <input type="checkbox"/> | | 62 WRNN-TV Wrnn License Company, Llc | Hudson Valley |
| <input type="checkbox"/> | | 63 WMBC-TV Mountain Broadcating Corporation | Northern New Jersey, Various ethnic |
| <input type="checkbox"/> | | 66 WFME-TV Family Stations Of New Jersey, Inc. | Northern New Jersey, Christian |
| <input type="checkbox"/> | | 68 WFUT-TV Univision New York Llc | NYC Metropolitan Area, Spanish- language |
| TARGETS PARTIAL HOUSING REGION 1 | | | |
| <input type="checkbox"/> | | 8 WTNH Wtnh Broadcasting, Inc. (LIN TV Corp.) | Bergen |
| <input type="checkbox"/> | | 49 WEDW Connecticut Public Broadcasting, Inc. | Bergen |
| <input type="checkbox"/> | | 17 WEBR-CA K Licensee, Inc. | Bergen, Hudson (Christian) |
| <input type="checkbox"/> | | 26 WNXV-LP Island Broadcasting Company | Bergen, Hudson |
| <input type="checkbox"/> | | 32 WXNY-LP Island Broadcasting Company | Bergen, Hudson |
| <input type="checkbox"/> | | 35 WNYX-LP Island Broadcasting Company | Bergen, Hudson |
| <input type="checkbox"/> | | 39 WNYN-LP Island Broadcasting Company | Bergen, Hudson (Spanish) |
| <input type="checkbox"/> | | 21 WLIW Educational Broadcasting Corporation | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | 60 W60AI Ventana Television, Inc. | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | 6 WNYZ-LP Island Broadcasting Co. | Bergen, Sussex |
| <input type="checkbox"/> | | 22 WMBQ-CA Renard Communications Corp. | Hudson |
| <input type="checkbox"/> | | 34 WPXO-LP Paxson Communications License Company, Llc | Hudson |
| <input type="checkbox"/> | | 42 WKOB-LP Nave Communications, Llc | Hudson (Christian) |
| <input type="checkbox"/> | | 3 WBQM-LP Renard Communications Corp. | Hudson, Sussex |
| <input type="checkbox"/> | | 52 WNJT New Jersey Public Broadcasting Authority | Hudson, Sussex |

| | | | |
|--------------------------|--|--|-----------------|
| <input type="checkbox"/> | | 28 WBRE-TV Nexstar Broadcasting, Inc. | Passaic, Sussex |
| <input type="checkbox"/> | | 36 W36AZ New Jersey Public Broadcasting Authority | Passaic, Sussex |
| <input type="checkbox"/> | | 16 WNEP-TV New York Times Co. | Sussex |
| <input type="checkbox"/> | | 22 WYOU Nexstar Broadcasting, Inc. | Sussex |
| <input type="checkbox"/> | | 23 W23AZ Centenary College | Sussex |
| <input type="checkbox"/> | | 38 WSWB Mystic Television of Scranton Llc | Sussex |
| <input type="checkbox"/> | | 39 WLVT-TV Lehigh Valley Public Telecommunications Corp. | Sussex |
| <input type="checkbox"/> | | 44 WVIA-TV Ne Pa Ed Tv Association | Sussex |
| <input type="checkbox"/> | | 49 W49BE New Jersey Public Broadcasting Authority | Sussex |
| <input type="checkbox"/> | | 56 WOLF-TV Wolf License Corp | Sussex |
| <input type="checkbox"/> | | 60 WBPH-TV Sonshine Family Television Corp | Sussex |
| <input type="checkbox"/> | | 64 WQPX Paxson Communications License Company, Llc (Ion Media Networks) | Sussex |
| <input type="checkbox"/> | | 69 WFMZ-TV Maranatha Broadcasting Company, Inc. | Sussex |

| | DURATION & FREQUENCY OF OUTREACH | NAMES OF CABLE PROVIDER(S) | BROADCAST AREA |
|---|---|---|-----------------------|
| TARGETS PARTIAL HOUSING REGION 1 | | | |
| X | | Time Warner Cable of Bergen & Hudson Counties | Partial Bergen |
| <input type="checkbox"/> | | Comcast of the Meadowlands | Partial Bergen |
| <input type="checkbox"/> | | Cablevision of New Jersey, Oakland, Ramapo, and Rockland | Partial Bergen |
| <input type="checkbox"/> | | US Cable of Paramus-Hillsdale | Partial Bergen |
| <input type="checkbox"/> | | Cablevision of NJ (Bayonne System), Hudson | Partial Hudson |
| <input type="checkbox"/> | | Comcast of Jersey City, Meadowlands, NJ (Union System) | Partial Hudson |
| <input type="checkbox"/> | | Time Warner Cable of Bergen & Hudson Counties | Partial Hudson |
| <input type="checkbox"/> | | Cablevision of Oakland, Paterson | Partial Passaic |
| <input type="checkbox"/> | | Hometown Online | Partial Passaic |
| <input type="checkbox"/> | | Cable Vision of Morris, Warwick | Partial Sussex |

| | | | |
|--------------------------|--|--|-----------------|
| <input type="checkbox"/> | | Hometown Online | Partial Sussex |
| <input type="checkbox"/> | | Service Electric Broadband Cable | Partial Sussex |
| <input type="checkbox"/> | | Time Warner Cable of Bergen & Hudson Counties | Partial Bergen |
| <input type="checkbox"/> | | Comcast of the Meadowlands | Partial Bergen |
| <input type="checkbox"/> | | Cablevision of New Jersey, Oakland, Ramapo, and Rockland | Partial Bergen |
| <input type="checkbox"/> | | US Cable of Paramus-Hillsdale | Partial Bergen |
| <input type="checkbox"/> | | Cablevision of NJ (Bayonne System), Hudson | Partial Hudson |
| <input type="checkbox"/> | | Comcast of Jersey City, Meadowlands, NJ (Union System) | Partial Hudson |
| <input type="checkbox"/> | | Time Warner Cable of Bergen & Hudson Counties | Partial Hudson |
| <input type="checkbox"/> | | Cablevision of Oakland, Paterson | Partial Passaic |
| <input type="checkbox"/> | | Hometown Online | Partial Passaic |
| <input type="checkbox"/> | | Cable Vision of Morris, Warwick | Partial Sussex |
| <input type="checkbox"/> | | Hometown Online | Partial Sussex |
| <input type="checkbox"/> | | Service Electric Broadband Cable | Partial Sussex |
| <input type="checkbox"/> | | Time Warner Cable of Bergen & Hudson Counties | Partial Bergen |
| <input type="checkbox"/> | | Comcast of the Meadowlands | Partial Bergen |
| <input type="checkbox"/> | | Cablevision of New Jersey, Oakland, Ramapo, and Rockland | Partial Bergen |
| <input type="checkbox"/> | | US Cable of Paramus-Hillsdale | Partial Bergen |
| <input type="checkbox"/> | | Cablevision of NJ (Bayonne System), Hudson | Partial Hudson |
| <input type="checkbox"/> | | Comcast of Jersey City, Meadowlands, NJ (Union System) | Partial Hudson |
| <input type="checkbox"/> | | Time Warner Cable of Bergen & Hudson Counties | Partial Hudson |
| <input type="checkbox"/> | | Cablevision of Oakland, Paterson | Partial Passaic |
| <input type="checkbox"/> | | Hometown Online | Partial Passaic |
| <input type="checkbox"/> | | Cable Vision of Morris, Warwick | Partial Sussex |
| <input type="checkbox"/> | | Hometown Online | Partial Sussex |
| <input type="checkbox"/> | | Service Electric Broadband Cable | Partial Sussex |

| | DURATION & FREQUENCY OF OUTREACH | NAMES OF REGIONAL RADIO STATION(S) | BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE |
|--|----------------------------------|------------------------------------|--|
| TARGETS ENTIRE HOUSING REGION 1 | | | |
| AM | | | |
| <input type="checkbox"/> | | WFAN 660 | |
| <input type="checkbox"/> | | WOR 710 | |
| <input type="checkbox"/> | | WABC 770 | |
| <input type="checkbox"/> | | WCBS 880 | |
| <input type="checkbox"/> | | WBBR 1130 | |
| FM | | | |
| <input checked="" type="checkbox"/> | | WFNY-FM 92.3 | |
| <input type="checkbox"/> | | WPAT-FM 93.1 | Spanish |
| <input type="checkbox"/> | | WNYC-FM 93.9 | |
| <input type="checkbox"/> | | WFME 94.7 | Christian |
| <input type="checkbox"/> | | WPLJ 95.5 | |
| <input type="checkbox"/> | | WQXR-FM 96.3 | |
| <input type="checkbox"/> | | WQHT 97.1 | |
| <input type="checkbox"/> | | WSKQ-FM 97.9 | Spanish |
| <input type="checkbox"/> | | WAWZ 99.1 | Christian |
| <input type="checkbox"/> | | WBAI 99.5 | |
| <input type="checkbox"/> | | WHTZ 100.3 | |
| <input type="checkbox"/> | | WHUD 100.7 | |
| <input type="checkbox"/> | | WCBS-FM 101.1 | |
| <input type="checkbox"/> | | WQCD 101.9 | |
| <input type="checkbox"/> | | WNEW 102.7 | |
| <input type="checkbox"/> | | WKTU 103.5 | |
| <input type="checkbox"/> | | WAXQ 104.3 | |
| <input type="checkbox"/> | | WWPR-FM 105.1 | |
| <input type="checkbox"/> | | WLTW 106.7 | |
| <input type="checkbox"/> | | WBLS 107.5 | |

| TARGETS PARTIAL HOUSING REGION 1 | | | |
|---|--|--------------|---|
| AM | | | |
| <input type="checkbox"/> | | WEEX 1230 | Bergen |
| <input type="checkbox"/> | | WKDM 1380 | Bergen, Hudson (Chinese/ Mandarin) |
| <input type="checkbox"/> | | WMCA 570 | Bergen, Hudson, Passaic (Christian) |
| <input type="checkbox"/> | | WNYC 820 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WRKL 910 | Bergen, Hudson, Passaic (Polish) |
| <input type="checkbox"/> | | WPAT 930 | Bergen, Hudson, Passaic (Caribbean, Mexican, Mandarin) |
| <input type="checkbox"/> | | WWDJ 970 | Bergen, Hudson, Passaic (Christian) |
| <input type="checkbox"/> | | WINS 1010 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WEPN 1050 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WVNJ 1160 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WLIB 1190 | Bergen, Hudson, Passaic (Christian) |
| <input type="checkbox"/> | | WADO 1280 | Bergen, Hudson, Passaic (Spanish) |
| <input type="checkbox"/> | | WWRV 1330 | Bergen, Hudson, Passaic (Spanish) |
| <input type="checkbox"/> | | WNSW 1430 | Bergen, Hudson, Passaic (Portuguese) |
| <input type="checkbox"/> | | WZRC 1480 | Bergen, Hudson, Passaic (Chinese/Cantonese) |
| <input type="checkbox"/> | | WQEW 1560 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WWRL 1600 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WWRU 1660 | Bergen, Hudson, Passaic (Korean) |
| <input type="checkbox"/> | | WMTR 1250 | Passaic |
| <input type="checkbox"/> | | WGHT 1500 | Passaic |
| <input type="checkbox"/> | | WNNJ 1360 | Sussex |
| FM | | | |
| <input type="checkbox"/> | | WSOU 89.5 | Bergen, Hudson |
| <input type="checkbox"/> | | WCAA 105.9 | Bergen, Hudson (Latino) |
| <input type="checkbox"/> | | WBGO 88.3 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WFDU 89.1 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WKCR-FM 89.9 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WNYU-FM 89.1 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WFUV 90.7 | Bergen, Hudson, Passaic |

| | | | |
|--------------------------|--|----------------|-------------------------|
| <input type="checkbox"/> | | WFMU 91.1 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WNYE 91.5 | Bergen, Hudson, Passaic |
| <input type="checkbox"/> | | WRKS 98.7 | Bergen, Hudson, Sussex |
| <input type="checkbox"/> | | WRTN 93.5 | Bergen, Hudson, Sussex |
| <input type="checkbox"/> | | WHCR-FM 90.3 | Bergen, Passaic |
| <input type="checkbox"/> | | WPSC-FM 88.7 | Passaic |
| <input type="checkbox"/> | | WRHV 88.7 | Passaic |
| <input type="checkbox"/> | | WNJP 88.5 | Sussex |
| <input type="checkbox"/> | | WNTI 91.9 | Sussex |
| <input type="checkbox"/> | | WCTO 96.1 | Sussex |
| <input type="checkbox"/> | | WSUS 102.3 | Sussex |
| <input type="checkbox"/> | | WNNJ-FM 103.7 | Sussex |
| <input type="checkbox"/> | | WDHA -FM 105.5 | Sussex |
| <input type="checkbox"/> | | WHCY 106.3 | Sussex |
| <input type="checkbox"/> | | WWYY 107.1 | Sussex |

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

| | | NAME OF PUBLICATIONS | OUTREACH AREA | RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE |
|--|--|----------------------|-----------------------|--|
| TARGETS ENTIRE HOUSING REGION 1 | | | | |
| Bi-weekly | | | | |
| <input type="checkbox"/> | | Al Manassah | | Arab-American |
| Monthly | | | | |
| <input checked="" type="checkbox"/> | Once at the start of the affirmative marketing process | Sino Monthly | North Jersey/NYC area | Chinese-American |

| TARGETS PARTIAL HOUSING REGION 1 | | | | |
|---|--|----------------------|---|---------------------|
| Daily | | | | |
| <input checked="" type="checkbox"/> | Once at the start of the affirmative marketing process | 24 Horas | Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties | Portuguese-Language |
| Weekly | | | | |
| <input type="checkbox"/> | | Arab Voice Newspaper | North Jersey/NYC area | Arab-American |
| <input type="checkbox"/> | | La Voz | Hudson, Union, Middlesex Counties | Cuban community |

| | | | | |
|--------------------------|--|------------------------------|---|--------------------------|
| <input type="checkbox"/> | | Italian Tribune | North Jersey/ NYC area | Italian community |
| <input type="checkbox"/> | | Jewish Standard | Bergen, Passaic, Hudson Counties | Jewish community |
| <input type="checkbox"/> | | El Especialito | Union City | Spanish-Language |
| <input type="checkbox"/> | | El Nuevo | Hudson County | Spanish-Language |
| <input type="checkbox"/> | | La Tribuna Hispana | Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greebrook, Linden, Lydenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY | Spanish-Language |
| <input type="checkbox"/> | | Su Guia | Bergen and Passaic | Spanish-Language |
| <input type="checkbox"/> | | Banda Oriental Latinoamérica | North Jersey/ NYC area | South American community |
| <input type="checkbox"/> | | Ukranian Weekly | New Jersey | Ukranian community |

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

| DURATION & FREQUENCY OF OUTREACH | NAME OF EMPLOYER/COMPANY | LOCATION |
|---|---|---|
| Hudson County | | |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | United Parcel Service Inc. NY Corp 492 County Ave, Secaucus |
| <input type="checkbox"/> | | USPS 80 County Road, Jersey City |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Liz Claiborne Inc 1 Claiborne Ave, North Bergen |
| <input type="checkbox"/> | | Credit Suisse First Boston LLC 1 Pershing Plz Jersey City |
| <input type="checkbox"/> | | HealthCare Staffing and Consult 26 Journal Square, Jersey City |
| <input type="checkbox"/> | | Ritter Sysco Food Service 20 Theodore Conrad Dr. Jersey City |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Jersey City Medical Center Inc. 50 Grand St, Secaucus |
| <input type="checkbox"/> | | Marsh USA Inc. 121 River St, Hoboken |
| <input type="checkbox"/> | | National Retail Systems Inc. 2820 16th St North Bergen |

| | | | |
|--------------------------|---|--|--|
| <input type="checkbox"/> | | Community Corrections Corp | Lincoln Hwy Kearny |
| <input type="checkbox"/> | | Marine Personnel & Provisioning Inc. | 1200 Harbor Blvd Weehawken |
| <input type="checkbox"/> | | Port Authority of NY and NJ | 241 Erie St. Jersey City and 120 Academy St. Jersey City |
| <input type="checkbox"/> | | Christ Hospital Health Service | 176 Palisade Ave, Jersey City |
| <input type="checkbox"/> | | Bayonne Hospital | 29th Street and Ave E, Bayonne |
| <input type="checkbox"/> | | Salson Logistics Inc. | 2100 88th St. and 7373 West Side Ave, North Bergen, NJ |
| <input type="checkbox"/> | | National Financial Service | 1000 Plaza, Jersey City |
| <input type="checkbox"/> | | Fleet NJ Company Development Corp. | 10 Exchange Place, Jersey City |
| <input type="checkbox"/> | | Maidenform Inc | 154 Ave E, Bayonne |
| <input type="checkbox"/> | | Lord Abbett & Company | 90 Hudson City, Jersey City |
| <input type="checkbox"/> | | Liberty Health Plan Inc. | 50 Baldwin Ave Jersey City |
| <input type="checkbox"/> | | Port Imperial Ferry Corp. | Pershing Rd Secaucus |
| <input type="checkbox"/> | | Hudson News | 1305 Paterson Plank Rd, North Bergen |
| X | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Palisades General Hospital | 7600 River Rd North Bergen, NJ |
| <input type="checkbox"/> | | Equiserve Inc. | 525 Washington Blvd Jersey city |
| <input type="checkbox"/> | | Ciricorp Data Systems Incorporated | 1919 Park Ave Secaucus |
| <input type="checkbox"/> | | Meadowlands Hospital Medical Center | Meadowlands Pkwy Secaucus |
| <input type="checkbox"/> | | Retailers & Manufacturers Dist Marking Serv. | 50 Metro Way Secaucus |
| <input type="checkbox"/> | | Dynamic Delivery Corp | 125 Pennsylvania Ave Kearny, NJ |
| <input type="checkbox"/> | | Bowne Business Communications Inc. | 215 County Ave Secaucus |
| <input type="checkbox"/> | | North Hudson Community Action Corp. | 5301 Broadway West New York 07093 |
| <input type="checkbox"/> | | Goya Foods Inc. | 100 Seaview Dr. Secaucus |
| <input type="checkbox"/> | | Cristi Cleaning Service | 204 Paterson Plank Rd Union, NJ |

| | | | |
|--------------------------|---|--------------------------------------|--|
| Bergen County | | | |
| <input type="checkbox"/> | | Hackensack University Medical Center | 30 Prospect Ave, Hackensack, NJ 07601 |
| <input type="checkbox"/> | | Professional Employer Group Service | 2050 Center Ave Ste 336 Fort Lee |
| X | A flyer and preliminary application will be mailed once at the start of the affirmative marketing | County of Bergen, NJ | 1 Bergen County Plaza Hackensack, NJ 07601 |

| | | | |
|-------------------------------------|---|---------------------------------------|---|
| | process | | |
| <input type="checkbox"/> | | Society of the Valley Hospital | 223 N Van Dien Ave Ridgewood |
| <input type="checkbox"/> | | NJ Sports & Expo Authority | 50 State Highway 120 East Rutherford |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Merck-Medco Managed Care LLC | 100 Parsons Pond Dr. Franklin Lakes 07417 |
| <input type="checkbox"/> | | Quest Diagnostics Incorporated | 1 Malcolm Ave Teterboro ,NJ 07608 |
| <input type="checkbox"/> | | AT&T | 15 E Midland Ave Paramus |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Englewood Hospital and Medical Center | 350 Engle St. Englewood |
| <input type="checkbox"/> | | Aramark Svcs Management of NJ Inc | 50 Route 120 East Rutherford |
| <input type="checkbox"/> | | Holy Name Hospital | 718 Teaneck Road Teaneck |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Doherty Enterprises Inc | 7 Pearl Ct Allendale |
| <input type="checkbox"/> | | Bergen Regional Medical Center | 230 East Ridgewood Ave Paramus |
| <input type="checkbox"/> | | Inserra supermarkets, Inc. | 20 Ridge Rd Mahwah |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Howmedica Osteonics Corp | 59 Route 17 Allendale |
| <input type="checkbox"/> | | Becton Dickinson & Company Corp | 1 Becton Dr. Franklin Lakes |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Pearson Education, Inc. | 1 Lake St. Upper Saddle River |

| Passaic County | | | |
|-------------------------------------|---|------------------------------------|--|
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | D&E Pharmaceutical Co. | 206 Macoprin Rd Bloomingdale, NJ 07403 |
| <input type="checkbox"/> | | Acme Markets | 467 AllWood Rd Clifton, NJ 07012 |
| <input type="checkbox"/> | | St. Mary's Hospital | 350 Boulevard Passaic, NJ 07055 |
| <input type="checkbox"/> | | Merry Maids | 14 Riverside Square Mall, Bloomingdale, NJ 07403 |
| <input type="checkbox"/> | | Health Center at Bloomingdale | 255 Union Ave Bloomingdale, NJ 07403 |
| <input type="checkbox"/> | | Sommers Plastic Product Co. Inc. | 31 Styertowne Rd Clifton, NJ 07012 |
| <input type="checkbox"/> | | St. Joseph's Hospital | 703 Main St. Paterson, NJ 07503 |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | BAE Systems | 164 Totowa Rd, Wayne, NJ 07470 |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Drake Bakeries Inc | 75 Demarest Dr, Wayne, NJ 07470 |
| <input type="checkbox"/> | | Toys R Us National Headquarters | 1 Geoffrey Way, Wayne, NJ 07470 |
| <input type="checkbox"/> | | GAF Materials Corporation | 1361 Alps Rd, Wayne, NJ 07470 |
| <input type="checkbox"/> | | Valley National Bank Headquarters | 1455 Valley Road Wayne, New Jersey 07470 |
| Sussex County | | | |
| <input type="checkbox"/> | | Selective Insurance | 40 Wantage Ave, Branchville, NJ |
| <input type="checkbox"/> | | Andover Subacute and Rehab Center | 99 Mulford Rd Bldg 2, Andover, NJ |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Mountain Creek Resorts | 200 State Rt 94, Vernon, NJ |
| <input checked="" type="checkbox"/> | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | County of Sussex | One Spring Street, Newton, NJ 07860 |
| <input type="checkbox"/> | | Newton Memorial Hospital Inc. | 175 High St, Newton, NJ |
| <input type="checkbox"/> | | Vernon Township Board of Education | 539 State Rt 515, Vernon, NJ |
| <input type="checkbox"/> | | F.O. Phoenix (Econo-Pak) | 1 Wiebel Plz, Sussex, NJ |
| <input type="checkbox"/> | | Hopatcong Board of Education | 2 Windsor Ave, Hopatcong, NJ |

| | | | |
|--|---|--|---|
| X | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process | Saint Clare's Hospital | 20 Walnut St, Sussex, NJ |
| <input type="checkbox"/> | | Ames Rubber Corp | 19 Ames Blvd, Hamburg, NJ |
| 3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) | | | |
| Name of Group/Organization | Outreach Area | Racial/Ethnic Identification of Readers/Audience | Duration & Frequency of Outreach |
| Fair Share Housing Center | Statewide | | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process |
| New Jersey State Conference of NAACP | Statewide | | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process |
| Latino Action Network | Statewide | | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process |
| Bergen County NAACP | County | | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process |
| Bergen County Urban League | County | | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process |
| Bergen County Housing Coalition | County | | A flyer and preliminary application will be mailed once at the start of the affirmative marketing process |

IV. APPLICATIONS

| | | |
|--|--|--|
| Applications for affordable housing for the above units will be available at the following locations: | | |
| 4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies) | | |
| | BUILDING | LOCATION |
| X | Sussex County Main Library | 125 Morris Turnpike, Newton, NJ 07860 |
| X | Hudson County Administration Building | 595 Newark Avenue, Jersey City, NJ 07306 |
| X | Passaic County Administration Building | 401 Grand Street, Paterson, NJ 07505 (973) 225-3632 |
| X | Bergen County Administration Building | One Bergen County Plaza, Hackensack, NJ 07601 (201)336-6000 |

| |
|--|
| 4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person) |
| Borough Hall, 118 Serpentine Rd, Demarest, Susan Crosman, MHL |
| Demarest Free Public Library, 90 Hardenburgh Ave., Demarest |
| 4c. Sales/Rental Office for units (if applicable) |

V. CERTIFICATIONS AND ENDORSEMENTS

| | |
|--|-------------|
| <p>I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).</p> | |
| <hr/> | |
| <p>Name (Type or Print)</p> | |
| <hr/> | |
| <p>Title/Municipality</p> | |
| <hr/> | |
| <p>Signature</p> | <p>Date</p> |

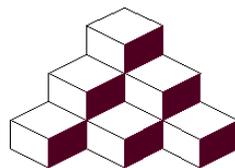
Appendix M | Third Round Operating Manuals and Resolutions

Borough of Demarest

Affordable Housing Services

Operating Manual

RENTAL PROGRAM



Piazza & Associates, Inc. ♦ 216 Rockingham Row ♦ Princeton, NJ 08540

T.609.786.1100 ♦ F.609-786-1105 ♦ www.HousingQuest.com

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EXHIBITS

- A.** Equal Housing Opportunity Posters
- B.** COAH Annual Regional Income Limits Chart
- C.** Application for Affordable Housing
- D.** Applicant Questionnaire and Document Checklist

INTRODUCTION

This Operating Manual has been prepared by Piazza & Associates, Inc., the Administrative Agent for the Borough of Demarest, to assist in the administration of rental units. General questions regarding its content can be addressed to Piazza & Associates, Inc. 216 Rockingham Row, Princeton, NJ 08540; by telephone to 609-786-1100; or by email at info@HousingQuest.com.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the rental process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws¹, the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.², the substantive rules of the Council on Affordable Housing N.J.A.C. 5:96³ and 5:97⁴ and the affordable housing regulations of the Borough of Demarest (hereafter referred to as the “Regulations”).

FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES



In accordance with the Federal Fair Housing Act, it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. In addition, New Jersey Law prohibits discrimination in housing on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8) by all persons including real estate agents or brokers, financial institutions, property owners, landlords, or building superintendents, and their agents and employees with respect to the sale, rental or lease of real property, listing or advertising of real property, receipt or transmittal of offers to purchase or rent real property, application and terms of a mortgage or other loan. See Exhibit A.

¹ https://www.hud.gov/program_offices/fair_housing_equal_opp/FHLaws

² <http://www.nj.gov/dca/affiliates/coah/regulations/uhac.html>

³ <http://www.nj.gov/dca/services/lps/hss/statsandregs/596.pdf>

⁴ <http://www.nj.gov/dca/services/lps/hss/statsandregs/597.pdf>

WHAT IS AFFORDABLE HOUSING?

Affordable housing, unlike market rate housing, has affordability controls limiting the price for at least 30 years. The Regulations considers housing “affordable” if the household pays approximately 28% or less of the household’s gross income on housing costs. Affordable housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the affordable housing is located.

WHO QUALIFIES FOR AFFORDABLE HOUSING?

In order to be eligible for affordable housing in New Jersey, a household’s income will be below the income limit for the region in which the affordable housing is located, either for low or moderate levels. A moderate-income household is classified as earning between 50 percent and 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income. The New Jersey Fair Housing Act (NJFHA) has included a new category for very low-income households, which are classified as earning less than 30 percent of area median income. Municipalities shall decide what projects will be required to help meet this obligation. Existing rental projects have a minimum requirement for very low income apartments, priced at 35% of the AMI; and new rental projects have an obligation to provide very low-income units at 30% of the AMI to very low-income households.

The COAH (COAH shall mean COAH or its successors) Regional Income Limits Chart (Exhibit B) provides information about income limits for each of COAH’s six housing regions. Each region has different calculated median incomes, which are adjusted periodically. The Borough of Demarest is located in Bergen County, which is part of Region 1, together with Hudson, Passaic, and Sussex Counties.

LOCAL AFFORDABLE HOUSING PROGRAMS FOR RENT

A copy of the Borough of Demarest Housing Element and Fair Share Plan is available at the municipal building, located at 118 Serpentine Road, Demarest, NJ 07627.

OTHER AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

In addition to affordable rental opportunities, the Borough of Demarest has purchase opportunities. Please contact Piazza & Associates, Inc., for further information: <http://www.piazza-and-associates.com/afhousing.php?pa=Demarest>.

Affordable housing throughout the State of New Jersey is administered by a wide variety of organizations and agencies. Further information can be found at <http://www.nj.gov/dca/affiliates/coah/resources/looking.html>.

Individuals interested in applying for affordable housing should contact the Municipal Housing Liaison in the municipality in which they are interested in living. Each municipality has a Municipal Housing Liaison who is responsible for administering the municipality’s affordable housing program. Some municipalities administer their own

affordable housing and have their own application process. If not, the Municipal Housing Liaison can direct applicants to developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality. A list of Municipal Housing Liaisons can be found at:

http://www.nj.gov/dca/divisions/lps/hss/admin_files/muniliaisons.pdf

The New Jersey Housing and Mortgage Finance Agency has established New Jersey's Housing Resource Center, an on-line, searchable database of affordable housing in the State. The Housing Resource Center provides a listing posted by developers, landlords, and municipalities of available affordable housing. Available units are listed with contact and application information. Look for the Housing Resource Center at www.njhrc.gov.

The New Jersey Guide to Affordable Housing, which can be found at <http://www.state.nj.us/dca/divisions/codes/publications/guide.html>, is a listing compiled by the New Jersey Department of Community Affairs Division of Codes and Standards. It lists all types of affordable housing by county. The housing units on the list have a variety of qualification requirements, including age-restricted housing and housing for the developmentally disabled. **Applicants who do not have access to the Internet should call 211 for assistance.**

Piazza & Associates, Inc. also provides information on many affordable housing programs throughout the state of New Jersey. Detailed information about these affordable housing opportunities can be found at www.HousingQuest.com.

OVERVIEW OF THE AFFORDABLE HOUSING ADMINISTRATION PROCESS FOR NEW RENTALS AND RE-RENTALS

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to an Administrative Agent, who may be developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.
- The Administrative Agent implements the municipality's Affirmative Marketing Plan.
- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.
- An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by the Administrative Agents, on or before the initial deadline date, shall be deemed received on that date.
- Households that apply for very low-income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the very low-income limits pursuant to the New Jersey Fair

Housing Act, N.J.S.A. 52:27-D-304 (“NJFHA”). Households that apply for low and moderate-income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the low and moderate-income limits pursuant to the Uniform Housing Affordability Controls, 5:80-26.1 et seq. (“UHAC”). All households will be notified as to their preliminary status.

- A drawing will be held under the direction of the Administrative Agent to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.
- In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate-income unit available, or until all of the low and moderate income units within the development have been sold.
- When units become available, final applications will be mailed by the Administrative Agent to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate-income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
- Completed final applications will be forwarded to the Administrative Agent, who will make a determination as to their eligibility for a low or moderate-income unit. Applicants will receive a letter from the Administrative Agent with respect to the status of their application each time a review is performed.
- When submitting final applications, applicants will also be asked to make an appointment to visit the leasing office.
- Rental applicants will be subject to the Tenant Selection Criteria set forth by the Landlord.
- Certified applicants will be given a pre-determined amount of time to sign a lease with the landlord or developer
- When a unit becomes available, the Administrative Agent will proceed with the income qualification process.
- For rental units, the Administrative Agent will provide certifications that must be signed and notarized by the applicant.
- The certified household moves into the affordable rental unit.

ROLES AND RESPONSIBILITIES

Responsibilities of the Municipal Housing Liaison or MHL

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see **Responsibilities of the Municipal Attorney**). The primary purpose of the MHL to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the MHL include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, **Responsibilities of an Administrative Agent**.

Monitor the status of all restricted units in the municipality's Fair Share Plan. Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The MHL serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report. Any requests For additional information or corrections will be directed to the MHL.

Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners. When a new affordable unit or series of units is in the planning process, the MHL should coordinate a meeting between the Administrative Agent and the developer, affordable housing sponsor or owner. The developer, affordable housing sponsor or owner may serve as their own Administrative Agent, if they meet the applicable requirements and are approved by the municipality. The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all COAH-related local ordinances -- that have already been adopted by the municipality.

It is the responsibility of the Municipal Housing Liaison, in conjunction with the Municipal Attorney, to have the affordable housing provisions of any Master Deed and Public Offering reviewed for consistency with the UHAC regulations, before they are recorded and submitted to DCA for approval.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent.**

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in the Administrative Agent's portfolio are sold to eligible households. Administrative Agents will:

Secure written acknowledgement from all developers, affordable housing sponsors and owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. All Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, the developer, affordable housing sponsor or owner could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent and the developer, affordable housing sponsor or owner, this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs are the responsibility of the developer or current owner.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for rental of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility will be provided within twenty (20) days of the Administrative Agent's

determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of owning an affordable unit, in the form of Appendix K of UHAC.

Establish and maintain effective communication with property managers and landlords. Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the Administrative Agent:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

Provide annual notification of maximum rents. Each year when COAH releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included on such notification in case the tenant is being overcharged.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes and Appendix J and K.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual COAH monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in the Administrative Agent's portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to:

- Assisting the Municipal Housing Liaison with the review of the affordable housing provisions of any Master Deed and Public Offering for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.
- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

Responsibilities of Developers

When a new affordable unit or series of units is in the planning process, the developer of affordable housing should contact the Municipal Housing Liaison, who shall coordinate a meeting with the Administrative Agent, where applicable, and the developer, affordable housing sponsor or owner.

The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all COAH-related local ordinances -- that have already been adopted by the municipality.

If provided for by ordinance and made a condition of the approval of the planning board or zoning board of adjustment, the developer may be responsible for the costs of advertising affordable units.

The Administrative Agent will secure from the developer written acknowledgement that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Responsibilities of Owners of Rental Developments

Open and direct communication between the Owners of rental developments, the Municipal Housing Liaison and the Administrative Agent is essential to ongoing administration of affordability controls. Although the Administrative Agent is required to serve as the primary point of contact with households, the Owner must provide the Municipal Housing Liaison and Administrative Agent with information on vacancies. Owners of rental developments are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all necessary information to complete the annual COAH reporting.

Responsibilities of Landlords and Property Managers

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the Administrative Agent.

AFFIRMATIVE MARKETING

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Borough of Demarest's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

Every Affirmative Marketing Plan will include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast of at least one advertisement by radio or television throughout the housing region.
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan will include the following information:

- The address of the project and development name, if any
- The number of units, including number of affordable rental units
- The rental rates of the rental units

- The name and contact information of the Municipal Housing Liaison, Administrative Agent or property manager
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements will contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of rents for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for new affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in the Borough of Demarest Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been sold. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Administrative Agent for re-rentals.

When a re-rental affordable unit becomes available, the applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described, above

The selection of applicants from the applicant pool is described in more detail in this manual under Random Selection & Applicant Pool(s).

Developer, Affordable Housing Sponsor

If permitted by the municipality, the developer or affordable housing sponsor may be responsible for advertising the affordable housing in accordance with the municipality's adopted Affirmative Marketing Plan. Prior to publication or broadcast, draft copies of the marketing material will be submitted to the Administrative Agent for approval. Proof of publication will be submitted, including a copy of the final advertisements with a copy of the paid bill. Public Service Announcements shall be submitted by the Administrative Agent.

RANDOM SELECTION & APPLICANT POOL(S)

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for 60 days. The applications are prescreened for eligibility. Applicants that are deemed, at this stage, to be ineligible are sent a notice and given an opportunity to clarify or correct any information. This will be done in writing.

Prescreened applications are entered into a data base and sorted by the unit size and affordability type that is appropriate. Applicants are sent letters as to their eligibility during this preliminary application stage.

Prior to the randomized selection, a list of applicants will be sent to the Municipal Housing Liaison (MHL) in the order to which the random numbers will be applied. This list should be maintained in the file so that the MHL can verify the establishment of the order of the list in advance of the random selection.

At the end of the 60-day period, the Administrative Agent arranges a time and date for the random selection process to take place. The MHL and a representative of the developer are invited and encouraged to attend. An announcement of the time and date is made by way of an email blast to those applicants who voluntarily sign up for this service through www.HousingQuest.com.

It is important to note that applicants need not be present at the random selection, and that there is no advantage given those applicants who do attend.

At the random selection, a website is used to generate a random list of numbers. The numbers are applied to the list in the order that was prearranged. A copy of the random numbers and the final list are sent to the MHL for verification and file.

All applicants are assigned a random number. A random number does not guarantee that the applicant will be deemed eligible. Applicants who submit more than one application and receive more than one priority number will forfeit the lower number with the highest priority.

When units become available, final applications are sent in the prioritized order as specified previously. The Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. On-going marketing is done primarily through www.HousingQuest.com.

If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed.

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

For future re-rentals only, the Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. On-going marketing is done primarily through www.HousingQuest.com.

MATCHING HOUSEHOLDS TO AVAILABLE UNITS

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:

- Provide an occupant for each unit bedroom;
- Prevent more than two persons from occupying a single bedroom; and
- Require that all the bedrooms be used as bedrooms.

A household is placed only on one unit list for eligibility. A household may chose to change the unit type for which they are eligible within the scope of the program.

APPLICATION FEES

The Administrative Agent does not charge a fee to applicants.

HOUSEHOLD CERTIFICATION

Before any household can purchase a restricted unit, the Administrative Agent will certify the household as eligible. Certification of a household involves the verification of two critical pieces of data: 1) Household size and composition, including gender; and 2) The total income and assets for all household members 18 years of age or older. The certification process begins with the applicant completing an application in its entirety and providing the required backup documentation. Once eligibility documents and data have been collected, the Administrative Agent can begin the process of calculating the household's income.

Household Composition and Circumstances

Generally, a Household is defined as everyone who intends to reside in the affordable unit. Temporarily absent members of a household will be counted in very limited circumstances, such as a member of the military in active duty. Unborn children and children in the process of being adopted shall be counted as members of the household.

The following are generally excluded from the household for the purposes of income qualifying, but may be considered by the Administrative Agent for the purposes of determining the size of the unit: live-in aid, foster children and children who live in the household with less than 50% joint physical custody.

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income Tax Return
- Driver's License
- Birth Certificate or Passport
- Alien Registration Card
- Divorce Decree and Settlement Agreement
- Adoption Agency / Legal Correspondence and/or Certification
- Correspondence / Certification from Foster Care Services
- Doctor's Authorization for Live-in Aid.
- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify composition.

Procedure for Income-Eligibility Certification

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Applicants may NOT change or modify their situation relative to their income once they have submitted a Final Application.

Through the submission of the Final Application, the Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide

documentation to verify their income. The application and a schedule of required documentation can be found in the Appendix. Generally the documentation required is as follows:

- Four current consecutive pay stubs, including bonuses, overtime or tips, or a signed and dated letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying current monthly benefits such as
 - Social Security or SSI – Award letter or computer print out letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF⁵ current award letter
 - Disability - Worker’s compensation letter
 - Pension income – a pension letter.
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony, child support and education stipends.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds.
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or a contract with a real estate broker which sets forth the price of the property and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property, attach copies of all leases.

⁵ TANF – Temporary Assistance for Needy Families

- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify household income.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions and regular distributions from retirement accounts
5. Social security benefits
6. Unemployment compensation (annualized)
7. TANF
8. Verified regular child support
9. Disability benefits
10. Net income from business or real estate
11. Actual interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as checking accounts, cash on hand, and equity in non-income producing real estate.
13. Non-tuition stipends for living expenses for students
14. Non-Governmental financial support
15. Any other forms of regular income reported to the Internal Revenue Service
16. Regular financial support from any source.

Not Income

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps

3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of persons enrolled as full-time students

Deduction from Income

Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household who is enrolled in a qualifying education program for 12 credit hours or more per semester; and part-time income is income earned on less than a 35-hour workweek. Full time income (35 hours or more) for full-time students is always counted.

The Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by COAH or their successor as part of the Annual Regional Income Limits Chart, the household will be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant will provide a recent, Market Value Appraisal, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the net revenue is considered income. Specifically, rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the administrative agent shall impute a fair market rent.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current HUD Passbook Savings Rate, interest will be imputed on the determined value of the real estate.

Minimum Income

The annual rent and utility allowance as determined by the Administrative Agent shall not exceed 35% of the applicant's gross annual income unless the applicants' liquid assets exceed 100 times the monthly rent.

Housing Counseling

The Administrative Agent will provide referrals for counseling, as a part of its services. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking and Insurance is included on COAH's website and is available from the Administrative Agent.

In addition, the Administrative Agent will:

- Confirm and update all information provided on the application.
- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members 18 years of age or older to sign the Authorization for Release of Information forms and other verification requests.

- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.
- Seek to ensure, to a reasonable degree, that the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

Approving or Rejecting a Household

Administrative Agents will notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the applicant does not sign a Lease Agreement within that time frame, an extension may be granted once the household's eligibility is updated and verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent will secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in purchasing a restricted unit. UHAC's Disclosure Statement shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time;

2. The applicant's sources of income or household composition changes after the submission of the final application, but before approval;
3. The applicant commits fraud, or the application is not truthful or complete;
4. The applicant cannot or does not provide documentation to verify their income or other required information when due;
5. The household income does not meet the minimum or maximum income requirements for a particular property;
6. The applicant owns an asset that exceeds the Asset Limits for COAH properties;
7. The applicant fails to respond to any inquiry in a timely manner;
8. The applicant had a greater chance than any other applicant submitted for a random selection;
9. The applicant is non-cooperative or abusive with the our staff, property managers or the sellers of affordable units;
10. The applicant changes address or other contact information without informing us in writing;
11. The applicant is unable to obtain suitable and legitimate financing for a sale unit or fails to verify attendance in a home buyer credit counseling program when required to do so by the program rules;
12. The applicant does not respond to a periodic update inquiry in a timely fashion;
13. The applicant fails to sign the Compliance Certification, Certificate for Applicant; Lease Documents, as may be required; or
14. The applicant, once approved, fails to sign a lease in a timely manner.

Applicants will also be withdrawn from all lists held by us in the Borough of Demarest once they have been approved for an affordable unit within that same municipality. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit. Applicants withdrawn for fraud may be withdrawn from all programs administered by Piazza & Associates, Inc., and may be subject to prosecution under the law.

Applicants who are withdrawn and who wish to re-apply to that specific program may do so using a new Preliminary Application. The new Preliminary Application will NOT be given preferential treatment, but will be processed in the same way that all new Preliminary Applications for that specific program are processed. In the event that an application list is closed when the application is withdrawn, the applicant will be required to wait until the list is re-opened to apply again.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters.

Applications may be held in abeyance for a period not to exceed 90 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units

will not be held open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Municipal Housing Liaison, Borough of Demarest; or the Executive Director of the New Jersey Housing and Mortgage Finance Agency.

DETERMINING AFFORDABLE RENTS

To determine the affordable rents the Administrative Agent uses the COAH calculators located at <http://www.nj.gov/dca/divisions/lps/hss/calculators.html>.

Development Considerations and Compliance Issues

There are several regulations that must be considered from the *development perspective* before the rents of individual units can be calculated. These requirements should be discussed at the first meeting between the Municipal Housing Liaison, Administrative Agent and developer or affordable housing sponsor. The following is a summary of the requirements for ownership projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;
- At least 30 percent of all low- and moderate-income units must be two-bedroom units;
- At least 20 percent of all low- and moderate-income units are three-bedroom units; and
- The remainder, if any, may be allocated at the discretion of the developer.

Age-restricted Units. Affordable age-restricted units are not held to these bedroom distribution standards. For affordable age-restricted units, the number of age-restricted low- and moderate-income bedrooms must be equal to or greater than the number of age-restricted units within the development. In other words, the average bedroom size in an age-restricted development must be equal to or greater than one bedroom per unit. For example, if the overall age-restricted development is 25 percent efficiencies, and 50 percent one-bedroom units, and 25 percent two-bedroom units, that equals an overall development bedroom size of exactly one bedroom per unit. An age-restricted development can meet this standard by creating all one-bedroom units or by creating a

two-bedroom unit for each efficiency unit, or any other combination that will equal a minimum of one bedroom per unit.

Pricing by Household Size. Initial rents are based on targeted “model” household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum rents are based on COAH’s Annual Regional Income Limits Chart at the time of occupancy:

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

Additional Regulations for a Rental Development

In addition to the regulations covered earlier in the Section **Development Considerations and Compliance Issues**, rental projects must also comply with the following regulations:

Split Between Low- and Moderate-income Rental Units. At least 50 percent (of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 10 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 35 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households. For a new rental property, very low-income units shall be priced at and made available to households at or below 30% of the regional median income.

Affordability Average. The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on COAH’s website.

Maximum Rent. The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.

Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to COAH's Annual Regional Income Limits Chart, available on COAH's website or an approved alternative. These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual increase from the initial lease-up year to the present. Rents may not be increased more than once a year, may not be increased by more than one approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it 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 regulations governing the affordable unit by an Owner, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80-26.17 current records will be maintained by the Administrative Agent and outdated records will be given to the municipality for safe-keeping. A file will be created and maintained on each restricted unit for its control period.

The Administrative Agent will maintain detailed records on all marketing initiatives.

Files to Be Maintained on Every Applicant

The Administrative Agent will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form.
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

Individual files will be maintained throughout the process..

Files to Be Maintained on Every Unit

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain at a minimum:

- Base rent
- Identification as low- or moderate-income
- Description of number of bedrooms and physical layout
- Floor plan
- Application materials, verifications and certifications of all present owners, pertinent correspondence
- Copy of lease
- Disclosure Statement (Appendix K)

Files to Be Maintained on Every Project

The Administrative Agent will maintain files on every project for the length of the affordability controls. The project file will contain at a minimum:

- Condominium Master Deed
- Condominium Public Offering
- Crediting Information
- Original deed restriction
- Affordability control documents, including Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement (Appendix J)

Files to Be Maintained on The Applicant Pool

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant
- Current applications for all applicants whose status is active in the applicant pool
- The application, the initial rejection notice, the applicant's reply to the notice, a copy of the Administrative Agent's final response to the applicant, and all documentation of the reason the applicant's name was removed from the applicant pool.

Monitoring

A sample Deed will be submitted for each project. Additionally, the current annual monitoring information required to be maintained and reported annually to the Municipal Housing Liaison can be found on COAH's website. The information required for each unit includes but is not limited to:

- A sample Deed for each project.
- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Rental Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Co #, date
- Effective date of affordability controls
- Length of affordability controls (yrs)
- Date Affordability controls removed



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

New Jersey Law Prohibits Discrimination in Housing

ON THE BASIS OF: Race, Creed, Color, National Origin, Ancestry, Nationality, Marital or Domestic Partnership or Civil Union Status, Familial Status, Sex, Gender Identity or Expression, Affectional or Sexual Orientation, Disability, Source of Lawful Income or Source of Lawful Rent Payment (including Section 8)

BY: All Persons including Real Estate Agents or Brokers, Financial Institutions, Property Owners, Landlords, or Building Superintendents, and Their Agents and Employees

WITH RESPECT TO:

- The Sale, Rental or Lease of Real Property
- Listing or Advertising of Real Property
- Receipt or Transmittal of Offers to Purchase or Rent Real Property
- Application and Terms of a Mortgage or Other Loan

REMEDY MAY INCLUDE: An Order Restraining Unlawful Discrimination, Reimbursement for Financial Loss, Damages for Pain and Humiliation Experienced as a Result of Unlawful Discrimination, Punitive Damages, and Attorney's Fees

It is also unlawful to publish real estate advertisements which express any discrimination against persons protected by the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

**Violations Should Be Reported To the Nearest Office
of the NJ Division on Civil Rights or Call Toll Free at 866-405-3050**

Atlantic City
26 S. Pennsylvania Avenue, 3rd Floor
Atlantic City, NJ 08401
(609) 441-3100 (Phone)

Camden
One Port Center
2 Riverside Drive, 4th Floor
Camden, NJ 08103
(856) 614-2550 (Phone)

Newark
31 Clinton Street, 3rd Floor
Newark, NJ 07102
(973) 648-2700 (Phone)

Trenton
140 East Front Street, 6th Floor
Trenton, NJ 08625
(609) 292-4605 (Phone)

www.NJCivilRights.gov

The regulations of the New Jersey Division on Civil Rights require that all real estate brokers and persons who engage in the business of selling or renting real property who are covered by the New Jersey Law Against Discrimination shall display this official poster in places easily visible to all prospective tenants and purchasers. N.J.A.C. 13:8-1.3.



CIVIL RIGHTS

**NEW JERSEY COUNCIL ON AFFORDABLE HOUSING
2014 AFFORDABLE HOUSING REGIONAL INCOME LIMITS**

| | | 1 Person | *1.5 Person | 2 Person | *3 Person | 4 Person | *4.5 Person | 5 Person | 6 Person | 7 Person | 8 Person | Max. Increase** | | Regional Asset Limit*** |
|--|-----------------|----------|-------------|----------|-----------|-----------|-------------|-----------|-----------|-----------|-----------|-----------------|-------|-------------------------|
| | | | | | | | | | | | | | Rents | |
| Region 1 | <i>Median</i> | \$59,095 | \$63,317 | \$67,538 | \$75,980 | \$84,422 | \$87,799 | \$91,176 | \$97,930 | \$104,683 | \$111,437 | | | \$163,245 |
| Bergen, Hudson, Passaic and Sussex | <i>Moderate</i> | \$47,276 | \$50,653 | \$54,030 | \$60,784 | \$67,538 | \$70,239 | \$72,941 | \$78,344 | \$83,747 | \$89,150 | | | |
| | <i>Low</i> | \$29,548 | \$31,658 | \$33,769 | \$37,990 | \$42,211 | \$43,899 | \$45,588 | \$48,965 | \$52,342 | \$55,719 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$17,729 | \$18,995 | \$20,261 | \$22,794 | \$25,327 | \$26,340 | \$27,353 | \$29,379 | \$31,405 | \$33,431 | | | |
| Region 2 | <i>Median</i> | \$63,430 | \$67,961 | \$72,492 | \$81,553 | \$90,614 | \$94,239 | \$97,864 | \$105,113 | \$112,362 | \$119,611 | | | \$173,844 |
| Essex, Morris, Union and Warren | <i>Moderate</i> | \$50,744 | \$54,369 | \$57,993 | \$65,242 | \$72,492 | \$75,391 | \$78,291 | \$84,090 | \$89,890 | \$95,689 | | | |
| | <i>Low</i> | \$31,715 | \$33,980 | \$36,246 | \$40,777 | \$45,307 | \$47,120 | \$48,932 | \$52,556 | \$56,181 | \$59,806 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$19,029 | \$20,388 | \$21,747 | \$24,466 | \$27,184 | \$28,272 | \$29,359 | \$31,534 | \$33,709 | \$35,883 | | | |
| Region 3 | <i>Median</i> | \$73,500 | \$78,750 | \$84,000 | \$94,500 | \$105,000 | \$109,200 | \$113,400 | \$121,800 | \$130,200 | \$138,600 | | | \$199,936 |
| Hunterdon, Middlesex and Somerset | <i>Moderate</i> | \$58,800 | \$63,000 | \$67,200 | \$75,600 | \$84,000 | \$87,360 | \$90,720 | \$97,440 | \$104,160 | \$110,880 | | | |
| | <i>Low</i> | \$36,750 | \$39,375 | \$42,000 | \$47,250 | \$52,500 | \$54,600 | \$56,700 | \$60,900 | \$65,100 | \$69,300 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$22,050 | \$23,625 | \$25,200 | \$28,350 | \$31,500 | \$32,760 | \$34,020 | \$36,540 | \$39,060 | \$41,580 | | | |
| Region 4 | <i>Median</i> | \$64,830 | \$69,461 | \$74,091 | \$83,353 | \$92,614 | \$96,319 | \$100,023 | \$107,432 | \$114,841 | \$122,250 | | | \$174,209 |
| Mercer, Monmouth and Ocean | <i>Moderate</i> | \$51,864 | \$55,568 | \$59,273 | \$66,682 | \$74,091 | \$77,055 | \$80,018 | \$85,946 | \$91,873 | \$97,800 | | | |
| | <i>Low</i> | \$32,415 | \$34,730 | \$37,046 | \$41,676 | \$46,307 | \$48,159 | \$50,012 | \$53,716 | \$57,421 | \$61,125 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$19,449 | \$20,838 | \$22,227 | \$25,006 | \$27,784 | \$28,896 | \$30,007 | \$32,230 | \$34,452 | \$36,675 | | | |
| Region 5 | <i>Median</i> | \$57,050 | \$61,125 | \$65,200 | \$73,350 | \$81,500 | \$84,760 | \$88,020 | \$94,540 | \$101,060 | \$107,580 | | | \$151,043 |
| Burlington, Camden and Gloucester | <i>Moderate</i> | \$45,640 | \$48,900 | \$52,160 | \$58,680 | \$65,200 | \$67,808 | \$70,416 | \$75,632 | \$80,848 | \$86,064 | | | |
| | <i>Low</i> | \$28,525 | \$30,563 | \$32,600 | \$36,675 | \$40,750 | \$42,380 | \$44,010 | \$47,270 | \$50,530 | \$53,790 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$17,115 | \$18,338 | \$19,560 | \$22,005 | \$24,450 | \$25,428 | \$26,406 | \$28,362 | \$30,318 | \$32,274 | | | |
| Region 6 | <i>Median</i> | \$51,085 | \$54,734 | \$58,383 | \$65,681 | \$72,979 | \$75,898 | \$78,817 | \$84,656 | \$90,494 | \$96,332 | | | \$136,680 |
| Atlantic, Cape May, Cumberland and Salem | <i>Moderate</i> | \$40,868 | \$43,787 | \$46,707 | \$52,545 | \$58,383 | \$60,719 | \$63,054 | \$67,725 | \$72,395 | \$77,066 | | | |
| | <i>Low</i> | \$25,543 | \$27,367 | \$29,192 | \$32,841 | \$36,490 | \$37,949 | \$39,409 | \$42,328 | \$45,247 | \$48,166 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$15,326 | \$16,420 | \$17,515 | \$19,704 | \$21,894 | \$22,769 | \$23,645 | \$25,397 | \$27,148 | \$28,900 | | | |

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

** This column is used for calculating the pricing for resale and rent increases for units as per N.J.A.C. 5:97-9.3. However, low income tax credit developments may increase based on the low income tax credit regulations. Landlords who did not increase rent in 2012 may increase rent by the combined 2012 and 2013 increase, or 3 percent.

*** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Since the COAH Regional Income Limits for 2013 were higher than 2014 figures, the 2013 income limits, shown above, will remain in force for 2014 and until Regional Income Limits surpass the 2013 Regional Income Limits.

PROPERTY / DEVELOPMENT NAME: _____

PROPERTY ADDRESS: _____

EXHIBIT C

NAME OF APPLICANT: _____

AFFORDABLE HOUSING APPLICATION

Read this application carefully and return it with the required documentation.

We reserve the right to disqualify applicants who do not submit ALL of the documentation requested in this application packet. Please complete, sign and return this application AND the required documentation to:

Piazza & Associates, Inc., 216 Rockingham Row, Princeton, NJ 08540.



Federal law prohibits discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. State law prohibits discrimination on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8). The affordable housing must be the intended primary residence of the applicant. All household members who intend to reside at the affordable home must be listed in the application. If changes in household composition occur during the application process, the applicant is required to notify Piazza & Associates, Inc. immediately. Applications may be withdrawn if the household composition or sources of income changes after the submission of this application. Applications must be truthful, complete and accurate. Any false statement makes the application null and void, and subjects the applicant to penalties imposed by law. **Income Verification:** The affordable homes are provided as a service to low- and moderate- income households. Occupancy is regulated by certain municipal and state statutes that require us to verify the income of every applicant. Your cooperation is appreciated.

Identification. Please include a photocopy of identification for every person who will reside in the affordable home. Typically, a birth certificate, drivers license or passport will be sufficient. **Verification of Income.** Every applicant must submit a copy of each of the most recent three (3) years of signed state and federal tax returns (1040). Please include all accompanying documents such as W2 form(s), 1099's etc. If the applicant has not filed a return in any of the three (3) previous years, he / she must submit a notarized letter of explanation. Every applicant must submit the six (6) most recent statements from every Checking account and three (3) statements from every other bank and financial account (including, Savings, CD's, Money Market Accounts, etc.) to which the applicant is a depositor or signatory. **All sources of income must be verified.** Acceptable forms of verification include... **Salary:** Four (4) most recent pay statement (stubs). **Social Security:** A letter from the Social Security Administration. **Public Assistance:** A letter from the appropriate agency which details the amount and frequency of the benefit. **Alimony and Child Support:** The separation or divorce agreement which details the amount and frequency of child support or alimony received by the applicant. **Pension Plan, IRA, Annuity** and/or other retirement account, plan or service under which the applicant receives an income or financial distribution: The most recent statement for each which clearly indicates the amount and frequency of the distribution. In lieu of a statement, a letter of verification from the appropriate authority will be considered. **Savings Bonds:** A copy of all bonds held by the applicant(s). **Stocks, Bonds, Treasury Bills and Notes or other financial instruments** which are owned in whole or in part by the applicant: The most recent statement which verifies the value of the assets and current dividends (if any). If these are not available, a notarized letter from a Certified Public Accountant or attorney who has access to these records will be considered. **Real Estate:** If the real estate is the current residence of the applicant, and if the applicant intends to sell the real estate, submit one of the following: a certified appraisal, a contract with a real estate broker which sets forth the price of the property, or a signed contract for the sale of the property. If there is a mortgage, a statement from the mortgage company or bank which clearly indicates the principal balance of the mortgage(s) must be submitted. If other real estate is owned, in whole or in part by the applicant, and that parcel or parcels of real estate generate(s) income, verification of income must be supplied. In addition, verification of mortgage payments, property taxes and insurance should be submitted. **Business Income:** Equals the sum of gross revenue less expenses (prior to taxes). **Important:** Answer all questions. Please answer "none" in the sections which ask for information about income that you do not have. Enter "n/a" if a question does not apply to you. If you have any questions, or are in need of further information, please call us: (609) 786-1100, or contact us by e-mail at Info@HousingQuest.com.

Application services provided by Piazza & Associates, Inc., an affordable housing services corporation. This is an Equal Housing Opportunity. All housing is subject to applicable affordable housing regulations and availability. The terms and conditions of this affordable housing opportunity are subject to change without notice. We can not guarantee that an affordable home will be available to you. All homes meet certain criteria for "affordable housing," but the sales prices and rental rates are **not** adjusted to meet any specific household income or financial situation. Therefore, we can not and do not represent that these homes will be affordable to any individual applicant.

DO NOT FAX. WE CAN NOT ACCEPT A FACSIMILE OF YOUR FINAL APPLICATION! DO NOT FAX.

PLEASE CALL US IF YOU NEED CLARIFICATION OR FURTHER INSTRUCTIONS: (609) 786-1100.

A. Head of Household Information (Please verify the information below and make corrections if necessary.)

| | |
|---------------------------|------------------------|
| 1. Last Name: _____ | 5. Soc. Sec. No: _____ |
| 2. First Name: _____ | 6. Home Phone: _____ |
| 3. Home Address: _____ | 7. Work Phone: _____ |
| 4. City/State/ Zip: _____ | 8. County: _____ |
| | 9. Email: _____ |

B. Household Composition (Every person who will occupy the affordable home must be listed.)

| Name (First and Last) | Relation To | Date of Birth | Sex | Social Security Number |
|-----------------------|-------------|---------------|-----|------------------------|
| #1 | | | | |
| #2 | | | | |
| #3 | | | | |
| #4 | | | | |
| #5 | | | | |
| #6 | | | | |

C. Current Situation

- | | |
|--|---|
| 1. Do you currently: ___ Rent ___ Own ___ Other 2. How long at the address above? _____ Years 3. What was your previous address? _____ City: _____ State: ___ Zip Code: _____ | 4. What is your monthly rent or mortgage payment? \$ _____ 5. If you currently own your home, what is the value of this home? \$ _____ 6. What is the Principal Balance of your mortgage? \$ _____ |
|--|---|

D. References

If you rent, please check "Landlord" and list the name and address of your landlord below. **If you own** your home, please check "Mortgage Co." and list the name and address of the mortgage company and account number below.

1. Name of ___ Landlord or ___ Mortgage Co.: _____
2. Address: _____
3. City, State and Zip Code: _____
4. Telephone Number: _____
5. Mortgage Account No.: _____

If you own your home, please attach documentation verifying the value of the home and mortgage principal amount.

G. Assets: Financial Institutions (Checking Account, Savings Accounts, Certificates of Deposit, Money Market Funds, Mutual Funds or other assets held by financial institutions. Provide documentation. Refer to Instructions.)

| Type of Asset or Account | Financial Institution | Account Number | Current Market Value of Asset | Interest Rate | Annual Income |
|--------------------------|-----------------------|----------------|-------------------------------|---------------|---------------|
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |

H. Assets: Directly Held (Stocks, Bonds, Income-Producing Real Estate, Business or other directly held assets. Provide documentation. To determine the Annual Income from Real Estate or Business, refer to the Instructions.)

| Type of Asset | Name of Asset | Number of Shares | Current Market Value | Annual Income |
|---------------|---------------|------------------|----------------------|---------------|
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |

I. Marital Status: Married; Single; Divorced; Widowed; Legally Separated

J. Additional Information (Please include any information which will assist us in serving you such as special needs, accessibility requirements, etc.) _____

Applicant's Certification and Authorization: The undersigned hereby states that all the information provided in connection with this Affordable Housing Application is true and complete. I/We am/are aware that, if any statements made by me/us are willingly false, the application is null and void, and I/we may be subject to penalties imposed by law. Piazza & Associates, Inc. or its agents are hereby authorized to contact references to verify the information provided in these applications, and to make other inquiries regarding income, assets, credit status, employment, and residency history for the purpose of determining my/our eligibility for this affordable housing program. Further, I/we understand that there is no obligation at this time on my/our part to enter into a sales or rental agreement if the application is approved. **Void if not signed by all Applicants 18 years of age and over.**

Signed: _____ Signed: _____

EXHIBIT D

APPLICANT QUESTIONNAIRE

& DOCUMENT CHECKLIST

This questionnaire must be filled out and signed by all applicants over the age of 17.

Rev. 09/06/12

ATTENTION: DO NOT SUBMIT ORIGINALS! Documents cannot be returned.

IMPORTANT

If you answer yes, you must submit a COPY of all of the required documents!

Applicant/Tenant Name: _____

Applicant/Tenant: Please check "yes" or "no" for each line

| Yes | No | Check "Yes" if the answer applies to one or more applicants. | (√) Place check mark if enclosed! |
|------------|-----------|--|---|
| _____ | _____ | Mortgage prequalification letter (REQUIRED) | _____ Letter |
| _____ | _____ | I am entitled to file a tax return..... | _____ 3 most recent federal & st. tax returns ... with all attachments (w-2 forms, etc.) |
| _____ | _____ | I am currently a student - (please circle below):..... | _____ Current transcript or letter from school |
| | | (a) Full Time (b) Part Time | |
| _____ | _____ | I am presently employed and receive wages/tips/commissions.. | _____ 4 most recent pay statements... ...for every job held by everyone over 17. |
| _____ | _____ | I am presently employed at more than one job (NOT self employed) | _____ Schedule "C" and tax returns |
| _____ | _____ | I am self employed..... | _____ Current Profit and Loss statements |
| _____ | _____ | I own a business..... | _____ Letter from employer to verify status |
| _____ | _____ | I currently am on leave of absence from work..... | _____ 6 most recent statements from agency |
| _____ | _____ | I currently receive unemployment benefits..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I have a savings account..... | _____ 6 most recent statements from each acct |
| _____ | _____ | I have a checking account..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I have a money market account..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I own a certificate of deposit (CD)..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I own stocks/bonds. (NOT held in a retirement plan)..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I own real estate or I am in the process of selling real estate..... | _____ Market value and mortgage statements |
| _____ | _____ | I have sold or gifted property or other assets in the past 2 years | _____ What was sold, the value and sale price |
| _____ | _____ | I have an IRA. (NOT yet receiving income)..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I have a pension plan at work (NOT yet receiving income)..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I receive Social Security Income..... | _____ Most recent benefit letter from SS Admin |
| _____ | _____ | I receive income from a pension/annuity/retirement fund..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I receive money periodically from my family, church, friends, etc. | _____ Letter detailing the amount & frequency |
| _____ | _____ | I am entitled to receive child support..... | _____ 3 most recent statements from source |
| _____ | _____ | I am currently paying child support..... | _____ Proof of last 6 payments |
| _____ | _____ | I am entitled to receive alimony..... | _____ 3 most recent statements from source |
| _____ | _____ | I am currently paying alimony..... | _____ Proof of last 6 payments |
| _____ | _____ | I receive AFDC/TANF..... | _____ Most recent benefits letter |
| _____ | _____ | I receive assistance from a Public Housing Authority..... | _____ Most recent benefits letter |
| _____ | _____ | I receive Supplemental Social Security (SSI)..... | _____ Most recent benefits letter |
| _____ | _____ | I receive Workman's Compensation..... | _____ 3 most recent statements from source |
| _____ | _____ | I have a Trust Fund..... | _____ 3 most recent statements from source |
| _____ | _____ | Valid form of ID for every household member is required! | _____ birth cert., driver's license or passport |

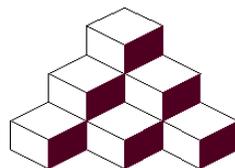
| | | | |
|-----------|------|-----------|------|
| Signature | Date | Signature | Date |
| Signature | Date | Signature | Date |

Borough of Demarest

Affordable Housing Services

Operating Manual

SALES & RESALES



Piazza & Associates, Inc. ♦ 216 Rockingham Row ♦ Princeton, NJ 08540

T.609.786.1100 ♦ F.609-786-1105 ♦ www.HousingQuest.com

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EXHIBITS

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- B. Annual Regional Income Limits Chart
- C. Application for Affordable Housing
- D. Applicant Questionnaire and Document Checklist
- E. Resale Procedures for Owners Wishing to Sell an Affordable Unit

INTRODUCTION

This Operating Manual has been prepared to by Piazza & Associates, Inc., the Administrative Agent for the Borough of Demarest, to assist in the administration of for-sale units. General questions regarding its content can be addressed to Piazza & Associates, Inc. 216 Rockingham Row, Princeton, NJ 08540; by telephone to 609-786-1100; or by email at info@HousingQuest.com.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the initial sale process and in the resale process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws¹, the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.², the substantive rules of the Council on Affordable Housing N.J.A.C. 5:96³ and 5:97⁴ and the affordable housing regulations of the Borough of Demarest (hereafter referred to as the “Regulations”).

FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES



In accordance with the Federal Fair Housing Act, it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. In addition, New Jersey Law prohibits discrimination in housing on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8) by all persons including real estate agents or brokers, financial institutions, property owners, landlords, or building superintendents, and their agents and employees with respect to the sale, rental or lease of real property, listing or advertising of real property, receipt or transmittal of offers to purchase or rent real property, application and terms of a mortgage or other loan. See Exhibit A.

¹ https://www.hud.gov/program_offices/fair_housing_equal_opp/FHLaws

² <http://www.nj.gov/dca/affiliates/coah/regulations/uhac.html>

³ <http://www.state.nj.us/dca/divisions/lps/hss/statsandregs/596.pdf>

⁴ <http://www.state.nj.us/dca/divisions/lps/hss/statsandregs/597.pdf>

WHAT IS AFFORDABLE HOUSING?

Affordable housing, unlike market rate housing, has affordability controls limiting the price for at least 30 years. The Regulations considers housing “affordable” if the household pays approximately 28% or less of the household’s gross income on housing costs. Affordable housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the affordable housing is located.

WHO QUALIFIES FOR AFFORDABLE HOUSING?

In order to be eligible for affordable housing in New Jersey, a household’s income will be below the income limit for the region in which the affordable housing is located, either for low or moderate levels. A moderate-income household is classified as earning between 50 percent and 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income. The New Jersey Fair Housing Act (NJFHA) has included a new category for very low-income households, which are classified as earning less than 30 percent of area median income. Municipalities are not required to provide affordable sale housing to very low-income households.

The COAH (COAH shall mean COAH or its successors) Regional Income Limits Chart (Exhibit B) provides information about income limits for each of COAH’s six housing regions. Each region has different calculated median incomes, which are adjusted periodically. The Borough of Demarest is located in Bergen County, which is part of Region 1, together with Hudson, Passaic, and Sussex Counties.

LOCAL AFFORDABLE HOUSING PROGRAMS FOR PURCHASE

Piazza & Associates, Inc. currently administers the affordable housing sale program in the Borough of Demarest:

- 1. Alpine Country Club:** Included in this development are 4 age-restricted, affordable homes.

A copy of the Borough of Demarest Housing Element and Fair Share Plan is available at municipal building, located at 118 Serpentine Road, Demarest, NJ 07627.

OTHER AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

Affordable housing throughout the State of New Jersey is administered by a wide variety of organizations and agencies. Further information can be found at:

<http://www.nj.gov/dca/affiliates/coah/resources/looking.html>.

Individuals interested in applying for affordable housing should contact the Municipal Housing Liaison in the municipality in which they are interested in living. Each municipality has a Municipal Housing Liaison who is responsible for administering the municipality's affordable housing program. Some municipalities administer their own affordable housing and have their own application process. If not, the Municipal Housing Liaison can direct applicants to developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality. A list of Municipal Housing Liaisons can be found at:

http://www.nj.gov/dca/divisions/lps/hss/admin_files/muniliaisons.pdf

The New Jersey Housing and Mortgage Finance Agency has established New Jersey's Housing Resource Center, an on-line, searchable database of affordable housing in the State. The Housing Resource Center provides a listing posted by developers, landlords, and municipalities of available affordable housing. Available units are listed with contact and application information. Look for the Housing Resource Center at www.njhrc.gov.

The New Jersey Guide to Affordable Housing, which can be found at <http://www.state.nj.us/dca/divisions/codes/publications/guide.html>, is a listing compiled by the New Jersey Department of Community Affairs Division of Codes and Standards. It lists all types of affordable housing by county. The housing units on the list have a variety of qualification requirements, including age-restricted housing and housing for the developmentally disabled. **Applicants who do not have access to the Internet should call 211 for assistance.**

Piazza & Associates, Inc. also provides information on many affordable housing programs throughout the state of New Jersey. Detailed information about these affordable housing opportunities can be found at www.HousingQuest.com.

OVERVIEW OF THE AFFORDABLE HOUSING ADMINISTRATION PROCESS

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to an Administrative Agent, who may be developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.
- The Administrative Agent implements the municipality's Affirmative Marketing Plan.
- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.
- Households that apply for low and moderate income housing will be prescreened by the Administrative Agent for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All

households will be notified as to their preliminary status. Applicants who live or work in Region 1 (Bergen, Hudson, Passaic, and Sussex Counties) will be given a preference, as required by the Borough of Demarest.

OVERVIEW OF THE NEW SALE PROCESS

- An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by Piazza & Associates, on or before the initial deadline date, shall be deemed received on that date.
- Households that apply for low and moderate income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.
- A drawing will be held under the direction of Piazza & Associates to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.
- In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate income unit available, or until all of the low and moderate income units within the development have been sold.
- Final applications will be mailed by Piazza & Associates to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
- Completed final applications will be forwarded to Piazza & Associates. Piazza & Associates will make a determination as to their eligibility for a low or moderate income unit. Applicants will receive a letter from Piazza & Associates with respect to the status of their application each time a review is performed.
- When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.
- Certified applicants will be given 15 days to sign a sales agreement with the developer. Mortgage contingencies may not be an acceptable term of the agreement.
- The sales agreement may also limit closing to a reasonable time to be approved by Piazza & Associates in advance of the process.

OVERVIEW OF THE RESALE PROCESS

When an Owner of a restricted unit wishes to sell, the sale will be processed through the Administrative Agent. Prior to the initial date of purchase, the Owner makes a certification regarding his or her understanding of this requirement.

The Administrative Agent coordinates certain aspects of the sales process for affordable homes on behalf of designated municipalities. The Administrative Agent is not a real estate agent, however, and recommends that the Seller use a qualified real estate professional. The process is outlined below.

- The Seller submits a Preliminary Notice and Request for Maximum Sale Price (MSP).
- The Administrative Agent will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the MSP. The MSP is calculated by using COAH's Annual Regional Income Limits Chart or approved alternative, and can be estimated on the Resale Calculator at HousingQuest.com or on COAH's website.
- The Seller then submits a Final Notice of Intention to Sell to the Administrative Agent.
- The Administrative Agent will respond by sending 20 copies of Preliminary Applications to the Seller, specially marked with the address of the affordable home at the top.
- The Administrative Agent will send a "Notice of Availability" to households on the Borough waiting list for an affordable home of the same bedroom size and income category. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with the notice of availability. The Administrative Agent reserves the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.
- The Administrative Agent will affirmatively market the unit if there is no current applicant pool.
- The Seller or their agent may also want to advertise. Ads should include the "Equal Housing Opportunity" logo and should be sent to our office for review prior to distribution.
- The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary).

- Interested households complete the application together with a mortgage pre-approval letter from a qualified lending institution.
- At the end of the two-week time period, the Administrative Agent collects all of the Preliminary Applications submitted for a particular home. These forms are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.
- The first applicant or two on the prioritized list is sent a letter which requires them to complete a final application within fourteen days. When an applicant is approved as a buyer, a copy of the approval letter is sent to the Seller and their agent.
- The Seller and the certified interested household (now Buyer) execute a “Contract of Sale.” The Administrative Agent ensures that the Deed, Recapture Mortgage, Recapture Mortgage Note and Disclosure Statement (Appendix J) form are submitted as part of the closing package to the attorney responsible for the closing or other closing agent.
- The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.
- When an applicant is in second priority position to purchase an affordable home (the *original* home), and another home of the same size and type in the same municipality (the *next* home) becomes available within 90 days of the lottery date of the *original* home, the applicant will have the option to transfer priority from the *original* home to the *next* home. The following conditions will apply: This opportunity only applies to the *next* home of the same bedroom number and income category as the *original* home that becomes available within the 90-day period. This offer will be made only one time and only for the *next* home. It does not apply to other similar homes that become available. The applicant must have completed a final application and be pre-qualified for the *original* home in order to be considered. The applicant will be notified by phone that an alternate home is available. The applicant will then have 3 business days in which to view the *next* home and make the determination if he/she would like to pursue that purchase. If so, the applicant would relinquish the secondary priority position for the *original* home. Once the decision to transfer to the *next* home is made, the applicant cannot be reinstated to the secondary position for the *original* home if he/she is unable or unwilling to purchase the *next* home. Conversely, once the decision is made to remain in the secondary position for the *original* home, the applicant cannot then transfer to the *next* home if he/she is unable or unwilling to purchase the *original* home.

- A copy of the Sales Contract will be submitted to the Administrative Agent prior to closing. The terms of the contract (e.g., closing dates and mortgage contingencies) should be reasonable to both buyer and seller.
- During the final stages of the process, the Seller should provide a “Notice of Intent to Transfer Title” form. It will be necessary to make arrangements for the Mortgage and Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer.
- A copy of the TILA-RESPA or HUD Closing Statement (as applicable) will be submitted to the Administrative Agent. A certified copy of the recorded deed, the original recorded repayment mortgage and note, and the certificate of ownership should also be sent to the Administrative Agent after closing.
- The filing and recording of documents is the responsibility of the seller’s or buyer’s attorney, but the Administrative Agent may also elect to file the documents. Once all documents are filed and recorded, and returned to the Administrative Agent for inclusion in the file, the Administrative Agent will process a release of the original documents.
- Annually, the Administrative Agent shall send a mailing to the Owner of the affordable unit reminding them of the rights and requirements of owning an affordable unit.

This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard. The Administrative Agent is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

ROLES AND RESPONSIBILITIES

Responsibilities of the Municipal Housing Liaison or MHL

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see **Responsibilities of the Municipal Attorney**). The primary purpose of the MHL to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the MHL include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, **Responsibilities of an Administrative Agent**.

Monitor the status of all restricted units in the municipality’s Fair Share Plan. Regardless of any arrangements the municipality may have with one or more

Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The MHL serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual COAH monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to COAH. Any requests from COAH for additional information or corrections will be directed to the MHL.

Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners. When a new affordable unit or series of units is in the planning process, the MHL should coordinate a meeting between the Administrative Agent and the developer, affordable housing sponsor or owner. The developer, affordable housing sponsor or owner may serve as their own Administrative Agent, if they meet the applicable requirements and are approved by the municipality and COAH. The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all COAH-related local ordinances -- that have already been adopted by the municipality.

It is the responsibility of the Municipal Housing Liaison, in conjunction with the Municipal Attorney, to have the affordable housing provisions of any Master Deed and Public Offering reviewed for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent.**

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in the Administrative Agent's portfolio are sold to eligible households. Administrative Agents will:

Secure written acknowledgement from all developers, affordable housing sponsors and owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. All Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, the developer, affordable housing sponsor or owner could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent and the developer, affordable housing sponsor or owner, this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs are the responsibility of the developer or current owner.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for sale and resale of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility will be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of owning an affordable unit, in the form of Appendix J of UHAC, as applicable.

Establish and maintain effective communication with owners and property managers. Owners and property managers of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent will immediately inform all owners and property managers of any changes to the Administrative Agent's contact information or business hours. The Administrative Agent will create and distribute annual mailings to all Owners of

affordable units reminding them of the rights and requirements of owning an affordable unit.

Owners should be instructed to immediately contact the Administrative Agent in the following circumstances:

- If they are considering or have decided to sell their home.
- In the event they wish to refinance their mortgage or take out a home equity loan and, consequently, will be seeking a subordination of their mortgage.
- If they are seeking an increase in the sales price of their unit due to capital improvements.
- If they are seeking a Hardship Waiver to allow them to rent their unit.

Preserve affordability controls during the sale of restricted units. Immediately upon being notified of an Owner's intent to sell their property, an Administrative Agent should inform the Owner of the Owner's role in the marketing and sale of the home. An Administrative Agent is responsible for extinguishing the affordability controls with the Seller and re-establishing them with the Buyer. An Administrative Agent is responsible for providing closing attorneys/agents with the appropriate legal instruments.

Ensure cancellations of Recapture Mortgages are effectuated. It is the Administrative Agent's responsibility to ensure that Recapture Mortgages are cancelled at the conclusion of the control period when the Recapture Mortgage is satisfied. If the Recapture Mortgage is being cancelled due to a sale of the property during the control period, then the Administrative Agent may wish to cancel the original Recapture Mortgage only after the Recapture Mortgage with the new Owner has been recorded.

Send out annual mailings about restrictions. Administrative Agents will annually mail to all Owners of affordable housing units a reminder of their rights and responsibilities as Owners of an affordable unit.

Ensure unit has Continuing Certificate of Occupancy at final transfer. To help ensure a healthy and safe living environment for all families, an Administrative Agent is responsible for obtaining an inspection or a certified statement from the local Building Inspector at the first sale after the expiration of the minimum affordability control period.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent will maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes and Disclosure Statement.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in the Administrative Agent's portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administering, and enforcing affordability controls, including but not limited to:

- Assisting the Municipal Housing Liaison with the review of the affordable housing provisions of any Master Deed and Public Offering for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.
- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

Responsibilities of Developers

When a new affordable unit or series of units is in the planning process, the developer of affordable housing should contact the Municipal Housing Liaison, who shall coordinate a meeting with the Administrative Agent, where applicable, and the developer, affordable housing sponsor or owner.

The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all COAH-related local ordinances -- that have already been adopted by the municipality.

If provided for by ordinance and made a condition of the approval of the planning board or zoning board of adjustment, the developer may be responsible for the costs of advertising affordable units.

The Administrative Agent will secure from the developer written acknowledgement that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Responsibilities of an Owner

Owners should read annual mailings from the Administrative Agent, and cooperate with any and all requests for information from either the Municipal Housing Liaison or the Administrative Agent.

The Owner may sell the unit only to a household that has been approved in advance and in writing by the Administrative Agent. No sale of the unit shall be lawful unless approved in advance and in writing by the Administrative Agent. No sale shall be for a consideration greater than the maximum resale price, as determined by the Administrative Agent.

When an Owner wishes to sell an affordable unit, it is the Owner's responsibility to notify the Administrative Agent and to execute a "Notice of Intent to Sell". If a potential, certified Buyer makes an offer of the maximum resale price of an affordable unit, then the Owner is obligated to enter into a sales contract with that Buyer for the sale of that unit or withdraw the "Notice of Intent to Sell".

An Owner may not rent out the Owner's unit to any other person, not even to members of the Owner's family.

The Owner shall at all times maintain the unit as his or her principal place of residence, defined as residing at the unit at least 260 days out of each calendar year.

An Owner shall make no improvements to the unit that would effect its bedroom configuration or to increase the maximum permitted resale price, except for improvements approved in advance and in writing by the Administrative Agent.

The Owner shall pay all taxes and public assessments and assessments by the condominium association levied upon or assessed against the unit, or any part thereof, when they become due and before penalties accrue.

The Owner shall pay all charges of any utility authority when they become due and before penalties accrue.

The Owner shall not permit any lien, except those approved by the Administrative Agent, to attach and remain on the property for more than 60 days.

The Owner will have approval of the Administrative Agent if they wish to refinance their mortgage or take out a home equity loan and, consequently, will be seeking a subordination of their mortgage.

In the event that any first mortgagee or other creditor of an Owner of a low- and moderate-income unit exercises its contractual or legal remedies available in the event of default or nonpayment by the Owner of a low- and moderate-income unit, the Owner shall notify the Administrative Agent in writing within 10 days of such exercise by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint.

An Owner shall notify the Administrative Agent within 10 days, in writing, of any default in the performance by the Owner of any obligation under either the master deed of the condominium association, including the failure to pay any lawful and proper assessment by the condominium association, or any mortgage or other lien against the low- and moderate-income unit, which default is not cured within 60 days of the date upon which the default first occurs.

AFFIRMATIVE MARKETING

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Borough of Demarest's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

The *Borough of Demarest's* Affirmative Marketing Plan can be found in the Exhibits.

Every Affirmative Marketing Plan will include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast of at least one advertisement by radio or television throughout the housing region.
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan will include the following information:

- The address of the project and development name, if any
- The number of units, including number of sale units
- The price ranges of the sale units
- The name and contact information of the Municipal Housing Liaison, Administrative Agent or property manager
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements will contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

Regional Preference

The Borough of Demarest has by ordinance provided that households that live or work in COAH Housing Region #1, comprising Bergen, Hudson, Passaic and Sussex Counties, shall be selected for an affordable housing unit before households from outside this region. Units that remain unoccupied after households who live or work in the region are exhausted, may be offered to the households outside the region.

Regional Preference is screened at the Final Application stage of the process.

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for new affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in the Borough of Demarest Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been sold. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Administrative Agent for re-sales.

When a resale affordable unit becomes available, the applicants will be selected from the applicant pool and the unit will be affirmatively marketed as described in the Resale process, above

The selection of applicants from the applicant pool is described in more detail in this manual under Random Selection & Applicant Pool(s).

Developer, Affordable Housing Sponsor

If permitted by the municipality, the developer or affordable housing sponsor may be responsible for advertising the affordable housing in accordance with the municipality's adopted Affirmative Marketing Plan. Prior to publication or broadcast, draft copies of the marketing material will be submitted to the Administrative Agent for approval. Proof of publication will be submitted, including a copy of the final advertisements with a copy of the paid bill. Public Service Announcements shall be submitted by the Administrative Agent.

RANDOM SELECTION & APPLICANT POOL(S)

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for 60 days. The applications are prescreened for eligibility. Applicants that are deemed, at this stage, to be ineligible are sent a notice and given an opportunity to clarify or correct any information. This will be done in writing.

Prescreened applications are entered into a data base and sorted by the unit size and affordability type that is appropriate. Applicants are sent letters as to their eligibility during this preliminary application stage.

Prior to the randomized selection, a list of applicants will be sent to the Municipal Housing Liaison (MHL) in the order to which the random numbers will be applied. This list should be maintained in the file so that the MHL can verify the establishment of the order of the list in advance of the random selection.

At the end of the 60-day period, the Administrative Agent arranges a time and date for the random selection process to take place. The MHL and a representative of the developer are invited and encouraged to attend. An announcement of the time and date is made by way of an email blast to those applicants who voluntarily sign up for this service through www.HousingQuest.com.

It is important to note that applicants need not be present at the random selection, and that there is no advantage given those applicants who do attend.

At the random selection, a website is used to generate a random list of numbers. The numbers are applied to the list in the order that was prearranged. A copy of the random numbers and the final list are sent to the MHL for verification and file.

All applicants are assigned a random number. A random number does not guarantee that the applicant will be deemed eligible. Applicants who submit more than one application and receive more than one priority number will forfeit the lower number with the highest priority.

When units become available, final applications are sent in the prioritized order as specified previously. The Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. On-going marketing is done primarily through www.HousingQuest.com.

For re-sales, applications received subsequent to the initial random selection may be subject to a random selection on a per-unit basis.

MATCHING HOUSEHOLDS TO AVAILABLE UNITS

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:

- Provide an occupant for each unit bedroom;
- Prevent more than two persons from occupying a single bedroom; and
- Require that all the bedrooms be used as bedrooms.

A household is placed only on one unit list for eligibility. A household may chose to change the unit type for which they are eligible within the scope of the program.

APPLICATION FEES

The Administrative Agent does not charge a fee to applicants.

HOUSEHOLD CERTIFICATION

Before any household can purchase a restricted unit, the Administrative Agent will certify the household as eligible. Certification of a household involves the verification of two critical pieces of data: 1) Household size and composition, including gender; and 2) The total income and assets for all household members 18 years of age or older. The certification process begins with the applicant completing an application in its entirety and providing the required backup documentation. Once eligibility documents and data have been collected, the Administrative Agent can begin the process of calculating the household's income.

Household Composition and Circumstances

Generally, a Household is defined as everyone who intends to reside in the affordable unit. Temporarily absent members of a household will be counted in very limited circumstances, such as a member of the military in active duty. Unborn children and children in the process of being adopted shall be counted as members of the household.

The following are generally excluded from the household for the purposes of income qualifying, but may be considered by the Administrative Agent for the purposes of determining the size of the unit: live-in aid, foster children and children who live in the household with less than 50% joint physical custody.

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income Tax Return
- Driver's License
- Birth Certificate or Passport
- Alien Registration Card
- Divorce Decree and Settlement Agreement
- Adoption Agency / Legal Correspondence and/or Certification

- Correspondence / Certification from Foster Care Services
- Doctor's Authorization for Live-in Aid.
- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify composition.

Procedure for Income-Eligibility Certification

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Applicants may NOT change or modify their situation relative to their income once they have submitted a Final Application.

Through the submission of the Final Application, the Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income. The application and a schedule of required documentation can be found in Exhibits C and D. Generally the documentation required is as follows:

- Four current consecutive pay stubs, including bonuses, overtime or tips, or a signed and dated letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying current monthly benefits such as
 - Social Security or SSI – Award letter or computer print out letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF⁵ current award letter
 - Disability - Worker's compensation letter
 - Pension income – a pension letter.
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony, child support and education stipends.

⁵ TANF - Temporary Assistance for Needy Families

- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds.
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or a contract with a real estate broker which sets forth the price of the property and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property, attach copies of all leases.
- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify household income.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions and regular distributions from retirement accounts
5. Social security benefits
6. Unemployment compensation (annualized)
7. TANF
8. Verified regular child support
9. Disability benefits
10. Net income from business or real estate
11. Actual interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds

12. Imputed interest (using the current HUD Passbook Rate) from non-income producing assets, such as checking accounts, cash on hand, and equity in non-income producing real estate.
13. Net rental income from real estate
14. Non-tuition stipends for living expenses for students
15. Non-Governmental financial support
16. Any other forms of regular income reported to the Internal Revenue Service
17. Regular financial support from any source.

Not Income

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of persons enrolled as full-time students

Deduction from Income

Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household who is enrolled in a qualifying education program for 12 credit hours or more per semester; and part-time income is income earned on less than a 35-hour workweek. Full time income (35 hours or more) for full-time students is always counted.

The Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by COAH or their successor as part of the Annual Regional Income Limits Chart, the household will be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant will provide a recent, Market Value Appraisal, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the net revenue is considered income. Specifically, rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the administrative agent shall impute a fair market rent.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current HUD Passbook Savings Rate, interest will be imputed on the determined value of the real estate.

Maximum Monthly Payments

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

A certified household is not permitted to purchase a unit that would require more than 33 percent of the verified household income to pay principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable. However, at the discretion of the Administrative Agent, this limit can be exceeded if the applicant:

- Obtains a firm mortgage loan commitment at the higher level from a licensed financial institution, under terms consistent with the requirements of the New Jersey Home Ownership Security Act of 2002, N.J.S.A. 46:10B-22 et seq.; and
- Submits a certification from a non-profit counselor approved by HUD or the New Jersey Department of Banking and Insurance that the household has received counseling on the advisability of the loan transaction.

Housing Counseling

The Administrative Agent will provide referrals for counseling, as a part of its services. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking and Insurance is included on COAH's website and is available from the Administrative Agent.

In addition, the Administrative Agent will:

- Confirm and update all information provided on the application.
- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members 18 years of age or older to sign the Authorization for Release of Information forms and other verification requests.
- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.
- Seek to ensure, to a reasonable degree, that the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

Approving or Rejecting a Household

Administrative Agents will notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental

of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the applicant does not sign a Sales Agreement within that time frame, an extension may be granted once the household's eligibility is updated and verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent will secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in purchasing a restricted unit. UHAC's Disclosure Statement shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time;
2. The applicant's sources of income or household composition changes after the submission of the final application, but before approval;
3. The applicant commits fraud, or the application is not truthful or complete;
4. The applicant cannot or does not provide documentation to verify their income or other required information when due;
5. The household income does not meet the minimum or maximum income requirements for a particular property;
6. The applicant owns an asset that exceeds the Asset Limits for COAH properties;
7. The applicant fails to respond to any inquiry in a timely manner;
8. The applicant had a greater chance than any other applicant submitted for a random selection;
9. The applicant is non-cooperative or abusive with the our staff, property managers or the sellers of affordable units;

10. The applicant changes address or other contact information without informing us in writing;
11. The applicant is unable to obtain suitable and legitimate financing for a sale unit or fails to verify attendance in a home buyer credit counseling program when required to do so by the program rules;
12. The applicant does not respond to a periodic update inquiry in a timely fashion;
13. The applicant fails to sign the Compliance Certification, Certificate for Applicant; Lease Documents, Contract for Sale, Affordable Housing Agreement and/or Deed Restrictions as may be required; or
14. The applicant, once approved, fails to close on a sale in a timely manner.

Applicants will also be withdrawn from all lists held by us in the Borough of Demarest once they have been approved for an affordable unit within that same municipality. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit. Applicants withdrawn for fraud may be withdrawn from all programs administered by Piazza & Associates, Inc., and may be subject to prosecution under the law.

Applicants who are withdrawn and who wish to re-apply to that specific program may do so using a new Preliminary Application. The new Preliminary Application will NOT be given preferential treatment, but will be processed in the same way that all new Preliminary Applications for that specific program are processed. In the event that an application list is closed when the application is withdrawn, the applicant will be required to wait until the list is re-opened to apply again.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, uncooperative behavior or other serious matters.

Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Municipal Housing Liaison, Borough of Demarest; or the Executive Director of the New Jersey Housing and Mortgage Finance Agency.

DETERMINING AFFORDABLE SALES PRICES

Development Considerations and Compliance Issues

There are several regulations that will be considered from the development perspective before the sales prices of individual units can be calculated. These requirements should be discussed at the first meeting between the Municipal Housing Liaison, Administrative Agent and developer or affordable housing sponsor. The following is a summary of the requirements for ownership projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;
- At least 30 percent of all low- and moderate-income units will be two-bedroom units;
- At least 20 percent of all low- and moderate-income units are three-bedroom units; and
- The remainder, if any, may be allocated at the discretion of the developer.

Age-restricted Units. Affordable age-restricted units are not held to these bedroom distribution standards. For affordable age-restricted units, the number of age-restricted low- and moderate-income bedrooms will be equal to or greater than the number of age-restricted units within the development. In other words, the average bedroom size in an age-restricted development will be equal to or greater than one bedroom per unit. For example, if the overall age-restricted development is 25 percent efficiencies, and 50 percent one-bedroom units, and 25 percent two-bedroom units, that equals an overall development bedroom size of exactly one bedroom per unit. An age-restricted development can meet this standard by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit, or any other combination that will equal a minimum of one bedroom per unit.

Pricing by Household Size. Initial sales prices and rents are based on targeted “model” household sizes for each size home as determined by the number of bedrooms. Initial sales prices and rents will adhere to the following rules. These maximum sales prices and rents are based on COAH’s Annual Regional Income Limits Chart at the time of occupancy:

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

The above rules are only to be used for setting initial sales prices. They are not guidelines for matching household sizes with unit sizes.

Determining Maximum Initial Sales Price

To determine the affordable sale prices the Administrative Agent uses the regulations set forth in UHAC.

The maximum sales price for an ownership unit is determined by first calculating the amount that an appropriately sized household can afford for housing expenses at various income ranges. Several related expenses (homeowner insurance, private mortgage insurance (PMI), association fees and taxes) will then be subtracted from the household's maximum monthly contribution toward housing expenses to arrive at the maximum monthly mortgage payment. The calculated mortgage amount, a five percent down payment, and the current lending rate will be used to arrive at the maximum sales price.

Additional Regulations for an Ownership Development

In addition to the regulations in the previous Section entitled **Development Considerations and Compliance Issues**, ownership developments will also comply with the following regulations:

Division of Units: Low- and Moderate-income. In each affordable ownership development, at least 50 percent of each unit type will be affordable to low-income households. The remaining affordable units will be affordable to moderate-income households.

Affordability Average. Each affordable development will achieve an affordability average of no more than 55 percent of the regional median income for restricted ownership units. In achieving this affordability average, moderate-income ownership units will be available for at least three different prices for each bedroom type, and low-income ownership units will be available for at least two different prices for each bedroom type.

Maximum Initial Sales Price. The maximum initial sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of the regional median income.

Condominium/Homeowner Association Fees. The master deeds of affordable developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.

Determining Resale Prices

Calculating the maximum resale price (MRP) for an ownership unit involves applying the annual percentage increase corresponding with each calendar year since the Seller bought the house. No increase is permitted during the balance of the calendar year immediately after the sale. A Resale Price Calculator has been created by the Administrative Agent to provide an estimate of the MRP to owners of affordable homes. It can be accessed at

www.HousingQuest.com, by clicking on “Resale Calculator” on the menu bar and choosing the municipality in which your affordable home is located. In the alternative, homeowners can also call Piazza & Associates, Inc., at 609-786-1100, and request a verbal estimate by phone. The official MRP can only be given in writing in response to a written request, together with a copy of the recorded deed.

Requests for Increases in Maximum Sales Price

The Seller of an ownership unit may ask the Administrative Agent to increase the sales price of their home beyond the maximum sales price under limited circumstances. Only those improvements “that render the unit suitable for a larger household or that add an additional bathroom” can increase the calculated maximum sales price. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger households.

WAIVERS AND EXEMPTIONS⁶

Hardship and Income Waivers

An Owner may not rent out the Owner’s unit to any other person, not even to members of the Owner’s family. The Administrative Agent may grant a Hardship Waiver for the following extenuating circumstances:

- The Owner’s employer is temporarily sending the Owner to a work place a great distance from the Owner’s home, and the employer expects the Owner to resume work for the employer back at home within the next 12 months.
- The Owner is called up for military service

An Owner of a low-income unit may request that the unit be sold to a household whose income exceeds the established income eligibility criteria for a low-income household, but does not exceed the income criteria for a moderate-income household, by submitting a written request for an Income Waiver to the Administrative Agent. The Owner will demonstrate that this request is consistent with the following reasons for an Income Waiver:

- The unit is in marketable condition as determined by the Administrative Agent.
- The Owner has made a good faith effort to sell the unit to a certified household for no less than six (6) months, in accordance with procedures required by the Administrative Agent and no certified household has made a “reasonable” offer during the that six-month period.

⁶ Revised 4.24.08

- The Owner has demonstrated a willingness to consider price offers lower than the maximum allowable resale price, taking into account current market conditions and the marketability of the unit.
- The Owner has advertised the unit's availability in newspapers and other locations likely to be noticed by potential purchasers, or has engaged the services of a qualified real estate agent to sell the home.

The Administrative Agent may grant an Income Waiver upon demonstration that the Owner has made a good faith effort to sell the unit and subject to COAH determining that there is an insufficient number of low-income purchasers in the market to permit prompt occupancy of the unit.

Upon receipt of a request for an Income Waiver,⁷ the municipality shall have first option to purchase the unit at the approved resale price and holding, renting or conveying it to a certified household. The municipality shall have 30 days in which to exercise this option.

The Administrative Agent shall approve or deny a Hardship Waiver in writing within 30 days of receipt all requested verification.

The Administrative Agent shall approve or deny an Income Waiver in writing within 30 days of receipt of all requested verification from the Owner and a determination by COAH that there are an insufficient number of low-income purchasers in the market to permit prompt occupancy of the units. The Income Waiver shall be provided to the Owner with a copy to the Buyer at the time of closing. The original shall be filed with the Deed. The Income Waiver is only valid for the designated resale transaction. All future resales will be in accordance with the Deed restrictions and sold to income eligible households for no more than the approved indexed resale price.

The approval of an Income Waiver for a particular resale does not guarantee receipt of the maximum resale price to the Owner.

If the Administrative Agent denies a Hardship Waiver or Income Waiver, the Owner may appeal the decision of the Administrative Agent within 30 days from the date of notification of the decision of the Administrative Agent (see **Appeals**). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

Exempt Transactions

The following title transactions shall be deemed exempt transactions and, when requested, the Administrative Agent shall provide the Owner receiving title with written confirmation of the exemption to those restrictions that determine occupancy of the unit.

⁷ Rev 5.16.08

- Transfer of ownership between former spouses ordered as a result of a judicial decrees of divorce or judicial decree of separation (but not including sales to third parties);
- Transfer of ownership between family members by will or intestate succession;
- Transfer of ownership through an Executor's Deed to a Class A beneficiary; and
- 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 will be satisfied in full prior to subsequent resale and all subsequent resale prices will be calculated using the resale price index in compliance with the term of the affordable housing regulations.

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

The Owner shall notify the Administrative Agent in writing of any proposed transaction that requires approval as an exempt transaction. The Owner shall supply the Administrative Agent with all necessary documentation to demonstrate that the transaction qualifies as an exemption as defined above.

If the Administrative Agent denies the exemption, the Owner may appeal the decision of the Administrative Agent within 30 days from the date of notification of the decision of the Administrative Agent (see Appeals). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it 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 regulations governing the affordable unit by an Owner, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80-26.17 current records will be maintained by the Administrative Agent and outdated records will be given to the municipality for safe-keeping. A file will be created and maintained on each restricted unit for its control period.

The Administrative Agent will maintain detailed records on all marketing initiatives.

Files To Be Maintained on Every Applicant

The Administrative Agent will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form.
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

Individual files will be maintained throughout the process and submitted to the municipality upon termination of the program.

Files To Be Maintained on Every Unit

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain at a minimum:

- Base sales prices
- Identification as low- or moderate-income
- Description of number of bedrooms and physical layout
- Floor plan
- Original deed restriction
- Affordability control documents, including Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement
- Application materials, verifications and certifications of all present owners, pertinent correspondence, any documentation of home improvement, hardship or income waivers or other approvals granted by an AA, certificate of exemption

Files To Be Maintained on Every Project

The Administrative Agent will maintain files on every project for the length of the affordability controls. The project file will contain at a minimum:

- Condominium Master Deed
- Condominium Public Offering

Files To Be Maintained on The Applicant Pool

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant
- Current applications for all applicants whose status is active in the applicant pool
- The application, the initial rejection notice, the applicant's reply to the notice, a copy of the Administrative Agent's final response to the applicant, and all documentation of the reason the applicant's name was removed from the applicant pool.

Monitoring

A sample Deed will be submitted for each project. Additionally, the current annual monitoring information required to be maintained and reported annually to the Municipal Housing Liaison can be found on COAH's website. The information required for each unit includes but is not limited to:

- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Sale Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Co #, date
- Effective date of affordability controls
- Length of affordability controls (yrs)
- Date Affordability controls removed
- 95/5



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

New Jersey Law Prohibits Discrimination in Housing

- ON THE BASIS OF:** Race, Creed, Color, National Origin, Ancestry, Nationality, Marital or Domestic Partnership or Civil Union Status, Familial Status, Sex, Gender Identity or Expression, Affectional or Sexual Orientation, Disability, Source of Lawful Income or Source of Lawful Rent Payment (including Section 8)
- BY:** All Persons including Real Estate Agents or Brokers, Financial Institutions, Property Owners, Landlords, or Building Superintendents, and Their Agents and Employees
- WITH RESPECT TO:**
- The Sale, Rental or Lease of Real Property
 - Listing or Advertising of Real Property
 - Receipt or Transmittal of Offers to Purchase or Rent Real Property
 - Application and Terms of a Mortgage or Other Loan
- REMEDY MAY INCLUDE:** An Order Restraining Unlawful Discrimination, Reimbursement for Financial Loss, Damages for Pain and Humiliation Experienced as a Result of Unlawful Discrimination, Punitive Damages, and Attorney's Fees

It is also unlawful to publish real estate advertisements which express any discrimination against persons protected by the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

**Violations Should Be Reported To the Nearest Office
of the NJ Division on Civil Rights or Call Toll Free at 866-405-3050**

Atlantic City
26 S. Pennsylvania Avenue, 3rd Floor
Atlantic City, NJ 08401
(609) 441-3100 (Phone)

Camden
One Port Center
2 Riverside Drive, 4th Floor
Camden, NJ 08103
(856) 614-2550 (Phone)

Newark
31 Clinton Street, 3rd Floor
Newark, NJ 07102
(973) 648-2700 (Phone)

Trenton
140 East Front Street, 6th Floor
Trenton, NJ 08625
(609) 292-4605 (Phone)

www.NJCivilRights.gov

The regulations of the New Jersey Division on Civil Rights require that all real estate brokers and persons who engage in the business of selling or renting real property who are covered by the New Jersey Law Against Discrimination shall display this official poster in places easily visible to all prospective tenants and purchasers. N.J.A.C. 13:8-1.3.



CIVIL RIGHTS

NEW JERSEY COUNCIL ON AFFORDABLE HOUSING 2014 AFFORDABLE HOUSING REGIONAL INCOME LIMITS

| | | 1 Person | *1.5 Person | 2 Person | *3 Person | 4 Person | *4.5 Person | 5 Person | 6 Person | 7 Person | 8 Person | Max. Increase** | | Regional Asset Limit*** |
|--|-----------------|----------|-------------|----------|-----------|-----------|-------------|-----------|-----------|-----------|-----------|-----------------|-------|-------------------------|
| | | | | | | | | | | | | | Rents | |
| Region 1 | <i>Median</i> | \$59,095 | \$63,317 | \$67,538 | \$75,980 | \$84,422 | \$87,799 | \$91,176 | \$97,930 | \$104,683 | \$111,437 | | | \$163,245 |
| Bergen, Hudson, Passaic and Sussex | <i>Moderate</i> | \$47,276 | \$50,653 | \$54,030 | \$60,784 | \$67,538 | \$70,239 | \$72,941 | \$78,344 | \$83,747 | \$89,150 | | | |
| | <i>Low</i> | \$29,548 | \$31,658 | \$33,769 | \$37,990 | \$42,211 | \$43,899 | \$45,588 | \$48,965 | \$52,342 | \$55,719 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$17,729 | \$18,995 | \$20,261 | \$22,794 | \$25,327 | \$26,340 | \$27,353 | \$29,379 | \$31,405 | \$33,431 | | | |
| Region 2 | <i>Median</i> | \$63,430 | \$67,961 | \$72,492 | \$81,553 | \$90,614 | \$94,239 | \$97,864 | \$105,113 | \$112,362 | \$119,611 | | | \$173,844 |
| Essex, Morris, Union and Warren | <i>Moderate</i> | \$50,744 | \$54,369 | \$57,993 | \$65,242 | \$72,492 | \$75,391 | \$78,291 | \$84,090 | \$89,890 | \$95,689 | | | |
| | <i>Low</i> | \$31,715 | \$33,980 | \$36,246 | \$40,777 | \$45,307 | \$47,120 | \$48,932 | \$52,556 | \$56,181 | \$59,806 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$19,029 | \$20,388 | \$21,747 | \$24,466 | \$27,184 | \$28,272 | \$29,359 | \$31,534 | \$33,709 | \$35,883 | | | |
| Region 3 | <i>Median</i> | \$73,500 | \$78,750 | \$84,000 | \$94,500 | \$105,000 | \$109,200 | \$113,400 | \$121,800 | \$130,200 | \$138,600 | | | \$199,936 |
| Hunterdon, Middlesex and Somerset | <i>Moderate</i> | \$58,800 | \$63,000 | \$67,200 | \$75,600 | \$84,000 | \$87,360 | \$90,720 | \$97,440 | \$104,160 | \$110,880 | | | |
| | <i>Low</i> | \$36,750 | \$39,375 | \$42,000 | \$47,250 | \$52,500 | \$54,600 | \$56,700 | \$60,900 | \$65,100 | \$69,300 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$22,050 | \$23,625 | \$25,200 | \$28,350 | \$31,500 | \$32,760 | \$34,020 | \$36,540 | \$39,060 | \$41,580 | | | |
| Region 4 | <i>Median</i> | \$64,830 | \$69,461 | \$74,091 | \$83,353 | \$92,614 | \$96,319 | \$100,023 | \$107,432 | \$114,841 | \$122,250 | | | \$174,209 |
| Mercer, Monmouth and Ocean | <i>Moderate</i> | \$51,864 | \$55,568 | \$59,273 | \$66,682 | \$74,091 | \$77,055 | \$80,018 | \$85,946 | \$91,873 | \$97,800 | | | |
| | <i>Low</i> | \$32,415 | \$34,730 | \$37,046 | \$41,676 | \$46,307 | \$48,159 | \$50,012 | \$53,716 | \$57,421 | \$61,125 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$19,449 | \$20,838 | \$22,227 | \$25,006 | \$27,784 | \$28,896 | \$30,007 | \$32,230 | \$34,452 | \$36,675 | | | |
| Region 5 | <i>Median</i> | \$57,050 | \$61,125 | \$65,200 | \$73,350 | \$81,500 | \$84,760 | \$88,020 | \$94,540 | \$101,060 | \$107,580 | | | \$151,043 |
| Burlington, Camden and Gloucester | <i>Moderate</i> | \$45,640 | \$48,900 | \$52,160 | \$58,680 | \$65,200 | \$67,808 | \$70,416 | \$75,632 | \$80,848 | \$86,064 | | | |
| | <i>Low</i> | \$28,525 | \$30,563 | \$32,600 | \$36,675 | \$40,750 | \$42,380 | \$44,010 | \$47,270 | \$50,530 | \$53,790 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$17,115 | \$18,338 | \$19,560 | \$22,005 | \$24,450 | \$25,428 | \$26,406 | \$28,362 | \$30,318 | \$32,274 | | | |
| Region 6 | <i>Median</i> | \$51,085 | \$54,734 | \$58,383 | \$65,681 | \$72,979 | \$75,898 | \$78,817 | \$84,656 | \$90,494 | \$96,332 | | | \$136,680 |
| Atlantic, Cape May, Cumberland and Salem | <i>Moderate</i> | \$40,868 | \$43,787 | \$46,707 | \$52,545 | \$58,383 | \$60,719 | \$63,054 | \$67,725 | \$72,395 | \$77,066 | | | |
| | <i>Low</i> | \$25,543 | \$27,367 | \$29,192 | \$32,841 | \$36,490 | \$37,949 | \$39,409 | \$42,328 | \$45,247 | \$48,166 | 1.8% | 0.00% | |
| | <i>Very Low</i> | \$15,326 | \$16,420 | \$17,515 | \$19,704 | \$21,894 | \$22,769 | \$23,645 | \$25,397 | \$27,148 | \$28,900 | | | |

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

** This column is used for calculating the pricing for resale and rent increases for units as per N.J.A.C. 5:97-9.3. However, low income tax credit developments may increase based on the low income tax credit regulations. Landlords who did not increase rent in 2012 may increase rent by the combined 2012 and 2013 increase, or 3 percent.

*** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Since the COAH Regional Income Limits for 2013 were higher than 2014 figures, the 2013 income limits, shown above, will remain in force for 2014 and until Regional Income Limits surpass the 2013 Regional Income Limits.

PROPERTY / DEVELOPMENT NAME: _____

PROPERTY ADDRESS: _____

EXHIBIT C

NAME OF APPLICANT: _____

AFFORDABLE HOUSING APPLICATION

Read this application carefully and return it with the required documentation. We reserve the right to disqualify applicants who do not submit ALL of the documentation requested in this application packet. Please complete, sign and return this application AND the required documentation to: Piazza & Associates, Inc., 216 Rockingham Row, Princeton, NJ 08540.



Federal law prohibits discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. State law prohibits discrimination on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8). The affordable housing must be the intended primary residence of the applicant. All household members who intend to reside at the affordable home must be listed in the application. If changes in household composition occur during the application process, the applicant is required to notify Piazza & Associates, Inc. immediately. Applications may be withdrawn if the household composition or sources of income changes after the submission of this application. Applications must be truthful, complete and accurate. Any false statement makes the application null and void, and subjects the applicant to penalties imposed by law. **Income Verification:** The affordable homes are provided as a service to low- and moderate- income households. Occupancy is regulated by certain municipal and state statutes that require us to verify the income of every applicant. Your cooperation is appreciated.

Identification. Please include a photocopy of identification for every person who will reside in the affordable home. Typically, a birth certificate, drivers license or passport will be sufficient. **Verification of Income.** Every applicant must submit a copy of each of the most recent three (3) years of signed state and federal tax returns (1040). Please include all accompanying documents such as W2 form(s), 1099's etc. If the applicant has not filed a return in any of the three (3) previous years, he / she must submit a notarized letter of explanation. Every applicant must submit the six (6) most recent statements from every Checking account and three (3) statements from every other bank and financial account (including, Savings, CD's, Money Market Accounts, etc.) to which the applicant is a depositor or signatory. **All sources of income must be verified.** Acceptable forms of verification include... **Salary:** Four (4) most recent pay statement (stubs). **Social Security:** A letter from the Social Security Administration. **Public Assistance:** A letter from the appropriate agency which details the amount and frequency of the benefit. **Alimony and Child Support:** The separation or divorce agreement which details the amount and frequency of child support or alimony received by the applicant. **Pension Plan, IRA, Annuity** and/or other retirement account, plan or service under which the applicant receives an income or financial distribution: The most recent statement for each which clearly indicates the amount and frequency of the distribution. In lieu of a statement, a letter of verification from the appropriate authority will be considered. **Savings Bonds:** A copy of all bonds held by the applicant(s). **Stocks, Bonds, Treasury Bills and Notes or other financial instruments** which are owned in whole or in part by the applicant: The most recent statement which verifies the value of the assets and current dividends (if any). If these are not available, a notarized letter from a Certified Public Accountant or attorney who has access to these records will be considered. **Real Estate:** If the real estate is the current residence of the applicant, and if the applicant intends to sell the real estate, submit one of the following: a certified appraisal, a contract with a real estate broker which sets forth the price of the property, or a signed contract for the sale of the property. If there is a mortgage, a statement from the mortgage company or bank which clearly indicates the principal balance of the mortgage(s) must be submitted. If other real estate is owned, in whole or in part by the applicant, and that parcel or parcels of real estate generate(s) income, verification of income must be supplied. In addition, verification of mortgage payments, property taxes and insurance should be submitted. **Business Income:** Equals the sum of gross revenue less expenses (prior to taxes). **Important: Answer all questions.** Please answer "none" in the sections which ask for information about income that you do not have. Enter "n/a" if a question does not apply to you. If you have any questions, or are in need of further information, please call us: (609) 786-1100, or contact us by e-mail at Info@HousingQuest.com.

Application services provided by Piazza & Associates, Inc., an affordable housing services corporation. This is an Equal Housing Opportunity. All housing is subject to applicable affordable housing regulations and availability. The terms and conditions of this affordable housing opportunity are subject to change without notice. We can not guarantee that an affordable home will be available to you. All homes meet certain criteria for "affordable housing," but the sales prices and rental rates are **not** adjusted to meet any specific household income or financial situation. Therefore, we can not and do not represent that these homes will be affordable to any individual applicant.

DO NOT FAX. WE CAN NOT ACCEPT A FACSIMILE OF YOUR FINAL APPLICATION! DO NOT FAX.

PLEASE CALL US IF YOU NEED CLARIFICATION OR FURTHER INSTRUCTIONS: (609) 786-1100.

A. Head of Household Information (Please verify the information below and make corrections if necessary.)

| | |
|---------------------------|------------------------|
| 1. Last Name: _____ | 5. Soc. Sec. No: _____ |
| 2. First Name: _____ | 6. Home Phone: _____ |
| 3. Home Address: _____ | 7. Work Phone: _____ |
| 4. City/State/ Zip: _____ | 8. County: _____ |
| | 9. Email: _____ |

B. Household Composition (Every person who will occupy the affordable home must be listed.)

| Name (First and Last) | Relation To | Date of Birth | Sex | Social Security Number |
|-----------------------|-------------|---------------|-----|------------------------|
| #1 | | | | |
| #2 | | | | |
| #3 | | | | |
| #4 | | | | |
| #5 | | | | |
| #6 | | | | |

C. Current Situation

1. Do you currently: ___ Rent ___ Own ___ Other

2. How long at the address above? _____ Years

3. What was your previous address?

City: _____

State: ___ Zip Code: _____

4. What is your monthly rent or mortgage payment?

\$ _____

5. If you currently own your home, what is the value of this home?

\$ _____

6. What is the Principal Balance of your mortgage?

\$ _____

D. References

If you rent, please check "Landlord" and list the name and address of your landlord below. **If you own** your home, please check "Mortgage Co." and list the name and address of the mortgage company and account number below.

1. Name of ___ Landlord or ___ Mortgage Co.: _____

2. Address: _____

3. City, State and Zip Code: _____

4. Telephone Number: _____ 5. Mortgage Account No.: _____

If you own your home, please attach documentation verifying the value of the home and mortgage principal amount.

G. Assets: Financial Institutions (Checking Account, Savings Accounts, Certificates of Deposit, Money Market Funds, Mutual Funds or other assets held by financial institutions. Provide documentation. Refer to Instructions.)

| Type of Asset or Account | Financial Institution | Account Number | Current Market Value of Asset | Interest Rate | Annual Income |
|--------------------------|-----------------------|----------------|-------------------------------|---------------|---------------|
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |
| | | | \$ | % | \$ |

H. Assets: Directly Held (Stocks, Bonds, Income-Producing Real Estate, Business or other directly held assets. Provide documentation. To determine the Annual Income from Real Estate or Business, refer to the Instructions.)

| Type of Asset | Name of Asset | Number of Shares | Current Market Value | Annual Income |
|---------------|---------------|------------------|----------------------|---------------|
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |

I. Marital Status: Married; Single; Divorced; Widowed; Legally Separated

J. Additional Information (Please include any information which will assist us in serving you such as special needs, accessibility requirements, etc.) _____

Applicant's Certification and Authorization: The undersigned hereby states that all the information provided in connection with this Affordable Housing Application is true and complete. I/We am/are aware that, if any statements made by me/us are willingly false, the application is null and void, and I/we may be subject to penalties imposed by law. Piazza & Associates, Inc. or its agents are hereby authorized to contact references to verify the information provided in these applications, and to make other inquiries regarding income, assets, credit status, employment, and residency history for the purpose of determining my/our eligibility for this affordable housing program. Further, I/we understand that there is no obligation at this time on my/our part to enter into a sales or rental agreement if the application is approved. **Void if not signed by all Applicants 18 years of age and over.**

Signed: _____ Signed: _____

EXHIBIT D

APPLICANT QUESTIONNAIRE

& DOCUMENT CHECKLIST

This questionnaire must be filled out and signed by all applicants over the age of 17.

Rev. 09/06/12

ATTENTION: DO NOT SUBMIT ORIGINALS! Documents cannot be returned.

IMPORTANT

If you answer yes, you must submit a COPY of all of the required documents!

Applicant/Tenant Name: _____

Applicant/Tenant: Please check "yes" or "no" for each line

| Yes | No | Check "Yes" if the answer applies to one or more applicants. | (√) Place check mark if enclosed! |
|------------|-----------|--|---|
| _____ | _____ | Mortgage prequalification letter (REQUIRED) | _____ Letter |
| _____ | _____ | I am entitled to file a tax return..... | _____ 3 most recent federal & st. tax returns ... with all attachments (w-2 forms, etc.) |
| _____ | _____ | I am currently a student - (please circle below):..... | _____ Current transcript or letter from school |
| | | (a) Full Time (b) Part Time | |
| _____ | _____ | I am presently employed and receive wages/tips/commissions.. | _____ 4 most recent pay statements... |
| _____ | _____ | I am presently employed at more than one job (NOT self employed) | _____ ...for every job held by everyone over 17. |
| _____ | _____ | I am self employed..... | _____ Schedule "C" and tax returns |
| _____ | _____ | I own a business..... | _____ Current Profit and Loss statements |
| _____ | _____ | I currently am on leave of absence from work..... | _____ Letter from employer to verify status |
| _____ | _____ | I currently receive unemployment benefits..... | _____ 6 most recent statements from agency |
| _____ | _____ | I have a savings account..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I have a checking account..... | _____ 6 most recent statements from each acct |
| _____ | _____ | I have a money market account..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I own a certificate of deposit (CD)..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I own stocks/bonds. (NOT held in a retirement plan)..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I own real estate or I am in the process of selling real estate..... | _____ Market value and mortgage statements |
| _____ | _____ | I have sold or gifted property or other assets in the past 2 years | _____ What was sold, the value and sale price |
| _____ | _____ | I have an IRA. (NOT yet receiving income)..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I have a pension plan at work (NOT yet receiving income)..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I receive Social Security Income..... | _____ Most recent benefit letter from SS Admin |
| _____ | _____ | I receive income from a pension/annuity/retirement fund..... | _____ 3 most recent statements from each acct |
| _____ | _____ | I receive money periodically from my family, church, friends, etc. | _____ Letter detailing the amount & frequency |
| _____ | _____ | I am entitled to receive child support..... | _____ 3 most recent statements from source |
| _____ | _____ | I am currently paying child support..... | _____ Proof of last 6 payments |
| _____ | _____ | I am entitled to receive alimony..... | _____ 3 most recent statements from source |
| _____ | _____ | I am currently paying alimony..... | _____ Proof of last 6 payments |
| _____ | _____ | I receive AFDC/TANF..... | _____ Most recent benefits letter |
| _____ | _____ | I receive assistance from a Public Housing Authority..... | _____ Most recent benefits letter |
| _____ | _____ | I receive Supplemental Social Security (SSI)..... | _____ Most recent benefits letter |
| _____ | _____ | I receive Workman's Compensation..... | _____ 3 most recent statements from source |
| _____ | _____ | I have a Trust Fund..... | _____ 3 most recent statements from source |
| _____ | _____ | Valid form of ID for every household member is required! | _____ birth cert., driver's license or passport |

| | | | |
|-----------|------|-----------|------|
| Signature | Date | Signature | Date |
| Signature | Date | Signature | Date |

Process for Selling an Affordable Home

Our organization coordinates certain aspects of the sales process for affordable homes on behalf of your municipality. We are not real estate agents, however, and recommend that Sellers use of a qualified real estate professional. Information regarding real estate agents who have expressed interest in providing such services can be found on our web site: www.HousingQuest.com, under “News and Information.” The process is outlined below.

1. The Seller submits a Preliminary Notice with a copy of their recorded deed in order to determine the maximum resale price
2. We will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the Maximum Sales Price (based on the change in median income as set forth by the New Jersey Dept. of Community Affairs) as well as the Maximum Income allowed for potential purchasers, as adjusted for family size. A form, entitled, “Notice of Intent to Sell”, is attached.
3. We will also send a “Notice of Availability” to households on our waiting list for an affordable home of the same size and income category. We will include about 20 copies of Preliminary Applications, specifically marked with the address of the affordable home at the top, to the Seller. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with our notice of availability. We reserve the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.
4. With permission of the Seller, we automatically place a notification of the availability on NJHRC.gov and on HousingQuest.com. The Seller or their agent may also want to advertise. Ads should include the “Equal Housing Opportunity” logo and should be sent to our office for review prior to distribution.
5. The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary). All interested parties must receive a specially marked Preliminary Application, whether or not they have already submitted an application to our office or are on our waiting list. Also, the Seller or their agent must keep a record of the name, address and telephone number of everyone who viewed the home.
6. At the end of the two-week time period, our office collects all of the Preliminary Applications submitted for a particular home. They are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.
7. The first two applicants on the prioritized list are sent a letter which requires them to complete a final application within seven days.

8. When an applicant is approved, the Seller may begin to negotiate a contract with the potential Buyer at this time, but there must be a contingency clause in the contract which voids the contract, without penalty to the buyer, if the potential buyer is not able to obtain financing within 30 days.
9. The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.
10. The Seller must sell the affordable home with the same or comparable appliances and amenities that were in the home when it was first sold as an affordable home.
11. The Seller may NOT charge more than the Maximum Selling Price for any reason, except the addition of a room, the installation of central air conditioning (where there was none before) or comparable upgrade, but ONLY with prior written approval from us. For the most part, condominiums in this program are NOT eligible for such upgrades and/or adjustments to the selling price. The cost of broker fees; municipal inspections and required repairs that may be necessary to receive a Certificate of Occupancy; new appliances, carpeting or other flooring upgrades; and decorating and remodeling projects are NOT eligible costs for an increase in the Maximum Sales Price.
12. A copy of the Sales Contract must be submitted to our office prior to closing.
13. During the final stages of the process, it will be necessary for the Buyer to make arrangement for the Affordable Housing Agreement and Mortgage Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer. Our office typically provides the Buyer's attorney with the name and phone number of the attorney who can address these issues.
14. A copy of the HUD Closing Statement must be submitted to our office after the sale of the home.
15. Note: We do not guarantee that the Buyer can sell an affordable home for the Maximum Sales Price. An affordable home is also susceptible to market conditions, and the Fair Market Value of an affordable home may be lower than the Maximum Selling Price. In this case, the Seller may not be able to sell the home for more than its Fair Market Value
16. This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard.
17. Our office is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

Borough of Demarest – Bergen County

AFFORDABILITY ASSISTANCE:
RENTAL GRANT PROGRAM

OPERATING MANUAL

April 26, 2020

**DEMAREST BOROUGH – BERGEN COUNTY
AFFORDABILITY ASSISTANCE: RENTAL GRANT PROGRAM**

I. PREFACE

N.J.A.C. 5:97 – 8.8 (a) states that “...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality’s Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.”

It is also important to note that the spending of trust fund money by Demarest Borough (the “Borough”), to comply with the required affordability assistance, on units described in the Fair Share Plan does not create Fair Housing credits for the Borough.

The Borough is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. (“P&A”) to help implement a Rental Grant Program (“RGP”) and funding that program with funds from the Affordable Housing Trust Fund as set forth in the adopted Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for rental grants.

II. INTRODUCTION

This Rental Grant Program Operating Manual has been prepared to assist in the administration of the Demarest Borough Rental Grant Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines the program’s purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Rental Grant Program process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Borough.

The program funds will be distributed as a grant, and will not be repayable if the recipient rents the deed-restricted affordable unit.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

III. PROGRAM DESCRIPTION

Demarest will set aside up to \$40,000 for rental assistance. (This amount may increase depending on program interest.) The Borough does not currently contain any affordable rental units but expects the 95 County Road development and the 127 Hardenburgh Avenue development to be rental in nature. Assistance will be provided on a first-come, first-served basis to income-eligible renters with good credit standing who qualify for an affordable unit. The Borough will provide a maximum amount equal to two months' rent per affordable unit/certified household in rental assistance. This will be a one-time only payment made payable to the landlord/management company as specified in the tenant's lease. Assistance will only be provided one-time to the affordable unit/household. However, a change in occupancy would allow a new tenant in a unit to take advantage of the program.

This program will be available to all new tenants of very low-, low- and moderate- income rental units with a move-in date commencing subsequent to the date of Court approval of this plan.

IV. PROGRAM REQUIREMENTS

In order to qualify for the program, the gross annual income of the Buyer must be deemed to be very low-, low- or moderate- income, i.e., less than the limits set forth below for moderate-income households in Bergen County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION

| AHPNJ 2019 | 1 Person | 2 Persons | 3 Persons | 4 Persons | 5 Persons | 6 Persons |
|------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Moderate | \$53,286 | \$60,898 | \$68,510 | \$76,122 | \$82,212 | \$88,302 |

P&A shall certify applicants for rental units using the same process and under the same terms and conditions that it uses to certify applicants to purchase affordable units in the Borough, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

V. THE PROCESS

- a. After an affordable rental applicant is income-certified by P&A and approved to rent a deed-restricted affordable apartment in the Borough, P&A will notify the Municipal Housing Liaison to issue a check to the landlord in an amount equal to two months' rent as approved by P&A. The check should be mailed to P&A.
- b. Also, upon the approval of the applicant, P&A will ask the landlord to sign a memorandum of understanding that the landlord will not charge the new tenant for the first two months' of rent, but rather, will receive a check in the amount of the first two months' rent upon the receipt by P&A of the signed lease and the memorandum of understanding.
- c. If the lease and/or the memorandum of understanding is not signed, P&A will return the check to the Borough.

Piazza & Associates

AFFORDABILITY ASSISTANCE:
HOMEOWNER ASSOCIATION
FEE ASSISTANCE PROGRAM
(“HOA-FA Program”)

OPERATING MANUAL

April 26, 2020

**PIAZZA & ASSOCIATES MANUAL FOR
AFFORDABILITY ASSISTANCE: HOMEOWNER ASSOCIATION FEE
ASSISTANCE PROGRAM**

I. PREFACE

N.J.A.C. 5:97-8.8(a) states that "...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in Affordable Units included in the municipality's Fair Share Plan. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, sales assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs."

To that end, the Borough has prepared a spending plan that includes a Homeowner Association Fee Assistance Program ("HOA-FA Program") to assist qualified homeowners in deed restricted affordable units (the "Affordable Units").

II. INTRODUCTION

This HOA-FA Manual has been prepared to assist in the administration of the HOA-FA Program. It will serve as a guide to the program staff, Homeowner Associations and Owners of affordable homes.

This manual describes the basic content and operation of the program, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the HOA-FA Program process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

The program requirements are subject to change and grant funding is subject to availability. The following represents the procedures developed to implement the HOA-FA Program.

III. PROGRAM DESCRIPTION

Demarest will set aside a maximum of \$16,000 for HOA assistance. (This amount may increase depending on program interest.) The Borough has four existing affordable for-sale units within the community. The Borough anticipates on providing approximately \$4,000 in HOA assistance per unit. Assistance will be provided on a first-come, first-served basis to income-eligible homeowners. This will be a one-time only payment made payable to the Homeowner's Association/Management Company (the "Association"), as specified in the homeowner's documentation. Priority will be given to homeowners whose fees are in arrears, but is not a requirement for assistance. Assistance will only be provided one-time to the affordable unit/household. However, a change in occupancy would allow a new homeowner in a unit to take advantage of the program.

IV. Program Requirements

Participation in this program requires:

- A. At the time the unit owner (hereinafter, "the Owner") is applying for the grant, the Owner residing in the affordable home, and the household (including everyone living in the affordable home) must be re-certified as having a gross annual income that is less than 80% of the Regional Median Income for COAH Region I, (AKA "Moderate Income"), pursuant to by N.J.A.C. 5:80-26.1 et seq. (Owners who acquired their units within the prior six months do not need to be re-certified.)

The determination of income by the Borough or its Administrative Agent ("AA") during the recertification process will have no impact on the ownership of the affordable unit, since there is no limit on income after a home is purchased. However, the Owner must be in compliance with the affordable housing restrictions in order to take advantage of the funding provided under this program.

The AA shall recertify Owners using the same process and under the same terms and conditions that it uses to certify applicants to purchase Affordable Units in the Borough, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

- B. The Owner must be in compliance with the residency requirements of Uniform Housing Affordability Controls (NJAC 5:80-25.1 et seq.), including the requirement that the Affordable Unit be the principal residence of the Owner.

V. Funding and Distribution

The funding projections are detailed in the 2019 Spending Plan.

VI. The Process

- A. The Borough will designate a qualified Administrative Agent to prepare the documentation and implement this program.
- B. The AA will prepare and mail a letter to the Associations and Owners, announcing this program and its parameters. The letter to the Owners will be accompanied by an application form for the program.
- C. Income-eligibility for the HOA-FA Program is based on the recertification form and accompanying documentation, sufficient for the AA to certify the gross annual income of the applicant pursuant to N.J.A.C. 5:80-26.1 et seq., and as set forth in the applicable Operating Manual of the Borough.
- D. Verification of ownership and residency will be based on the submission by the owner and review by the AA of the following documents.
 - 1. Affordable Housing Deed, Mortgage and Note, and set forth in UHAC Certification J.
 - 2. A Municipal Residency Form, which requires each head of household to provide the name and age of every resident of the Unit, and so to certify as to its accuracy.
 - 3. A copy of the property tax assessment and property tax payment for the unit;
 - 4. A copy of a New Jersey driver's license for every member of the household who has been issued a current driver's license; or for every member of the household over the age of 16 who has not been issued a current New Jersey driver's license, an alternative identification, issued by the State of New Jersey, the federal government, or a school district, that clearly includes the address of the household member.
 - 5. A copy of the most recent two (2) utility bills from at least three (3) of the following utilities: water, sewer, gas, electric, TV, phone and internet services provided to the Unit.
 - 6. A signed and notarized statement from every member of the household 18 years or older that the Unit is their primary residence; that they reside in the Unit 260 days or more during the course of each year; that no part of the Unit is leased to any other party for any purpose; that no persons outside of the household resides in the Unit or uses the Unit address for their residency.
- E. The AA shall inform the Borough and the Owner as to the status of each application within 10 days of receipt.

- F. In the event that an Owner is not approved for the program, an appeal can be made to the Borough through the Municipal Housing Liaison.
- G. Once approved and certified for eligibility, the AA will inform the Borough of the approval and request a check for the agreed upon funds be issued to the Association on behalf of the Owner.
- H. The check for the amount due to eligible owners will be processed and sent directly to the Association.
- I. The Association will credit the accounts of the existing owners in an amount that is equal to the funding provided to the Association by the Borough.
- J. The Administrative Agent will audit the program by contacting a random number of owners and former owners to ensure that the funding has been properly distributed.

VII. PROGRAM LIMITATIONS

The HOA-FA Program will continue, contingent upon the availability of funds within the Affordable Housing Trust Fund. The reduction or elimination of available funds will result in a corresponding reduction or elimination of HOA-FA Program grants. Notwithstanding anything herein to the contrary, the funding for each Affordable Unit is limited to an aggregate of \$4,000, and the amount available for each unit in any given year is based on the Trust Fund account balance and subject to change without notice.

Borough of Demarest – Bergen County

**AFFORDABILITY ASSISTANCE: GREEN
BUILDING STRATEGIES GRANT PROGRAM**

OPERATING MANUAL

April 26, 2020

**DEMAREST BOROUGH – BERGEN COUNTY
AFFORDABILITY ASSISTANCE: GREEN BUILDING STRATEGIES GRANT
PROGRAM**

I. PREFACE

N.J.A.C. 5:97 – 8.8 (a) states that “...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality’s Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.”

It is also important to note that the spending of trust fund money by Demarest Borough (the “Borough”), to comply with the required affordability assistance, on units described in the Fair Share Plan does not create Fair Housing credits for the Borough. It is noted that there is no formally documented statement that units receiving energy assistance must have a competitive bidding, minimum dollar amount, affirmative marketing or a major system repaired.

The Borough is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. (“P&A”) to help implement Green Building Strategies (“GBS”) and funding that program with funds from the Affordable Housing Trust Fund as set forth in the adopted Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for energy assistance.

II. INTRODUCTION

This Green Building Strategies Grant Program Operating Manual has been prepared to assist in the administration of the Demarest Borough Green Building Strategies Grant Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Green Building Strategies process. It describes the eligibility requirements for participation in the program, program

criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Borough.

The program funds will be distributed as a grant, and will not be repayable if the equipment is delivered, installed, inspected and approved.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

III. PROGRAM DESCRIPTION

Demarest will set aside up to \$40,000 to fund one or more solar panel installations on 100% affordable developments. Solar panels would reduce the building's utility expenses and make it more affordable for residents living within the structure. Assistance will be provided on a first-come, first-served basis to the existing 100% affordable facilities. The building owner will be required to submit three written estimates with detailed information about all costs. All permit fees will need to be included. The building owner and installer will need to abide by all Borough and State Regulations. All installations will need to be installed by insured entities that will ensure that the solar panel system will meet all code and safety standards.

The Borough will target the existing very-low income developments to ensure compliance with the requirement to spend one-third of the affordability assistance on very-low income units.

IV. GBS PROGRAM REQUIREMENTS

Participation in this program requires:

- a. The Owner / Tenant must be residing in the affordable home and must be re-certified as a moderate-income household or less under applicable State regulations. (Owners / Tenants who began their residency within the prior six months do not need to be re-certified.)
- b. The property owner will obtain three (3) proposals from qualified contractors and can select the contractor, but the Borough will pay the lesser of \$50,000 or the price of the lowest proposal toward the cost of the solar panels. (The amount that the Borough contributes will be referred to as "the Borough's Share"), and the Owner responsible for paying any remainder (hereinafter, "the Owner's Share").
- c. In the event that the Borough's Share is not sufficient to pay for the entire installation project, then the Owner shall be responsible to pay the balance of the

cost. (This shall be referred to as the “Owner’s Share.”) The Owner’s Share shall be paid in full before the Borough makes payment to the Contractor. The Borough will not make final payments to the Contractor until after the Construction Code Official conducts a final inspection and approves the Work.

- d. The Owner shall fully cooperate with the Borough and P&A, which administers portions of this program on behalf of the Borough.
- e. The Owner must enter into an agreement with the Borough in which he or she agrees to the terms and conditions outlined, above, and:
 - i. Releases the Borough and P&A from any claims and agrees to indemnify, defend, and hold the Borough and P&A harmless against any and all claims for liability.
 - ii. Agrees to fully cooperate with the Contractor, Borough, and P&A, including making timely arrangement for all inspections.
 - iii. Acknowledges that the Contractor is solely responsible for the installation and that the Borough and P&A have no responsibility with respect to the equipment or its installation and are not guarantors of the Work and agrees that communications with respect thereto shall be directed to the Contractor and not to the Borough or P&A.
- f. The Owner will be required to use a form of contract between the Owner and Contractor that will be provided by the Borough and shall contain requirements set forth by the Borough to protect its interest.

V. GENERAL REQUIREMENTS

In order to qualify for the program, the gross annual income of the Owner / Tenant must be deemed to be very low-, low- or moderate- income, i.e., less than the limits set forth below for moderate-income households in Bergen County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION

| AHPNJ 2019 | 1 Person | 2 Persons | 3 Persons | 4 Persons | 5 Persons | 6 Persons |
|------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Moderate | \$53,286 | \$60,898 | \$68,510 | \$76,122 | \$82,212 | \$88,302 |

The determination of the Borough of the income of the Owner / Tenant during the recertification process will have no impact on the ownership or residency of the affordable unit, since there is no limit on income after a unit is purchased or leased. However, the Owner / Tenant must be in compliance with the affordable housing restrictions in order to take advantage of the GBS grants.

P&A shall recertify Owners / Tenants using the same process and under the same terms and conditions that it uses to certify applicants to purchase/rent affordable units in the Borough, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

VI. EQUIPMENT RESTRICTIONS

Equipment Requirements: Only new solar panels will be eligible for this program. The specifications for the solar panels must be approved by the Borough.

VII. THE PROCESS

- a. An introductory letter and application are mailed to the Owners and Landlords of affordable units in the Borough.
- b. If interested, the Owners / Landlords may apply for the program, using the application form and submit the form, together with the required documentation to the P&A for review.
- c. P&A makes a determination of eligibility based on the standards set forth above.
- d. P&A notifies the status of the review as follows:
 - i. Incomplete: The Owner / Landlord shall have 5 days to complete the application.
 - ii. Not approved: The Owner / Landlord may not participate in the program, but can re-apply at a later date. The Owner shall pay \$100 for the cost to perform a recertification review subsequent to the initial application.
 - iii. Complete and Certified: P&A provides the Owner / Landlord with a contract between the Owner / Landlord and Borough for the Owner's / Landlord's review and execution.
- e. The Owner / Landlord signs and returns the Contract between the Owner / Landlord and the Borough for execution by an approved representative of the Borough.
- f. P&A provides the Owner with a kit that includes:
 - i. A Request for Proposal that the Owner may use to obtain bids from contractors;
 - ii. Information regarding the operation and benefits of energy efficient equipment;
 - iii. The specification of the minimum standards of the equipment required; and
 - iv. A form of Agreement between the Owner / Landlord and the Contractor.
- g. The Owner / Landlord selects a Contractor and enters into an agreement pursuant to f(v) above.
- h. The Owner / Landlord submits same to Borough for approval.

- i. Borough returns the fully executed Contract with the Owner / Landlord.
- j. The contractor completes the work.
- k. The Owner / Landlord has the work inspected by the Borough and pays the Contractor the Owner's share.
- l. Borough verifies that the payment was made and pays the Contractor the balance, not to exceed the limits set forth above.

Piazza & Associates

AFFORDABILITY ASSISTANCE:
VERY-LOW INCOME DEVELOPMENT
SUBSIDY PROGRAM
(“VLIDS Program”)

OPERATING MANUAL

April 26, 2020

**DEMAREST BOROUGH – BERGEN COUNTY
AFFORDABILITY ASSISTANCE: VERY-LOW INCOME
DEVELOPMENT SUBSIDY PROGRAM**

I. PREFACE

N.J.A.C. 5:97-8.8(a) states that "...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in Affordable Units included in the municipality's Fair Share Plan. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, sales assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs."

To that end, the Borough has prepared a spending plan that includes a Very-Low Income Development Subsidy Program ("VLIDS Program") to assist in the financing of a very-low income unit within a small development.

II. PROGRAM DESCRIPTION

127 Hardenburgh Avenue Very-Low Income Unit. This site will be required to contain one very-low income unit. To help balance the development's pro-forma, the Borough will pay the developer a one-time payment of up to \$400,000 once the very-low income unit receives its certificate of occupancy. At the Borough's option, half of this payment may be released when the building permit is issued.

III. PROGRAM IMPLEMENTATION

Participation in this program requires that the developer plan, build and deliver one very-low income unit among the affordable units provided at the above-referenced location in the Borough. Upon the issuance of a Certificate of Occupancy for that Very-Low Income unit and a fully executed deed restriction on the affordable units, as approved by the Borough, the Borough shall issue funds in the amount of four hundred thousand dollars (\$400,000) to the ownership entity of the project. At the Borough's option, half of this payment (\$200,000) may be released when the building permit is issued.

Borough of Demarest – Bergen County

**AFFORDABILITY ASSISTANCE:
ENERGY EFFICIENCY GRANT PROGRAM**

OPERATING MANUAL

April 26, 2020

**DEMAREST BOROUGH – BERGEN COUNTY
AFFORDABILITY ASSISTANCE: ENERGY EFFICIENCY GRANT PROGRAM**

I. PREFACE

N.J.A.C. 5:97 – 8.8 (a) states that “...at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low and moderate income households in affordable units included in the municipality’s Fair Share Plan. One-third of the affordability assistance portion shall be used to provide affordability assistance to very low income households. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.”

It is also important to note that the spending of trust fund money by Demarest Borough (the “Borough”), to comply with the required affordability assistance, on units described in the Fair Share Plan does not create Fair Housing credits for the Borough. It is noted that there is no formally documented statement that units receiving energy assistance must have a deed restriction or lien, competitive bidding, minimum dollar amount, affirmative marketing or a major system repaired.

The Borough is entering into an agreement with its Administrative Agent, Piazza & Associates, Inc. (“P&A”) to help implement an Energy Efficiency Grant Program (“EEP”) and funding that program with funds from the Affordable Housing Trust Fund as set forth in the adopted Spending Plan. To that end, P&A has prepared this manual to address the use of affordability assistance funds for energy assistance.

II. INTRODUCTION

This Energy Efficiency Grant Program Operating Manual has been prepared to assist in the administration of the Demarest Borough Energy Efficiency Grant Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the Energy Efficiency process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, contract payments and overall program administration.

P&A will be engaged to provide support services necessary to administer the program on behalf of the Borough.

The program funds will be distributed as a grant, and will not be repayable if the equipment is delivered, installed, inspected and approved.

The following represents the procedures developed to offer an applicant the opportunity to apply for the program.

III. PROGRAM DESCRIPTION

The Spending Plan for the Borough of Demarest sets forth three (3) distinct uses of funds that target the reduction of energy costs for owners and renters of deed restricted affordable housing units by subsidizing equipment that is more energy efficient than the existing equipment: the Water Heater Replacement program; the Furnace and Air Conditioning (“HVAC”) Replacement program; and the Energy Efficient Door, Window and Insulation Replacement program.

A. Water Heater Replacement. Demarest will set aside up to \$12,000 to replace water heaters in existing units that are more than 8 years old. (This amount may increase depending on program interest.) New water heaters are more energy efficient and will reduce the affordable households’ utility expenses. Very-low, low or moderate income landlords/homeowners applying for this type of assistance will be required to submit three written estimates with detailed information about all costs. All permit fees will need to be included. Landlord/homeowner and installer will need to abide by all Borough and State Regulations. All new water heaters will need to be installed by licensed and insured entities that will ensure that the new water heater will meet all code and safety standards. Assistance will be provided on a first-come, first-served basis to existing income-eligible tenants/homeowners. The Borough will provide a maximum amount of \$2,000 per unit in assistance. Additionally, all owners of 100% affordable developments are also eligible for the program. Assistance will only be provided one-time to the certified applicant household and the unit.

B. Furnace and Air Conditioner Replacement. Demarest will set aside up to \$40,000 to replace furnaces and air conditioners in existing units that are more than 10 years old. (This amount may increase depending on program interest.) New furnaces and air conditioners are more energy efficient and will reduce the affordable households’ utility expenses. Very-low, low or moderate income landlords/homeowners applying for this type of assistance will be required to submit three written estimates with detailed information about all costs. All permit fees will need to be included. Landlord/homeowner and installer will need to abide by all Borough and State Regulations. All furnaces and/or air conditioners will need to be installed by licensed and insured entities that will ensure that the new system will meet all code and safety standards. Assistance will be provided on a first-come, first-served basis to existing income-eligible tenants/homeowners. The Borough will

provide a maximum amount of \$8,000 per unit in assistance. Additionally, all owners of 100% affordable developments are also eligible for the program. Assistance will only be provided one-time to the certified applicant household and the unit.

Energy Efficiency Door, Window and Insulation Replacement. Demarest will set aside up to \$33,000 to replace doors, windows, and/or insulation in existing units that are more than 10 years old. (This amount may increase depending on program interest.) New doors, windows, and/or insulation are more energy efficient and will reduce the affordable households' utility expenses. Very-low, low or moderate income landlords/homeowners applying for this type of assistance will be required to submit three written estimates with detailed information about all costs. All permit fees will need to be included. Landlord/homeowner and installer will need to abide by all Borough and State Regulations. All windows/doors/insulation will need to be installed by licensed and insured entities that will ensure that all code and safety standards are met. Assistance will be provided on a first-come, first-served basis to existing income-eligible tenants/homeowners. The Borough will provide a maximum amount of \$5,000 per unit in assistance. Additionally, all owners of 100% affordable developments are also eligible for the program. Assistance will only be provided one-time to the certified applicant household and the unit.

The Borough will target the existing very-low income developments to ensure compliance with the requirement to spend one-third of the affordability assistance funds on very-low income units.

By replacing existing heating /cooling (HVAC) systems and/or water heaters with new, high energy efficiency standards, the goal of this program is to save energy and reduce the operating costs, while maintaining a high level of comfort.

IV. EEP PROGRAM REQUIREMENTS

Participation in this program requires:

- a. The equipment to be replaced must be at least 8 years old in the case of a water heater and 10 years old in the case of an HVAC system, doors, windows and insulation.
- b. The Owner / Tenant must be residing in the affordable home and must be re-certified as a moderate-income household or less under applicable State regulations. (Owners / Tenants who began their residency within the prior six months do not need to be re-certified.)
- c. New Equipment Requirements:
 - i. Hot water heaters, doors, windows and insulation must be Energy Star certified.
 - ii. In the case of HVAC equipment, an A.F.U.E. rating of at least 95-percent-efficiency with a condensing unit rated at least 15 SEER and R410A refrigerant or better is required.

- iii. For homes with heat pumps, a rating of at least 14 SEER, with R410 or better refrigerant shall be required.
- d. For all of the programs set forth, herein, only those contractors who are licensed by the State of New Jersey may be utilized.
- e. Contractors must take out and maintain a comprehensive general liability insurance policy insuring the Owner, the Borough and Piazza as additional insureds and loss payees against claims of bodily injury, including death, and property damage occurring during the course of the Work in amounts of \$1,000,000 for each claim with respect to bodily injury or death and for property damage relating to any one occurrence. Contractor agrees to take out and maintain workers' compensation insurance and employer's liability insurance, each in the amount of \$500,000 per occurrence. All contractors must provide evidence of insurance.
- f. The property owner will obtain three (3) proposals from qualified contractors and can select the contractor, but the Borough will pay the lesser of \$2,000 or the price of the lowest proposal toward the cost of the Water Heater; the lesser of \$8,000 or the price of the lowest proposal toward the cost of the HVAC system; and the lesser of \$5,000 or the price of the lowest proposal toward the cost of the window, doors and/or insulation. (The amount that the Borough contributes will be referred to as "the Borough's Share"), and the Owner shall be responsible for paying any remainder (hereinafter, "the Owner's Share"). The maximum combined grant available to any one affordable home will be \$15,000.
- g. In the event that the Borough's Share is not sufficient to pay for the entire replacement project, then the Owner shall be responsible to pay the balance of the cost. (This shall be referred to as the "Owner's Share.") The Owner's Share shall be paid in full before the Borough makes payment to the Contractor. The Borough will not make final payments to the Contractor until after the Construction Code Official conducts a final inspection and approves the Work.
- h. The Owner shall fully cooperate with the Borough and P&A, which administers portions of this program on behalf of the Borough.
- i. The Owner must enter into an agreement with the Borough in which he or she agrees to the terms and conditions outlined, above, and:
 - i. Releases the Borough and P&A from any claims and agrees to indemnify, defend, and hold the Borough and P&A harmless against any and all claims for liability.
 - ii. Agrees to fully cooperate with the Contractor, Borough, and P&A, including making timely arrangement for all inspections.
 - iii. Acknowledges that the Contractor is solely responsible for the installation and that the Borough and P&A have no responsibility with respect to the equipment or its installation and are not guarantors of the Work and agrees that communications with respect thereto shall be directed to the Contractor and not to the Borough or P&A.

- j. The Owner will be required to use a form of contract between the Owner and Contractor that will be provided by the Borough and shall contain requirements set forth by the Borough to protect its interest.

V. GENERAL REQUIREMENTS

In order to qualify for the program, the gross annual income of the Owner / Tenant must be deemed to be very low-, low- or moderate- income, i.e., less than the limits set forth below for moderate-income households in Bergen County. Please note that these limits are subject to change.

MAXIMUM INCOME FOR PARTICIPATION

| AHPNJ 2019 | 1 Person | 2 Persons | 3 Persons | 4 Persons | 5 Persons | 6 Persons |
|------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Moderate | \$53,286 | \$60,898 | \$68,510 | \$76,122 | \$82,212 | \$88,302 |

The determination of the Borough of the income of the Owner / Tenant during the recertification process will have no impact on the ownership or residency of the affordable unit, since there is no limit on income after a unit is purchased or leased. However, the Owner / Tenant must be in compliance with the affordable housing restrictions in order to take advantage of the Energy Efficiency Program grants.

P&A shall recertify Owners/Tenants using the same process and under the same terms and conditions that it uses to certify applicants to purchase/rent affordable units in the Borough, as set forth by N.J.A.C. 5:80-26.1 et seq. and the procedures set forth in the Operating Manual for that purpose.

VI. EQUIPMENT RESTRICTIONS

The minimum age of the current equipment to be eligible for replacement is 8 years in the case of a water heater and 10 years in the case of an HVAC system, windows, doors and insulation. If Owners are unsure as to the age of their equipment, they are advised to contact the Demarest Borough Building Department to determine if their appliance/window/door/insulation meets the age requirements set forth in the program.

VII. THE PROCESS

- a. An introductory letter and application are mailed to the Owners and Landlords of affordable units in the Borough.

- b. If interested, the Owners / Landlords may apply for the program, using the application form and submit the form, together with the required documentation to the P&A for review.
- c. P&A makes a determination of eligibility based on the standards set forth above.
- d. P&A notifies the status of the review as follows:
 - i. Incomplete: The Owner / Landlord shall have 5 days to complete the application.
 - ii. Not approved: The Owner / Landlord may not participate in the program, but can re-apply at a later date. The Owner shall pay \$100 for the cost to perform a recertification review subsequent to the initial application.
 - iii. Complete and Certified: P&A provides the Owner / Landlord with a contract between the Owner / Landlord and Borough for the Owner's / Landlord's review and execution.
- e. The Owner / Landlord signs and returns the Contract between the Owner / Landlord and the Borough for execution by an approved representative of the Borough.
- f. P&A provides the Owner with a kit that includes:
 - i. A Request for Proposal that the Owner may use to obtain bids from contractors;
 - ii. Information regarding the operation and benefits of energy efficient equipment;
 - iii. The specification of the minimum standards of the equipment required; and
 - iv. A form of Agreement between the Owner / Landlord and the Contractor.
- g. The Owner / Landlord selects a Contractor and enters into an agreement pursuant to f(iv) above.
- h. The Owner / Landlord submits same to Borough for approval.
- i. Borough returns the fully executed Contract with the Owner / Landlord.
- j. The contractor completes the work.
- k. The Owner / Landlord has the work inspected by the Borough and pays the Contractor the Owner's share (if any is required).
- l. Borough verifies that the payment was made and pays the Contractor the balance, not to exceed the limits set forth above.

BOROUGH OF DEMAREST

**RESOLUTION ADOPTING THE 'SALES OPERATING MANUAL', 'RENTAL
OPERATING MANUAL'
FOR THE BOROUGH OF DEMAREST**

WHEREAS, in accordance with the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26-1, *et seq.*, the Borough of Demarest is required to adopt all program operating manuals, which set forth the procedures for administering the program(s) and their associated affordability controls for affordable housing units created within the Borough of Demarest.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Demarest, that the Borough does hereby adopt the following attached operating manuals, subject to final approval as to form by the Borough Planner and Borough Attorney:

1. Sales Operating Manual
2. Rental Operating Manual

CERTIFICATION

I, Susan Crosman, RMC, Borough Clerk of the Borough of Demarest, in the County of Bergen, State of New Jersey, hereby certify this to be a true copy of the action of the Governing Body at its meeting held June 24, 2019. WITNESS my hand and Seal of the Borough of Demarest this 24 day of June, 2019.



Susan Crosman
Borough Clerk

BOROUGH OF DEMAREST

**RESOLUTION ADOPTING THE AFFORDABILITY ASSISTANCE MANUALS FOR
THE BOROUGH OF DEMAREST**

WHEREAS, in accordance with the New Jersey Uniform Housing Affordability Controls (UHAC) pursuant to N.J.A.C. 5:80-26-1, et seq., the Borough of Demarest is required to adopt all program operating manuals, which set for the procedures for administering the program(s) for the affordable housing units created within the Borough of Demarest.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Demarest, that the Borough does hereby adopt the following attached affordability assistance operating manuals as prepared by Piazza & Associates, Inc. of Princeton, NJ, subject to final approval as to form by the Borough Planner, Court Special Master and Borough Attorney:

1. Affordability Assistance: Energy Efficiency Grant Program Operating Manual
2. Affordability Assistance: Very-Low Income Development Subsidy Program Operating Manual
3. Affordability Assistance: Green Building Strategies Grant Program Operating Manual
4. Affordability Assistance: Homeowner Association Fee Assistance Program Operating Manual
5. Affordability Assistance: Rental Grant Program Operating Manual

| | YES | NO | ABSTAIN/ABSENT |
|-----------|-------------------------------------|--------------------------|--------------------------|
| Carroll: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Connelly: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fox: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Hamilton: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Kurys: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LaPira: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I, Susan Crosman, Borough Clerk, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and council at a meeting held on May 18, 2020.



Susan Crosman, RMC
Borough Clerk/Coordinator

Appendix N | 2025 Spending Plan

2025 AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

Borough of Demarest

Council Approval: _____, 2025

I. INTRODUCTION

The Borough of Demarest, Bergen County has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (NJSA 40:55D-1 et seq.), the Amended Fair Housing Act (NJSA 52:27D-301), and the applicable affordable housing regulations (NJAC 5:91-1 et seq., NJAC 5:93-1 et seq., and NJAC 5.97 et seq.). The Borough adopted a development fee ordinance on August 20, 2001. This original development fee ordinance was approved by COAH on September 27, 2001. The development fee ordinance was then updated in April of 2010 via Ordinance #971. COAH approved this updated ordinance with the Borough's Third Round petition. The amended development fee ordinance was approved by COAH on March 17, 2009. Demarest then adopted a new Development Fee Ordinance in accordance with the Settlement Agreement via Ordinance #1067-19 on July 29, 2019.¹ The ordinance establishes the Borough of Demarest's affordable housing trust fund for which this spending plan is prepared.

II. REVENUES FOR CERTIFICATION PERIOD

As of December 31, 2024, the Borough of Demarest has collected \$4,926,058.06 and expended \$1,035,517.77, resulting in a balance of \$3,890,540.29. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Citizens Bank for the purposes of affordable housing. These funds shall be spent in accordance with NJAC 5:93-8.16, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of Fourth Round (2025-2035), the Borough of Demarest considered the following:

(a) Development fees:

- Residential and non-residential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
- All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
- Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

- Actual and committed payments in lieu (PIL) of construction from developers as follows: Payment in lieu from Sylco Investments 6, 8, 9, and 10, LLC (“Sylco”). Sylco committed to pay a total of \$1 million in lieu of five affordable units. The payment was structured to be received in three installments, \$250,000 when site work commences, \$250,000 when the first building permit is issued, and \$500,000 when the tenth Certificate of Occupancy is issued. The first two payments have been received and the \$500,000 is expected to be paid in 2025 or 2026.

(c) Other funding sources:

- Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income and proceeds from the sale of affordable units. No funds are anticipated at this time.

(d) Projected interest:

- Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate. The Borough projects collecting \$36,659.27 between 2025 and 2035.

The Borough of Demarest projects a total of \$1,564,128.77 in revenue to be collected between January 1, 2025 and December 31, 2035. This projected amount, when added to the Borough of Demarest’s trust fund balance as of December 31, 2025, results in an anticipated total revenue of \$5,454,669.06 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing. See the table on the following page for the projected revenues.

| PROJECTED REVENUES - AFFORDABLE HOUSING TRUST FUND | | | | | | | | | | | | |
|--|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------------|
| Source of Funds | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | Total |
| (a) Development fees: | | | | | | | | | | | | |
| Development Pending Approval | \$0 | \$0 | \$86,802 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$86,802.00 |
| Approved Development** | \$257,102 | \$65,102 | \$10,850 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$333,053.50 |
| Projected Residential Development | \$0 | \$0 | \$0 | \$86,802 | \$65,102 | \$86,802 | \$65,102 | \$86,802 | \$65,102 | \$86,802 | \$65,102 | \$607,614.00 |
| Projected Non-Res. Development | | | | | | | | | | | | \$0.00 |
| (b) Payments in Lieu of Construction | \$500,000 | | | | | | | | | | | \$500,000.00 |
| (c) Other Funds | | | | | | | | | | | | \$0.00 |
| (d) Interest | \$18,170 | \$1,562 | \$2,344 | \$2,083 | \$1,562 | \$2,083 | \$1,562 | \$2,083 | \$1,562 | \$2,083 | \$1,562 | \$36,659.27 |
| Total | \$775,272 | \$66,664 | \$99,996 | \$88,885 | \$66,664 | \$88,885 | \$66,664 | \$88,885 | \$66,664 | \$88,885 | \$66,664 | \$1,564,128.77 |

*For purposes of projecting revenues, we have utilized historic residential Certification of Occupancy data that occurred between 2013 and 2024. Projections assume the estimated value of a new home is \$1,446,700. The average assessed value was provided by the Borough's CFO. The value is then multiplied by 1.5%.

**2025 Approved Development also includes \$137,749 collected between January and April.

III. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

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

(a) Collection of development fee revenues:

- Collection of development fee revenues shall be consistent with the Borough of Demarest's development fee ordinance for both residential and non-residential developments in accordance with NJAC 5:91 and 5:93, the Amended Fair Housing Act, and the Municipal Land Use Law.

(b) Distribution of development fee revenues:

- The Administration forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution. The release of the funds requires the adoption of the governing body resolution in accordance with the Court- and/or Program-approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

IV. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Municipally Sponsored Projects (NJAC 5:93-5.5)

- See section (d) below for a description of municipally sponsored projects where the funding will enable the construction of the project.

(b) Alternative Living Arrangement (NJAC 5:93-5.8)

- See section (d) below for a description of alternative living arrangements (supportive/special needs housing) where the funding will enable the construction of the project.

(c) Accessory Apartment Program (NJAC 5:93-5.9)

- The Borough of Demarest has an accessory apartment program. The Borough will be increasing the subsidy from \$25,000 to \$75,000 to incentivize the creation of the accessory apartments. This document has set aside funding for five units. If more than five units apply for the program, the Borough will reduce the funding allocated to the "future affordable housing opportunities" line item.

(d) Affordability Assistance (NJAC 5:93-8.16)

- Municipalities are required to spend a minimum of 30% of development fee revenue to render existing affordable units more affordable and one-third of that amount must be dedicated to very low-income households (i.e. households earning less than 30% of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in the online Affordable Housing Monitoring System platform based on actual revenues.

- According to the following chart, the Borough of Demarest is required to dedicate \$1,755,340.80 from the affordable housing trust fund to render units more affordable, including \$585,113.60 to render units more affordable to households earning 30% or less of median income by region, as follows:
 - **127 Hardenburgh Avenue.** The Third Round Spending Plan included \$530,000 for the 100% affordable project located at 127 Hardenburgh Avenue. Portions of this funding were tied to certain project milestones. BC UW has received Planning Board approval to construct a 17-unit building. To date the Borough has paid BC UW \$214,387.36. Therefore, \$315,612.64 remains to be paid.

 - **127 Hardenburgh Avenue Very-Low Income Unit.** Pursuant to the Court-approved Third Round Spending Plan, this site was required to contain at least one very-low-income unit. To help balance the development's pro-forma, the Borough will pay the developer a one-time payment of up to \$400,000 once the very-low-income unit receives its certificate of occupancy. At the Borough's option, half of this payment may be released when the building permit is issued.

 - **127 Hardenburgh Avenue, Additional Funds for Potential Shortfall in Funding.** Due to outside forces beyond the Borough and BC UW's control, some of the envisioned funding may not be available to assist the project. Therefore, Demarest is reserving up to \$750,000 of the trust fund if these outside funding sources fail to come to fruition.

 - **Future Affordable Housing Opportunities.** Demarest is seeking a vacant land adjustment as part of its Fourth Round housing compliance. However, if the opportunity arises over the next decade to partner with an entity to construct affordable housing (100% affordable, inclusionary development with a set-aside greater than 20%, senior housing, etc.), Demarest would like to reserve funds to aid in bringing said units to fruition. It is anticipated that the program would be structured to provide funding per unit in exchange for a credit-worthy, deed restricted unit. A maximum of \$1,150,000 is anticipated, which is ultimately based on the development fees collected over the next ten years. These units would meet the required income distribution.

- **Supportive/Special Needs Units – Low- and Moderate-Income.** Demarest is seeking a vacant land adjustment as part of its Fourth Round housing compliance. However, if the opportunity arises over the next decade to partner with an entity to construct supportive / special needs affordable housing opportunities, Demarest would like to reserve funds to aid in bringing said units to fruition. It is anticipated that the program would be structured to provide funding per unit or bed in exchange for a deed restricted unit / bed. A maximum of \$300,000 is anticipated, which is ultimately based on the development fees collected over the next ten years. These units would be low- and moderate-income units.

- **Supportive/Special Needs Units – Very-Low-Income.** Demarest is seeking a vacant land adjustment as part of its Fourth Round housing compliance. However, if the opportunity arises over the next decade to partner with an entity to construct supportive / special needs affordable housing opportunities, Demarest would like to reserve funds to aid in bringing said units to fruition. It is anticipated that the program would be structured to provide funding per unit or bed in exchange for a deed restricted unit / bed. A maximum of \$939,056.42 is anticipated, which is ultimately based on the development fees collected over the next ten years. This funding is specifically earmarked for very-low-income units.

| AFFORDABILITY ASSISTANCE CALCULATION | | |
|---|----------|------------------------|
| Actual development fees through 12/31/2024 | | \$ 4,397,377.01 |
| Development fees projected 2025-2035 | + | \$ 1,027,469.50 |
| Less housing activity expenditures through 12/31/2024 | - | \$ 426,289.50 |
| Total | = | \$ 5,851,136.01 |
| Calculate 30 percent | x .30 = | \$ 1,755,340.80 |
| Less Affordability assistance expenditures through 12/31/2024 | - | \$ - |
| Projected Minimum Affordability Assistance Requirement 1/1/2025 through 12/31/2035 | = | \$ 1,755,340.80 |
| Projected Minimum Very Low-Income Affordability Assistance Requirement 2025 through 2035 | ÷ 3 = | \$ 585,113.60 |

(e) Administrative Expenses (NJAC 5:97-8.9)

Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs up to a 20% limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the online Affordable Housing Monitoring System platform based on actual revenues.

The Borough of Demarest projects that \$1,907,265.64 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20% cap, are as follows:

- Affordable Housing Attorney, Engineer, Planner and Administrative Agent fees related to attaining affordable housing compliance as well as consulting fees related to the administration and implementation of the Borough’s affordable housing programs.
- Salaries and benefits for municipal employees for administration and implementation of the housing plan and programs.
- Municipal Housing Liaison training and on-going education.

| ADMINISTRATIVE EXPENSE CALCULATION | | |
|---|----------|-----------------------|
| Actual dev fees and interest thru 12/31/2024 | | \$4,636,774.09 |
| Projected dev fees and interest 2025 thru 2035 | + | \$1,064,128.77 |
| Payments-in-lieu of construction and other deposits thru 12/31/2024 | + | \$289,283.97 |
| Payments-in-lieu of construction and other deposits 2025 thru 2035 | + | \$500,000.00 |
| Less RCA expenditures thru 12/31/2024 | - | \$0.00 |
| Total | = | \$6,490,186.83 |
| Calculate 20 percent | x .20 = | \$1,298,037.37 |
| Less admin expenditures thru 12/31/2024 | - | \$ 609,228.27 |
| Projected Maximum available for administrative expenses 2025 thru 2035 | = | \$1,907,265.64 |

V. EXPENDITURE SCHEDULE

The Borough of Demarest intends to use affordable housing trust fund revenues for the creation of affordable housing units. It should be noted that the amount spent in a given year for any line item may actually span multiple years in reality. Money may be spent slower or faster than anticipated in the table below. This information is an educated guess on the timing of the various programs. The table below provides an estimated timeline for expenditure and does not restrict the Borough from spending the money sooner or later in the Fourth Round period.

| Projects/Programs | Number of Units Projected | Projected Expenditure Schedule 2025-2035 | | | | | | | | | | | |
|--|---------------------------|--|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------------|
| | | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | Total |
| Accessory Apartment Ord. | 5 | | \$75,000 | | \$75,000 | | \$75,000 | | \$75,000 | | \$75,000 | | \$375,000.00 |
| Affordability Assistance | | | | | | | | | | | | | |
| 127 Hardenburgh Avenue | 17+/- | | \$315,613 | | | | | | | | | | \$315,612.64 |
| 127 Hardenburgh VLI | 1 | | \$400,000 | | | | | | | | | | \$400,000.00 |
| 127 Hardenburgh - Addt Funds for Potential Shortfall in Funding | 17+/- | | \$750,000 | | | | | | | | | | \$750,000.00 |
| Future Affordable Housing Opportunitites | TBD | | | | | \$300,000 | | \$300,000 | | | \$300,000 | \$250,000 | \$1,150,000.00 |
| Future Special Needs/Supportive Housing Units - VLI | TBD | | | \$500,000 | | | | \$439,056 | | | | | \$939,056.42 |
| Future Special Needs/Supportive Housing Units - Low- & Moderate-Income | TBD | | | | \$300,000 | | | | | | | | \$300,000.00 |
| Administration | | \$150,000 | \$125,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$150,000 | \$1,225,000.00 |
| Total | | \$150,000 | \$1,665,613 | \$600,000 | \$475,000 | \$400,000 | \$175,000 | \$839,056 | \$175,000 | \$100,000 | \$475,000 | \$400,000 | \$5,454,669.06 |

VI. EXCESS OR SHORTFALL OF FUNDS

In the event of any unexpected revenue shortfall, where funds are not sufficient to implement the plan, the Borough of Demarest will approve a resolution of intent to bond.

In the event more funds than anticipated are collected, projected funds exceed the amount necessary to implement the Fair Share Plan, or the Borough of Demarest is reserving funds for affordable housing projects to meet a future affordable housing obligation, these excess funds will be used to offer additional group home assistance for new providers within the community.

VII. SUMMARY

The Borough of Demarest intends to spend affordable housing trust fund revenues pursuant to NJAC 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Fourth Round Housing Plan Element and Fair Share Plan.

The Borough of Demarest has a balance of \$3,890,540.29 as of December 31, 2024 and anticipates an additional \$1,564,128.77 in revenues through 2035 for a total of \$5,454,669.06. This Spending Plan demonstrates the Borough's commitment to expend \$5,454,669.06 through December 31, 2035, including a commitment to expend with respect to the following:

- Commitment to expend up to \$375,000 towards the creation of accessory apartments;
- Commitment to expend up to \$1,465,612.64 to incentivize the construction of 127 Hardenburgh Avenue;
- Commitment to expend up to \$1,150,000 for future affordable housing opportunities;
- Commitment to expend up to \$1,239,056.42 for future special needs/supportive housing units;
- Commitment to expend up to \$1,225,000 on administration.

| SPENDING PLAN SUMMARY | | |
|-------------------------------------|----------|-----------------------|
| Balance as of December 31, 2024 | | \$3,890,540.29 |
| Projected Revenue 2025-2035 | | |
| Development fees | + | \$1,027,469.50 |
| Payments in lieu of construction | + | \$500,000.00 |
| Other funds | + | \$0.00 |
| Interest | + | \$36,659.27 |
| TOTAL REVENUE | = | \$5,454,669.06 |
| Projected Expenditures 2025-2035 | | |
| Funds used for Projects | | |
| 1. Accessory Apartment Ordinance | - | \$375,000.00 |
| Affordability Assistance | - | \$3,854,669.06 |
| Administration | - | \$1,225,000.00 |
| Total Projected Expenditures | = | \$5,454,669.06 |
| Remaining Balance | = | \$0.00 |

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ⁱ Historic adoption dates sourced from the Affordable Housing Monitoring System Website.

Appendix O | Intent to Bond Resolution

Resolution of the Demarest Governing Bond

Resolution No. _____-25

May 12, 2025

| Council Member | Motion | Second | Yes | No | Abstain | Absent |
|----------------|--------|--------|-----|----|---------|--------|
| Jiang | | | | | | |
| Fox | | | | | | |
| Marks | | | | | | |
| Slowikowski | | | | | | |
| Collins | | | | | | |

TITLE: RESOLUTION OF INTENT TO BOND IN THE EVENT THAT THERE IS A SHORTFALL IN FUNDING TO EFFECTUATE CERTAIN AFFORDABLE HOUSING MECHANISMS IN ITS HOUSING ELEMENT AND FAIR SHARE PLAN

=====

WHEREAS, the Council of the Borough of Demarest desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by Administrative Directive #14-24 seeking approval of a Housing Element and Fair Share Plan that satisfies/addresses the Borough’s obligation to provide for its fair share of the regional need of low- and moderate-income housing; and

WHEREAS, the Demarest Planning Board has adopted a Housing Element and Fair Share Plan for the Fourth Round pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act; and

WHEREAS, the Housing Element and Fair Share Plan provides for a municipally-sponsored accessory apartment ordinance and a 100% affordable development at 127 Hardenburgh Avenue, in addition to other developer-funded mechanisms; and

WHEREAS, the Borough has adopted a Development Fee Ordinance in order to generate revenue for the Borough’s Affordable Housing Trust Fund; and

WHEREAS, the Borough of Demarest anticipates that monies collected and deposited in the Affordable Housing Trust Fund, along with other permitted funding sources, will be sufficient to effectuate the above-referenced mechanisms; and

WHEREAS, the Borough of Demarest is committed to securing judicial approval of its Housing Element and Fair Share Plan; and

WHEREAS, the Borough of Demarest acknowledges the affordable rules and regulations that provide that, although utilization of a mandatory development fee ordinance is an appropriate mechanism to raise money for the purpose of off-setting the expenses incurred in connection with the Housing Element and Fair Share Plan, there must be an alternative funding source in the event that insufficient monies are derived from the mandatory development fee ordinance or other resources, or the funds are not received in a timely fashion, for the purpose of effectuating the municipally-sponsored accessory apartment program and 100% development at 127 Hardenburgh Avenue; and

WHEREAS, the Borough of Demarest wishes to express its commitment to cover such funding shortfalls and to fully implement the mechanisms set forth in its Housing Element and Fair Share Plan through bonding or other lawful means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Demarest, County of Bergen, State of New Jersey, that the Borough of Demarest does hereby confirm its intent that in the event that the projected funding from the mandatory development fee ordinance the Borough has adopted is insufficient to complete the aforementioned affordable housing mechanisms, it is the intention of the Council of the Borough of Demarest to adopt appropriate bond ordinances in order to provide the requisite funding in an appropriate time frame.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

APPROVED:

Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk of the Borough of Demarest, in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at a meeting held on May 12, 2025.

Julie Falkenstern, Acting Borough Clerk

Appendix P | Municipal Housing Liaison Resolution

Resolution of the Demarest Governing Body

Resolution No. 074 -25

April 7, 2025

| Council Member | Motion | Second | Yes | No | Abstain | Absent |
|-----------------------|---------------|---------------|------------|-----------|----------------|---------------|
| Jiang | | | ✓ | | | |
| Fox | | | ✓ | | | |
| Marks | | | ✓ | | | |
| Slowikowski | ✓ | | ✓ | | | |
| Reiss | | | ✓ | | | |
| Collins | | ✓ | ✓ | | | |

TITLE: RESOLUTION NAMING JULIE FALKENSTERN AS THE MUNICIPAL HOUSING LIAISON

=====

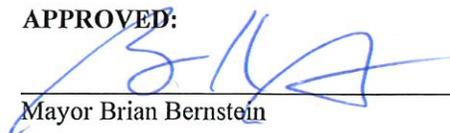
WHEREAS, in accordance with the Fair Housing Act of 1985 at N.J.A.C. 52:27D-301, and obligations under the Mount Laurel doctrine, the Borough has an obligation to provide for its regional fair share of housing affordable to low- and moderate-income households; and

WHEREAS, pursuant to N.J.A.C. 5:96-17 et seq. and N.J.A.C. 5:80-26.1 et seq, the Borough is required to appoint a Municipal Housing Liaison as a municipal employee responsible for administration of affordable housing records and programs in the Borough; and

WHEREAS, the Governing Body wishes to appoint Julie Falkenstern as the Municipal Housing Liaison; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Demarest, in the County of Bergen, and State of New Jersey, that Julie Falkenstern is hereby appointed as the Municipal Housing Liaison for the Borough of Demarest and shall serve in such capacity for the year 2025.

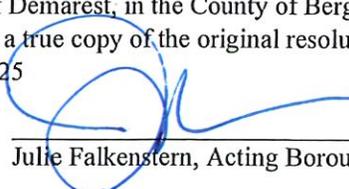
APPROVED:



Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on April 7, 2025



Julie Falkenstern, Acting Borough Clerk

Appendix Q | Administrative Agent Resolution

Resolution of the Demarest Governing Body

Resolution No. 075 -25

April 7, 2025

| Council Member | Motion | Second | Yes | No | Abstain | Absent |
|-----------------------|---------------|---------------|------------|-----------|----------------|---------------|
| Jiang | | | ✓ | | | |
| Fox | | | ✓ | | | |
| Marks | | | ✓ | | | |
| Slowikowski | ✓ | | ✓ | | | |
| Reiss | | | ✓ | | | |
| Collins | | ✓ | ✓ | | | |

TITLE: APPOINTING PIAZZA & ASSOCIATES, INC AS AFFORDABLE HOUSING ADMINISTRATIVE AGENT OF THE BOROUGH’S AFFORDABLE HOUSING PROGRAM AND AWARDING A PROFESSIONAL SERVICES CONTRACT

=====

WHEREAS, the Borough of Demarest’s Housing Element and Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) and applicable Council on Affordable Housing and Uniform Housing Affordability Controls (“UHAC”) regulations; and

WHEREAS, the Borough is required to appoint an Administrative Agent to perform duties set forth in the applicable UHAC regulations, including those related to affirmative marketing, household certification, affordability controls, resales and re-rentals, processing requests from unit owners, and enforcement, and in Chapter 175 of the Borough Code; and

WHEREAS, Piazza & Associates, Inc (“Piazza”) has submitted a proposal to provide professional administrative agent services for the year 2025; and

WHEREAS, the Borough wishes to retain Piazza to provide such services, as per its 2025 proposal; and

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the resolution authorizing the award of a contract for professional services without competitive bidding, and the contract itself, be available for public inspection; and

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, the Borough’s Chief Financial Officer has certified that sufficient funds are available for this purpose; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Borough of Demarest, County of Bergen, State of New Jersey as follows:

1. The Borough hereby awards, and authorizes the Mayor to execute, a contract with Piazza & Associates, Inc (“Piazza”) to provide professional administrative agent services at such rates as set forth in the 2025 proposal.
2. The contract is awarded without competitive bidding as a professional services contract in accordance with the provision of the Local Public Contract Law because said services are performed by a person licensed under law to practice a recognized profession.
3. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
4. Notice of this action shall be published once in the Borough’s official newspaper as required by law.
5. This resolution shall take effect immediately.

APPROVED:



Mayor Brian Bernstein

CERTIFICATION OF CFO

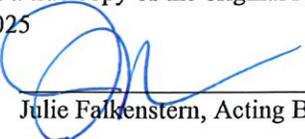
I, Peter Suh, do hereby certify the availability of funds for the expenditure referenced herein.



Peter Suh, CFO

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on April 7, 2025



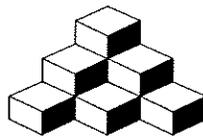
Julie Falkenstern, Acting Borough Clerk

Agreement to Provide
Affordable Housing
Compliance Services

submitted to the
Borough of Demarest

By
Piazza & Associates, Inc.

2024



BACKGROUND

There are various very low-, low- and moderate- income, rental homes that have been developed and are planned to be developed in the Borough of Demarest (the "Borough") to help the Borough satisfy its affordable housing obligation as defined by the New Jersey New Jersey Fair Housing Act ("NJFHA"), as regulated by N.J.A.C. 5:80-26.1 et seq., the uniform Housing Affordability Controls ("UHAC"), well as applicable state and local laws, rules, ordinances and regulations (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the maximum rental rates and income limits of the renters, and compliance to fair housing and marketing of the affordable units.

The Borough is seeking an experienced, qualified agency or entity to serve as an Administrative Agent on its behalf. By way of this document, Piazza & Associates, Inc. ("P&A"), an experienced firm that provides such affordable housing services, proposes to establish the maximum rental rates, review and approve the income of the applicants, and ensure compliance to the Affirmative Marketing Plan ("AMP") in order to certify to the Borough that the restricted units are in compliance with the Regulations, thereby assuring the Borough that it will receive proper credit for the very low-, low- and moderate- income units towards its affordable housing obligation.

SCOPE OF SERVICES

Specifically, Piazza & Associates will provide the following services under this Agreement.

A) Municipal Consulting Services

1. P&A will provide on-going consultation to the Borough to assist it with compliance to the Regulations, including, but not limited to the municipal AMP and affordable housing plans;
2. P&A will be available to the Borough to recommend the inclusion of specific requirements in planning approvals that will clarify the obligation of the developer, and so help ensure the compliance of the affordable units that are required;
3. P&A will serve as the point of contact for anyone who is interested in residing in an affordable unit.

B) Preliminary Application Services

1. P&A will develop a complete set of application documents specifically designed to meet the requirements of the Regulations, including a Preliminary Application for Affordable Housing, an Application for Affordable Housing, Employer Verification Form, Landlord Verification Form, Gift Verification Form and other such forms as may be required.
2. P&A will mail out Preliminary Applications and answer questions, via telephone and e-mail, as required.

3. P&A will collect all of the Preliminary Applications, and process such applications as necessary, keeping a complete record of the information, and responding to all applicants appropriate to their submission.
4. P&A will provide to the Borough, the Owners and Managers a list of available pre-qualified applicants by unit type as needed.
5. Upon notification that units are or will be available, P&A will send notices and final applications to a representative number of prequalified applicants, who will be asked to contact the Owner or its agent, and, at the same time, to submit the final application to Piazza & Associates.
6. P&A will complete a review of the final application and notify both the applicant and the Owner or its agent as to the status of that application, i.e., Approved, Not Approved or Incomplete.

C) Sales Units

1. P&A will determine the maximum re-sales prices for the Owner - Seller and certify to the Borough that said price complies to the Regulations.
2. P&A will coordinate a process to notify potential purchasers of an available unit and determine the priority order of interested parties.
3. P&A will determine the eligibility of prospective buyers and certify the applicant with respect to their adherence to all income limitations as set forth in the Regulations and notify the Owner accordingly with a written certification.
4. P&A will work with Borough's legal counsel to provide the form of documentation and coordinate the execution and recording of the documentation (Certification, Deed, Mortgage and Note and other such documents that may be required by the Regulations) for the closing and transfer of title, necessary to maintain the affordable housing restrictions, as required by the Regulations.
5. P&A will maintain accurate records of the status of all certification and recertification work on an ongoing basis.
6. P&A will provide compliance reports to the Borough and regulatory agencies as necessary.
7. P&A will send letters to all Owners on an annual basis, reminding them of their obligations, pursuant to the regulations.

D) Rental Units

1. On an annual basis, P&A will assist the Manager in determining rental rates for the Affordable Units that are in compliance with the applicable Regulations and viable relative to local market conditions; and
2. Certify to the Borough that the rental rates for the Affordable Units are in compliance with the Regulations.
3. P&A will provide a written certification form to the Manager for all approved applications, and ask the Manager to return the certification form, signed by the applicant, together with a copy of the lease agreement.
4. P&A will communicate the status of the compliance plan to the Manager and the Borough on an ongoing basis and be available to meet with representatives of both as reasonable and appropriate.
5. P&A will provide compliance reports to the Borough and regulatory agencies as necessary.
6. P&A will maintain accurate records of the status of all certification work on an on-going basis; and
7. Make all files, reports and other documentation readily available to the Borough or an independent auditor working on behalf of the Borough.

E) Affordability Programs

The Borough is developing programs that are funded with the municipal housing trust fund to increase the affordability of the affordable units. P&A will administer such programs, including, but not limited to the affirmative marketing for the program; the development of the requisite Operating Manuals; certifying residents / applicants as necessary and reporting on such programs as required.

F) Uniform Housing Affordability Controls

Notwithstanding anything herein to the contrary, P&A will provide all services required of an Administrative Agent pursuant to the Uniform Housing Affordability Controls (N.J.A.C 5:80-26.14(a)).

TERMS AND CONDITIONS

A. Contract Administration: All work performed by P&A under this Agreement shall be accomplished in close consultation with and under the direction of the Borough or its designee.

B. Professionalism: At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Borough.

C. Implementation of Services: P&A will begin the implementation of its services immediately upon the approval of the Borough and receipt of a signed engagement letter or contract with the Borough.

D. Confidentiality: All data provided by the Borough, the Owner and its applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this Agreement. Likewise, the materials developed by P&A on behalf of the Owner and/or the Borough shall be considered proprietary and may only be used by the Owner and/or Borough for its own affordable housing endeavors in the future.

E. Insurance: P&A shall maintain or cause to be maintained in full force and effect insurance in such amounts and against such risks as follows:

1. Workers Compensation Insurance coverage in the statutory amount. Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and
2. Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

Upon the execution of this Agreement, as well as upon the Borough's request from time to time, the Consultant shall provide to the Borough a certificate of insurance evidencing the coverages set forth above in (a) through (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Consultant shall also provide, upon the Borough's reasonable request, complete copies of the above policies of insurance.

F. Files and Documentation: P&A will look to the Owner to provide files, documents and notices necessary for it to implement its maintenance and compliance services.

G. Certain Services Not Provided Herein: Under this Agreement, P&A shall not be responsible for:

1. The obligation of the Borough to meet its affordable housing obligation aside from the certifications as provided in the Scope of Services herein for the units administered by P&A;
2. The implementation of a local or municipal preference, or any other program or activity that P&A determines, in its sole discretion, to be in conflict with any Federal or State fair housing law;

3. Any additional requirements set forth by any other regulatory agency or entity that represent a material change in the services necessary to comply with the Regulations;
4. All legal and real estate related services associated with the rental of an affordable property, including, but not limited to compliance to Federal and State Fair Housing laws; and
5. Legal services required for certain enforcement actions set forth in the Regulations.

H. No Financial Interest: P&A certifies and warrants that it has no financial interest in the units in the Borough that are restricted under the Regulations.

I. Compliance of Developer: The Developer shall comply with all of the Regulations, as well as the policies and procedures set forth by P&A in connection with its responsibilities hereunder

TERM

The term of this Agreement shall be from January 1, 2024 through December 31, 2024. The Agreement is renewable for successive terms and can be terminated at the discretion of the Borough with 30 days written notice without cause and by P&A with 90 days written notice without cause.

COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated as follows:

Municipal Compensation:

- CONSULTING, LIST MAINTENANCE, AND RESPONDING TO INQUIRIES: \$250 per month to be paid by the Borough;
- INITIAL SET-UP AND MARKETING: An initial fee of \$300, for the development of additional operating manuals, excluding those already developed for the Borough; and
- HOUSING PROGRAMS CERTIFICATION: \$250 per certification or recertification required for Affordability Assistance program.

Developer / Owner Compensation:

- FUTURE NEW RENTAL UNITS: \$400 per unit setup & marketing fee*, plus \$550 per unit certification fee that are paid by the developer at a predetermined timetable;
- RE-RENTALS: \$550 per unit certification to be paid by the Landlord upon the re-occupancy of an affordable unit;

○ FUTURE NEW SALES UNITS: \$400 per unit setup & marketing fee*, plus \$1,000 per unit certification fee that are paid by the developer at a predetermined timetable; and

○ RE-SALES: \$1,000 to be paid by the Owner / Seller of the affordable unit, payable \$100 in advance and the balance at closing.

* There is a \$4,000 minimum per project / developer fee that applies if the new unit or units require the implementation of an exclusive advertising and affirmative marketing process pursuant to the Regulations. There is no minimum fee for new units created as part of a series of units that are already marketed. This fee shall be paid by the developer.

Other Compensation

○ ADDITIONAL SERVICES: In the event that the Borough and/or Owner requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation; and

○ In addition to its fee, P&A shall be reimbursed by the Landlord, Owner or Borough as appropriate, for advertising and postage to residents and applicants. However, all management and compliance reports outlined above, all forms, web and e-mail services, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.

ACCEPTANCE

Please signify your acceptance of this Agreement by signing below.

BY: Piazza & Associates, Inc.



BY: Frank Piazza, Jr., President

Accepted on behalf of the Borough of Demarest

BY: _____



Date: _____

4/7/25

Appendix R | County Level Order Entering Fourth Round Obligation

Hon. Lina P. Corrison, J.S.C.
Superior Court of New Jersey
Law Division – Civil Part
Bergen County
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

PREPARED BY THE COURT:

**IN THE MATTER OF THE
DECLARATORY JUDGMENT
ACTION OF THE BOROUGH
OF DEMAREST, BERGEN
COUNTY PURSUANT TO P.L.
2024, CHAPTER 2 (N.J.S.A.
52:27D-304.1, et seq.),**

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
BERGEN COUNTY
DOCKET NO. BER- L-000738-25
Civil Action

Mt. Laurel Program

**DECISION AND ORDER FIXING
MUNICIPAL OBLIGATIONS FOR
“PRESENT NEED” AND “PROSPECTIVE
NEED” FOR THE FOURTH ROUND
HOUSING CYCLE**

THIS MATTER, having come before the Court on referral from and recommendation issued by the Affordable Housing Dispute Resolution Program (“Program”), pursuant to the Complaint for Declaratory Judgment filed on January 29, 2025 (“DJ Complaint”) by the Petitioner, **BOROUGH OF DEMAREST** (“Petitioner” or “Municipality”), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the “FHA”), and in accordance with Section II.A of Administrative Directive #14-24 (“Directive #14-24”) of the “Program”, seeking a certification of compliance with the FHA;

AND IT APPEARING that, the Municipality timely adopted Resolution 035-25 on January 27, 2025, committing to a “present need” obligation of 0 affordable units but seeking a

deviation from the “prospective need” calculation of 106 affordable units allocated to it by the New Jersey Department of Community Affairs (“DCA”) in its report dated October 18, 2024 entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round)* (the “DCA’s Fourth Round Report”), and based on the Municipality planners’ recommendation for 206 units for a “prospective need” affordable housing obligation for the Fourth Round housing cycle;

AND IT APPEARING that, a challenge to the Municipality’s calculations was timely filed by the New Jersey Builders Association (“NJBA” or “Challenger”) by and through its counsel, wherein NJBA disputed the Municipality’s proposed obligations for present and prospective need, and supported DCA’s present and prospective need obligations, with an expert report of J. Creigh Rahenkamp, NJPP, but that Fair Share Housing Center did not file a challenge in this case;

AND IT APPEARING that, pursuant to the Program, the Administrative Office of the Courts (“AOC”) appointed and assigned the case to Program member, the Hon. Ronald E. Bookbinder, A.J.S.C. (Ret.) (“Program Member”) to manage the proceedings, host settlement conferences, and make recommendations to the Court in accordance with the FHA and the AOC’s Directive #14-24 (“Directive #14-24”), and that the Program Member appointed Mary Beth Lonergan, PP, an independent affordable housing expert, as special adjudicator (“Special Adjudicator”) in this case to work with, make recommendations to and assist the Program;

AND IT APPEARING that, on March 26, 2025, a settlement conference was conducted on notice to all parties with the participation of local officials, town planner, and attorneys for the Municipality, as well as representatives of the NJBA, and with the goal of reaching a resolution; and that extensive settlement negotiations were engaged in before, during and after the settlement conference, with the guidance and assistance of the Program Member and the Special Adjudicator;

AND IT APPEARING, that as a result of the settlement conference on March 26, 2025, the Municipality and NJBA reached a resolution (“Settlement”); the Settlement was placed on the record; that the Settlement agreement will go before the governing body of the Municipality for approval and that the Borough Administrator, other municipal officials, appearing, and attorney will recommend the Settlement to the governing body, with resolution confirming same to be uploaded to eCourts;

AND THE COURT, having received the Program Member’s report dated March 26, 2025, since posted to the eCourts jacket for this matter at Trans. ID: LCV20251028616, the findings, terms, and recommendations of which are incorporated by reference as though more fully set forth herein (the “Report”);

AND THE COURT, having been advised that (i) the Special Adjudicator has recommended acceptance of the Settlement and provided a memo supporting the Settlement to the Program, (ii) the Program Member has recommended acceptance of the Settlement as reasonable and in furtherance of the interests of low- and moderate-income households in the Municipality (collectively, the “Recommendations”), and that (iii) the Program Member further recommends that the Court adopt the findings and recommendations set forth in the Report and enter an Order, *forthwith*, implementing the terms of Settlement and thereby fix the “present need” and “prospective need” obligations of the Municipality for the Fourth Round housing cycle;

AND THE COURT, having reviewed and considered the Program Member’s Report and Recommendations, having been satisfied that an arm’s length Settlement was reached and entered into by and between the parties that is fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality, and for good and sufficient cause having otherwise been shown:

IT IS, THEREFORE, on and as of this 5th day of **MAY, 2025 ADJUDGED AND ORDERED**, that the Program Member's Report and Recommendations for approval of the Settlement, be, and the same hereby **ACCEPTED** and **ADOPTED** in their entirety; and to that end, more specifically, it is further

ORDERED, as follows:

1. That the "present need" obligation of the Municipality, be, and hereby is fixed as **zero (0)** affordable units for the Fourth Round housing cycle.

2. That the "prospective need" obligation of the Municipality, be, and hereby is fixed as **one hundred (100)** affordable units for the Fourth Round Housing cycle; and

3. That the Petitioner is hereby authorized to proceed to the compliance phase with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the "present need" and "prospective need" allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay; and

4. That any and all "challenges" to the Petitioner's Housing Element and Fair Share Plan as adopted by Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this matter, and as provided for and in accordance with Section III.B of AOC Directive #14-24

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner, Petitioner's counsel, and Challenger NJBA's counsel upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.

SO ORDERED:



HON. LINA P. CORRISTON, J.S.C.

Designated Mt. Laurel Judge – Bergen Vicinage

(X) Challenged.

R. 1:7-4(a): Having reviewed and considered the Program Member's Report and Recommendations as well as the terms of Settlement placed on the record by the parties before the Program Member, the Court is satisfied that an arm's length Settlement was reached and entered into by and between the parties, and that the terms of the Settlement attained are fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality. This Settlement disposes of all challenges filed.

Accordingly, the Court hereby adopts in full the Report and Recommendations of the Program Member and accepts the same for the detailed findings and reasons set forth therein. As a result, the Municipality retains all the protections of the above-referenced amendments to the FHA, continues to retain immunity from exclusionary zoning litigation, and that the Program retains jurisdiction for the compliance phase in accordance with the statutory framework and AOC Directive #14-24.

An appropriate form of Order implementing the Program Member's Report and Recommendations accompanies this statement of reasons.

SO ORDERED.