WYCKOFF TOWNSHIP
Bergen County

Third Round
Housing Element
and
Fair Share Plan

Adopted by the Planning Board
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and
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HOUSING ELEMENT

HOUSING ELEMENT

Overview

This Housing Element has been prepared in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28b(3) to address Wyckoff Township's affordable housing obligations for the third round, covering the period from 2004 to 2018 (but also including the housing need generated between 2000 and 2004). This Plan includes the minimum requirements presented at N.J.S.A. 52:27D-310, the Fair Housing Act, and the information required pursuant to N.J.A.C. 5:97-2.3 and 3.2.

According to the Fair Housing Act, municipalities that choose to enact and enforce a zoning ordinance are obligated to prepare and adopt a Housing Element as part of the community's Master Plan. The Fair Housing Act established the Council on Affordable Housing (COAH) as the State agency to administer municipal implementation of municipal Housing Elements and Fair Share Plans and to create rules and regulations regarding the development of low- and moderate-income housing in the State. COAH has established both Procedural and Substantive Rules for municipalities to adhere to in addressing their affordable housing obligations. To receive certification from COAH, a municipality must not only adopt the required Housing Element of the Master Plan but also adopt a Fair Share Plan that includes all of the implementation strategies, including the specific ordinances, plans, timetables and resolutions that are needed to carry out the plan. Once certified by COAH, a municipality's Housing Element and Fair Share Plan is now entitled to a *ten-year* presumption of validity against a builders remedy challenge, as long as the municipality continues to implement the plan in accordance with COAH's approval.

COAH's first round regulations covered the time period from 1987 to 1993. In 1994, COAH adopted new Substantive Rules establishing the requirements for the second round of affordable housing plans, covering the twelve year cumulative period from 1987 to 1999.

The Substantive Rules for COAH's third round were initially adopted on December 20, 2004, to cover the period from January, 2000, to December, 2013. These third round Rules were challenged, and in January of 2007, the Appellate Court invalidated large portions of the 2004 Rules. As a result, COAH went back to the drawing boards and prepared new Rules, which were introduced in December of 2007 and adopted in May of 2008. COAH received an overwhelming number of comments on the December, 2007, Rule proposals. Consequently, when COAH adopted the Rules, it simultaneously introduced a set of comprehensive amendments to the newly adopted Rules. These amendments were adopted in September of 2008. In addition, the New Jersey Legislature adopted amendments to the Fair Housing Act in June of 2008 that were signed into law by the Governor in July of 2008. The amendments to the Fair Housing Act affect, among other things, the requirements for providing very low income housing and the role of non-residential developments in the provision of affordable housing.

The Rules now in effect provide that municipalities address a third round fair share obligation based upon COAH's projections of growth in households and employment in each municipality during the delivery period. Municipalities are required to provide one affordable housing unit

for every four market priced housing units projected and one affordable housing unit for every 16 jobs projected.

Summary of Wyckoff Township's Past Affordable Housing Activities

Wyckoff Township has had a long history of providing affordable housing in response to its Court and COAH-mandated fair share obligations. COAH's initial fair share housing allocation for Wyckoff for the first six year period following the adoption of the Fair Housing Act, establishing COAH, in 1985 (the first round) was 362 units. In October of 1992, Wyckoff was granted a six year Judgment of Repose against further Mount Laurel litigation as a result of its settlement of a lawsuit brought against the Township by the owner (Cervino) of what is now Turtle Creek and the preparation of a Housing Element and Fair Share Plan addressing all of the Township's affordable housing obligation that could not be met in the Turtle Creek development.

As part of the first round compliance plan, a vacant land analysis was undertaken by Harvey Moskowitz, PP, AICP, the Township's planner at the time. A vacant land adjustment was subsequently approved by the Court upon the recommendation of David Kinsey, the Court-appointed Master. Consequently, Wyckoff was only required to address 271 units of its 362 unit calculated fair share obligation, because the Township was found to have insufficient vacant developable land to address all of the 1987-1993 allocation.

The Housing Element and Fair Share Plan approved by the Court in 1992 provided for the development of 14 vacant or partially vacant sites for inclusionary development, either with affordable housing constructed on-site or through payment of contributions in lieu of construction to fund regional contribution agreements. The 14 sites, taken together, provided the opportunity for 271 units of affordable housing to be created, exclusive of potential rental bonuses.

The initial six-year Judgment of Repose was due to expire in October of 1998. Wyckoff prepared, adopted and submitted to COAH a new Housing Element and Fair Share Plan covering the Township's second round fair share obligation in July of 1998, before the expiration of the Judgment of Repose. The second round Housing Element and Fair Share Plan addressed the entire cumulative fair share obligation calculated by COAH in 1993 of 232 units. COAH's reduction in the second round fair share allocation (as compared to the first round fair share allocation, even with Wyckoff's vacant land adjustment) allowed the Township to eliminate certain sites from its plan that had been acquired as open space or that were located in areas otherwise zoned for lower density residential development. These last properties have since been developed or approved for development with single-family dwellings.

The second round plan addressed COAH's entire second round allocation of 232 units. There was no need in the second round plan to invoke the first round vacant land adjustment, since the second round number was achievable without it.

The Township's second round certification was extended by COAH through December 20, 2005, and Wyckoff adopted and submitted a Third Round Plan to COAH in November of 2005. COAH reviewed Wyckoff's Third Round Plan and requested additional information, which was provided to them, but did not complete the process of granting Substantive Certification to Wyckoff.

As a result of the September, 2008, amendments to COAH's Rules as well as the amendments to the Fair Housing Act adopted by the Legislature in June of 2008 and signed into law by the Governor in July of 2008, the Township must now revise its Third Round Housing Element and Fair Share Plan once again. Wyckoff, along with every other municipality in New Jersey, except for certain municipalities in the Highlands Region, is required to submit a revised Housing Element and Fair Share Plan to COAH by December 31, 2008. This document accomplishes the necessary revisions and is intended to meet all of the current requirements of COAH and of the Fair Housing Act.

Housing, Demographic and Employment Information

Appendices A, B and C to this Housing Element contain the Housing, Demographic and Employment background information required by COAH.

Components of the Current Fair Share Obligation

Table I presents the entire cumulative fair share obligation for Wyckoff Township, including the prior round obligation, the rehabilitation obligation determined by COAH based upon the 2000 Census, and the third round obligation determined by COAH based upon COAH's projections of household and employment growth within the Township between 2004 and 2018.

TABLE I
TOTAL CUMULATIVE AFFORDABLE HOUSING OBLIGATION

Prior Round Obligation	221
Rehabilitation Obligation	36
Third Round Obligation	171
Total	**428**

The third round fair share obligation has been calculated by COAH based upon a growth projection of 639 new housing units, which, divided by 5, yields an obligation for 128 new affordable housing units, plus 691 new jobs, which, divided by 16, yields an obligation for 43

affordable housing units, for a total of 171 affordable housing units that will be required to meet the third round fair share obligation yielded by COAH's projections. At least half of these units must be provided as family housing units, available to the general public.

COAH permits certain exclusions in the municipal response to its (COAH's) growth projections. Exclusions are permitted, for example, for market and affordable units and for certain non-residential developments that received or will receive Certificates of Occupancy after January 1, 2004, but were included in a certified second round plan.

In Wyckoff's case, the certified second round plan had called for inclusionary residential development of some vacant parcels of land located adjacent to Boulder Run Shopping Center (Hekemian property), which would result in 16 new affordable rental units. The 2005 Third Round Housing Element and Fair Share Plan submitted by Wyckoff to COAH presented an amendment to the second round plan based upon a new agreement with the owners of the Boulder Run Shopping Center that would eliminate all but five (5) of the market rate residential units, substituting, instead, 80,000 square feet of additional retail, bank, restaurant and other space; the developer would still build all 16 affordable rental units, but within the context of the now "mixed use" shopping center. COAH never rules on that amendment, but it has been implemented by the parties. The Appendices to both the 2005 Third Round Housing Element and Fair Share Plan and to this Third Round Housing Element and Fair Share Plan contain copies of the agreement with the developer and the zoning amendment facilitating the terms of the agreement. This document also contains a copy of the resolution approving the development. This job is currently under construction.

As a result of the Boulder Run approval, the Township has deducted the permitted exemptions for the 21 residential units (5 market and 16 affordable) and 80,000 square feet of retail space (imputed at 136 employees) from the COAH projections, resulting in a new net residential growth figure of 618 units and a new net non-residential growth figure of 555 units, resulting in a projected growth share obligation of 159 units comprised of 124 affordable units attributable to projected residential growth and 35 affordable units attributable to projected non-residential growth.

Given the paucity of vacant land remaining in Wyckoff Township, the Township is not accepting COAH's growth projections, even with the exclusions, but has, instead created a projection of its own based upon the availability of vacant land to accommodate growth. Appendix D to the Housing Element presents Workbook C and the supporting documentation required by COAH.

Regarding the calculation of the portion of the fair share obligation that is attributable to growth in the Township between 2004 and the end of 2008, we noted that some of the New Jersey Construction Reporter data and the data reported by Wyckoff's Construction Department were not in complete agreement. We utilized the slightly higher New Jersey Construction Reporter data for the residential Certificates of Occupancy, but for non-residential COs, we used Wyckoff's own figures, since, for example, all of the UCC Class A-3 floor area that was

approved over that period was for additions to houses of worship, which are now exempted by COAH from the calculation of the growth share obligation. Moreover, Wyckoff typically issues Temporary Certificates of Occupancy, causing some floor area to have been reported twice or even three times in the New Jersey Construction Reporter.

As a result of the analysis of vacant land capacity and the analysis of growth to date, Wyckoff has the following third round fair share obligation, as presented in Tables II through IV below:

TABLE II
REVISED THIRD ROUND AFFORDABLE
HOUSING OBLIGATION - RESIDENTIAL PORTION

Residential Growth Since 1/1/04	65
Capacity for Additional Residential Growth	86
Total Existing/Potential Residential Growth	151
Residential Portion of Growth Share Obligation (151/5)	**30**

TABLE III
REVISED THIRD ROUND AFFORDABLE
HOUSING OBLIGATION - NON-RESIDENTIAL PORTION

Non-Residential Growth Since 1/1/04	483
Capacity for Additional Non-Residential Growth	248
Total Existing/Potential Non-Residential Growth	731
Non-Residential Portion of Growth Share Obligation (731/16)	**46**

TABLE IV
ADJUSTED CUMULATIVE AFFORDABLE
HOUSING OBLIGATION

Rehabilitation Share	**36**
Prior Round	**221**
Residential Adjusted Third Round	30
Non-Residential Adjusted Third Round	46
Total Adjusted Third Round	**76**
Total Adjusted Cumulative Obligation	**333**

Because the adjusted third round number of 76 is more than 10% below COAH's projections, Wyckoff is entitled to the adjustment. The foregoing adjusted number as summarized in Table IV have been used to guide the formulation of Wyckoff's new Third Round Housing Element and Fair Share Plan.

Projected Housing, Demographic and Employment Changes and Capacity to Accommodate Growth Projections

Given the limited number of vacant developable lots in Wyckoff, and the unsuitable condition of most of them, future residential development, with one significant exception, is expected to be confined to infill development of vacant lots and subdivisions of oversized residential lots to create a second lot. The significant exception to this is the Abma Farm, which has been in the Township's Housing Element and Fair Share Plan since the first round. This property has yet to develop. The slowness of this property to develop is not related to its unsuitability for development or even to its zoning. This is Wyckoff's last remaining working farm, and it is a popular institution in the Township. Eventually, it will no longer be viable as a farm, and, at that time, with favorable zoning, this property would be an excellent site for an inclusionary residential development. The owners are simply not yet ready to give up the farm.

As previously indicated, when Wyckoff prepared its first round Housing Element and Fair Share Plan, it sought a vacant land adjustment from the Court. As part of that adjustment, the Township was required to zone all of its larger remaining vacant parcels for inclusionary development. Most of the rezoned parcels did, in fact, develop in accordance with the Court-approved zoning. A couple of the less suitable parcels ended up being acquired as open space, and, with COAH's issuance of lower second round fair share numbers in 1993, the Township was able to drop a couple of additional parcels from the plan, as they were not needed to fulfill the second round obligation. These dropped parcels are no longer available for development, having already been subdivided for construction of single-family homes.

Apart from the additional residential development that will be needed to address the third round fair share obligation, it is likely that Wyckoff will not experience significant amounts of new residential development in the future.

As to non-residential development opportunities, while only one parcel was identified in the analysis of vacant land as being zoned for non-residential purposes (generating the potential for 240 additional jobs, based on Appendix D to COAH' Rules), Wyckoff has experienced significant non-residential development activity over the past few years, as business properties have been expanded and upgraded. It is not known at this time, how much more of this the Township can expect in light of the state of the economy, but the level of activity in recent years has been high. Nevertheless, the number of new job opportunities arising from the reported non-residential activity is apt to be inflated. Most of the new development reported (in addition to construction related to schools, churches or buildings at the Christian Health Care Center) has not involved the development of vacant parcels or the establishment of new businesses, but has been the result of business upgrades. In some cases, existing buildings were even removed, but the lost square footage was not reported, so no credit could be claimed for the replacement of existing space. Thus, while the level of non-residential activity has been high, it has not been as high as it would initially appear.

It is doubtful that, in the current economy, the same level of private investment in business buildings that has occurred since 2004 will continue beyond 2008. If the economy does reverse itself, new non-residential development and employment opportunities can be expected to follow the historic patterns of employment growth in Wyckoff, that is to be confined primarily to the retail business and health care sectors.

Crediting for Past and Recent Affordable Housing Activities

In addition to the development of nearly all of the remaining designated sites in the second round Housing Element and Fair Share Plan, there have been some spontaneous developments of additional affordable housing for senior citizens at the Christian Health Care Center and of group homes (for adults) owned and operated by Eastern Christian Children's Retreat. None of these had been anticipated at the time the second round Housing Element and Fair Share Plan was adopted and certified, and Wyckoff will be seeking credits for these units now.

Some of the sites in the second round plan, however, did not develop. Two of these sites (Sarna and Rockland Electric) have been proposed by the Township to be removed as affordable housing sites due to their significant environmental constraints. COAH will require Wyckoff to justify keeping sites in the plan that have not developed for affordable housing despite the fact that they have been zoned for inclusionary development for a number of years. These sites cannot be justified. The 2005 Third Round Housing Element and Fair Share Plan had included documentation of the environmental conditions that preclude development of nearly all of the Sarna site. Additionally, NJDEP GIS mappings show the Rockland Electric site as being entirely wetlands. Furthermore, Rockland Electric has alerted Wyckoff to its intentions to construct a substation on that site in 3-4 years time.

The tables that follow present a summary of the credits that Wyckoff is entitled to receive for its past housing activities:

TABLE V

STATUS OF PRIOR ROUND AFFORDABLE HOUSING SITES AND CREDITS

Project Name	**Category**	**L/M Units/Credits**
Barrister Farms	Family Sales and RCA	17 sales units and 25 RCA
Snyder Farms	RCA	9 RCA
Fieldstone Manor (Moss Type)	Family Rentals	13 rental units plus 13 rental bonuses
Turtle Creek (Cervino)	Family Sales	4 sales units
Windmill Farms (Passaro Sheep Farm)	RCA	8 RCA
Wyckoff Commons (Jones)	Family Sales and RCA	2 sales units and 2 RCA
Sarna (undeveloped, zoned)	To be rezoned in Third Round Plan (no longer Inclusionary)	0
Rockland (undeveloped, zoned)	To be rezoned in Third Round (no longer inclusionary)	0
Abma (undeveloped, zoned)	Zoned Inclusionary	53 sales or 40 rentals, all family units (reduction of 53)
Hekemian/Boulder Run	Family Rentals	16 rental units by agreement plus 16 rental bonuses
Total		**178 (149 plus 29 rental bonuses)**

As the foregoing table indicates, even if the Abma Farms site were to be built out, and assuming that COAH concurs as to the unsuitability of the Rockland Electric site (Block 202, Lot 7.02) and Sarna site (Block 320, Lot 10.02), Wyckoff still comes up 43 units short of its prior round obligation.

This shortfall is more than fully addressed with the units created at Eastern Christian Children's Retreat and with the units at the Christian Health Care Center, although COAH has not yet verified these credits:

TABLE VI
ADDITIONAL CREDITS FROM DEVELOPMENTS
NOT INCLUDED IN SECOND ROUND PLAN

CHCC - Evergreen Court	Age Restricted Rentals	24 age-restricted rental units plus 4 rental bonuses on 12 of these units
CHCC - Longview	Assisted Living (Age-Restricted)	12 age-restricted rental units
ECCR - Holly Lodge	Group Home for Dev. Dis. Adults	4 (bedrooms) plus 4 rental bonuses
ECCR - Oak Lodge	Group Home for Dev. Dis. Adults	4 (bedrooms) plus 4 rental bonuses
ECCR - Willow Lodge	Group Home for Dev. Dis. Adults	4 (bedrooms) plus 4 rental bonuses
ECCR - 694 Mountain Avenue	Supervised Apt. for Dev. Dis. Adults	2 (bedrooms) plus 2 rental bonuses
Total		**68 (50 plus 18 rental bonuses**

As a result of all of the above developments, and assuming all of the projects and units are as creditworthy as the Township anticipates they will be, the Township is entering its third round with a 25 unit surplus of credits (assuming the development of 53 affordable units at the Abma site). If these units are switched out, however, and the Abma site is treated not as a second round site, but as a third round site, because it has NOT yet developed and because COAH requires all of the available credits for existing development to be applied to the prior round first, then the Township will have a 28 unit deficit in its second round obligation.

The Township's second round plan, with the substitution of built projects for the remaining zoned but as yet unbuilt project (Abma), satisfies all of COAH's other requirements for the prior round except for the total number of units/credits.

The maximum of 116 RCA units (half of 232 units, with the previous rehabilitation obligation of 11 units included) was not exceeded (only 44 units were transferred by RCA); the number of age restricted units for which the Township was permitted to claim credit in the second round was 44, and only 36 age-restricted units have been created at the Christian Health Care Center. The Township's rental obligation for the second round (56 units) has been fully satisfied by the 13 affordable family rental units built at Fieldstone and the 16 affordable family rental units being built at Boulder Run as well as by the 12 group home bedrooms (ECCR), the 2 bedroom supervised apartment (ECCR) and 12 of the Evergreen Court age-restricted rentals (CCHC). There is an issue regarding the low/moderate split at Fieldstone that Township staff is working to resolve in order to retain all 13 credits for the affordable rental units built there.

Addressing the Third Round Fair Share Obligation

According to COAH's Rules, the maximum number of units that can be age-restricted in the third round is, as it was in the prior round, 25% of the third round obligation, or, in Wyckoff's case, 19 units, which is 25% of the adjusted third round obligation. The Township is not proposing any new inclusionary age-restricted housing developments at this time.

The Township has a third round rental obligation of 19 units, which is 25% of the 76 unit adjusted fair share obligation. If the rental obligation is fully satisfied, with at least 50% of the rental units being family rental units available to the general public, the Township will be eligible to receive rental bonuses at the rate of two credits (one being the rental bonus) for each excess family rental unit over and above those counted toward fulfillment of the rental obligation that is available to the general public. Bonus credits for excess rental units and for certain other mechanisms in COAH's Rules may be used to satisfy up to 25% (or 19 units) of the adjusted third round obligation, meaning that if Wyckoff maximizes rental opportunities, and, hence, the chance to capture bonus credits, only 57 new affordable units would actually have to be built in Wyckoff to satisfy the adjusted third round obligation.

Based upon the new amendments to the Fair Housing Act, the Township also has an obligation to provide very low income housing. At least 13% of all affordable housing units created to satisfy the third round obligation must be affordable to households earning 30% or less of median income, and at least 50% of this very low income housing must be in the form of family units available to the general public. *In Wyckoff's case, the very low income housing obligation would be 8 units, which is 13% of 57 new units, assuming the Township's plan maximizes rental units (and thus the opportunity to capture bonus credits rather than build additional units).*

Third Round Rehabilitation Obligation

Wyckoff Township has already seen six (6) units that are occupied by qualified low and moderate income households rehabilitated since April 1, 2000. This rehabilitation was undertaken by the Bergen County Department of Community Development (BCCD) pursuant to an Interlocal Agreement. The Appendices to this Housing Element contain the required documentation concerning the rehabilitation of these 6 units.

The entire rehabilitation obligation assigned to Wyckoff by COAH is 36 units. The rehabilitation of the six (6) units described above leaves the Township with 30 more units remaining to be rehabilitated.

BCCD's rehabilitation program only serves owner-occupied units. Under COAH's current Rules, any housing rehabilitation program must now be available to rented units as well as to owner occupied units, as long as the tenant household is income qualified. Additionally, all units that are rehabilitated are now required to be subject to affordability controls for a period of 10

years. Moreover, a minimum of $10,000 must be spent in the hard costs of rehabilitation, not including administrative costs, and the rehabilitation work must include at least one major system and the correction of all Code violations.

It is Wyckoff's intention to amend the terms of its Interlocal Agreement with BCCD to include rental units in the rehabilitation program. It is anticipated that Bergen County will require Wyckoff to fund the rental rehabilitation program, since the funding that BCCD uses does not cover rental units, but that it will agree to administer the program for Wyckoff, with the possible assessment of a modest administrative fee, at least on the rental units.

The Appendices to the Fair Share Plan include a copy of a proposed Rehabilitation Manual covering both owner-occupied and renter-occupied units. It is anticipated that this Manual will be modified based upon its review by BCCD, who will have to work with it. Additionally, a proposed new Interlocal Agreement with BCCD is included in the same Appendix.

Third Round Affordable Housing Plan

Wyckoff's strategy for meeting its adjusted third round obligation and also fulfilling the balance of its prior round obligation is twofold:

First, assuming that all of the credits for existing affordable housing outlined in Tables V and VI will be applied to the prior round obligation, it is proposed that the Abma Farm site, which is being retained in the plan despite its persistent failure to develop in accordance with the inclusionary residential zoning that is already in place, be reconsidered in light of COAH's modified third round densities and set-asides.

The Abma Farm is currently zoned for inclusionary residential development at a density of 10 units per acre. If the zoning of this 27+ acre site were to be increased to 14 units per acre, if developed with rental units, and 11 units per acre, if developed with for sale units, it would be considerably more attractive for this type of development. Moreover, its yield in terms of the number of potential affordable units, would be much greater than the affordable unit yield currently anticipated based on the existing zoning.

COAH's current Rules now require a minimum presumptive density of 12 units per acre for projects containing rental affordable units and 8 units per acre for projects containing for sale affordable units. COAH's current Rules also now provide for higher set-asides (25% for affordable units that are for sale and 20% for affordable units that are for rent).

If the density on the Abma site were to be increased to 14 units per acre for rentals with a 20% set-aside, as many as 75 affordable rental units would be yielded, and if the density for sales units were increased to 11 units per acre, with a set-aside of 25%, it would yield as many as 74 affordable for sale units. Clearly, there would be an incentive to do the rental units, due to the higher density and lower set-aside associated with that alternative.

As previously indicated, COAH is likely to apply all of Wyckoff's built units and credits against the shortfall for the prior round, which would still leave the Township with a shortfall of 28 units not counting the Abma Farm. Any affordable units constructed at Abma would be applied first to this 28 unit shortfall, and the excess (or 47 units) would carry over into the third round. Assuming that the Abma Farm does develop with rental units, Wyckoff not only would receive credits for each of these 47 rental units but also would be eligible for 19 rental bonuses, bringing the total to 66 third round credits (plus the 28 prior round credits) and leaving the Township with only 10 additional units still to be provided to meet the third round obligation.

If the Abma Farm were to develop with for sale units instead, the Township would have 46 credits available to apply to its third round obligation, and 28 credits to apply to the prior round, but no rental bonuses. The remaining obligation in this event would be 30 units.

The second strategy that Wyckoff proposes to complete the fulfillment of its third round obligation is a 100% affordable Municipal Construction/Redevelopment Project on a yet to be named site, to be initiated in 2013 and completed by 2017, at the latest.

The municipal construction project would target a minimum of 30 affordable rental units (or more, if growth exceeds the current adjusted projection). This would satisfy the Township's entire rental obligation, in the event Abma does not develop as a rental project, and entitle the Township to rental bonuses for each rental unit over the 19 unit rental obligation (11 bonuses).

If before the start of the Municipal Construction/Redevelopment Project, the Abma Farm develops as a rental project, or other affordable housing opportunities open up, then the scope of the Municipal Construction/Redevelopment Project may be able to be adjusted accordingly, subject to COAH's approval and the needs of the program itself. As is customary for 100% affordable municipal construction projects, Wyckoff would contract with an experienced affordable housing developer who would obtain the funding, design, build, market and manage the units in the development.

COAH's Rules now allow municipalities to phase in compliance with the third round obligation, such that redevelopment projects and 100% municipal affordable housing projects (that do not rely on the availability of vacant land, in the case of a town receiving an adjustment) may be planned but need not be fully executed at the time the Third Round Housing Element and Fair Share Plan is submitted for substantive certification. The Appendices to the Fair Share Plan must include a detailed timetable for completing tasks such as site identification, site control, a contract with a developer or redeveloper, preparation of a *pro forma*, securing funding, etc. The proposed timetable for this project is included in the Appendices to the Fair Share Plan.

Development Fees and Spending Plan

Wyckoff Township will adopt a new Development Fee Ordinance which will be submitted to COAH for approval before it is implemented. The new Development Fee Ordinance calls for residential developers to pay a mandatory fee of 1 and 1/2 percent of equalized assessed

valuation and for non-residential developers to pay a mandatory fee of 2 and 1/2% of equalized assessed valuation, with exemptions for certain classes of development.

To the extent that commercial and industrial non-residential developers will be paying mandatory 2 and 1/2% development fees, and assuming that Wyckoff will be allowed to retain those fees, the funds generated by the non-residential fees and by any residential fees collected pursuant to the Development Fee Ordinance, plus interest that has been or may be earned on these deposits, will be used in one of two ways: to fund the Township's housing rehabilitation program and/or to supplement what the Township will be paying to implement its Fair Share Plan for the third round. The Spending Plan presented in the Appendix to the Fair Share Plan addresses these proposed uses of moneys in the Township's Affordable Housing Trust Fund.

The Township will undoubtedly have to bond to cover the cost of acquiring a site that can be redeveloped as a 100% affordable Municipal Construction/Redevelopment project. The Township Committee will adopt a resolution of intent to cover any shortfall in the costs of its affordable housing program. A copy of the resolution is included with the Spending Plan in the Appendices to the Fair Share Plan.

Third Round Rental Obligation

The Table below identifies the units that are proposed to be used to satisfy the third round rental obligation:

TABLE VII
PROPOSED AFFORDABLE UNITS ASSIGNED TO THE THIRD ROUND RENTAL OBLIGATION

Development	**Units**
Abma Farm - Zoned	47 out of 75 family rental units
100% Affordable Municipal Construction/Redevelopment Project	30 family rental units
Total Potential Rental Units	**77 units**

The Township's 19 unit third round rental obligation will not only be met by the foregoing, it will be exceeded, whether the Abma Farm develops with rental units or not. All of the proposed rental units would be family rental units available to the general public. Thus, any rental units constructed over and above the 19 unit rental obligation will entitle the Township to rental bonuses up to 25% of the adjusted third round obligation (or the potential for 19 rental bonuses).

Third Round Very Low Income Housing Obligation

Wyckoff Township will be obligated to provide 13% of all of the units *built in fulfillment* of the third round obligation as very low income housing units (affordable to households earning 30% or less of median income), and at least half of these have to be very low income units available to family households. As previously stated, this means that Wyckoff will likely be required to provide at least 8 very low income units as part of its plan.

Under the Uniform Housing Affordability Controls (UHAC) adopted by COAH, at least 10% of all affordable units in a rental project are required to be affordable to very low income households. This is another way in which the construction of affordable rental units is a benefit to Wyckoff's affordable housing plan. If the Abma Farm were to develop as a rental project, providing 75 affordable rental units, 7-8 of these affordable units would be required to be very low income units, and all of these could be allocated to the third round, since very low income housing was not a requirement of the prior round. This would essentially fulfill Wyckoff's very low income housing requirement.

If Abma Farm develops with for sale units, however, the burden will fall to the Township to provide most of the very low income units needed in the context of its own 100% affordable Municipal Construction/Redevelopment project.

For a 30 unit project, the Township could reasonably expect the developer contracted to build the project to provide 3 very low income units. The Township could then provide an additional funding subsidy to increase this number.

Alternatively, since up to half of the very low income housing obligation is permitted to be met with housing units that are either age-restricted or are otherwise not available to the general public, any additional supportive shared living units (generally occupied by very low income households) that may be created in the future by Eastern Christian Children's Retreat could be used to help meet a portion of the very low income housing obligation.

Consideration of Other Sites Proposed for Affordable Housing

At this time, no developers in Wyckoff have come forward with proposals to build affordable housing.

Availability of Infrastructure

The Abma Farm, and, indeed, all of Wyckoff, is located in a sewer and water service area and has access to these public utilities.

Effect on Anticipated Land Use Patterns, Anticipated Demand for Projected Growth and Economic Development Policies

The Abma Farm has long been zoned for inclusionary residential development. Increasing the density on this site to make it more attractive for such development and raise the potential affordable housing yield generated by that property will not undermine the Township's established land use pattern.

It will be incumbent upon Wyckoff Township officials, in selecting a site for a 100% affordable Municipal Construction/Redevelopment project, to choose a location which will be appropriate both from the perspective of the households that will eventually reside there and from the perspective of the development that exists around whatever site is selected.

Only time will tell whether the Abma Farm will be developed in accordance with the proposed new zoning (for increased densities). Enhancing the incentives for the development of rental units may actually accelerate the development of this property at a time when new households or households in transition may not be able to enter the housing market and purchase a home.

The second part of the Township's third round plan, however, is within the control of the municipality, and is not dependent upon the same economic circumstances that affect the decisions made by a private landowner.

Constraints on Development

Wyckoff Township is located entirely in Planning Area 1, the Metropolitan Planning Area, on the State Plan.

The proposal to increase the permitted density of development on the Abma Farm site and the proposal to undertake a 100% affordable Municipal Construction/Redevelopment project on an as yet unnamed site are both consistent with the objectives of the State Plan for Planning Area 1 - to increase redevelopment opportunities, encourage infill development, and establish high enough densities to promote the efficient delivery of services.

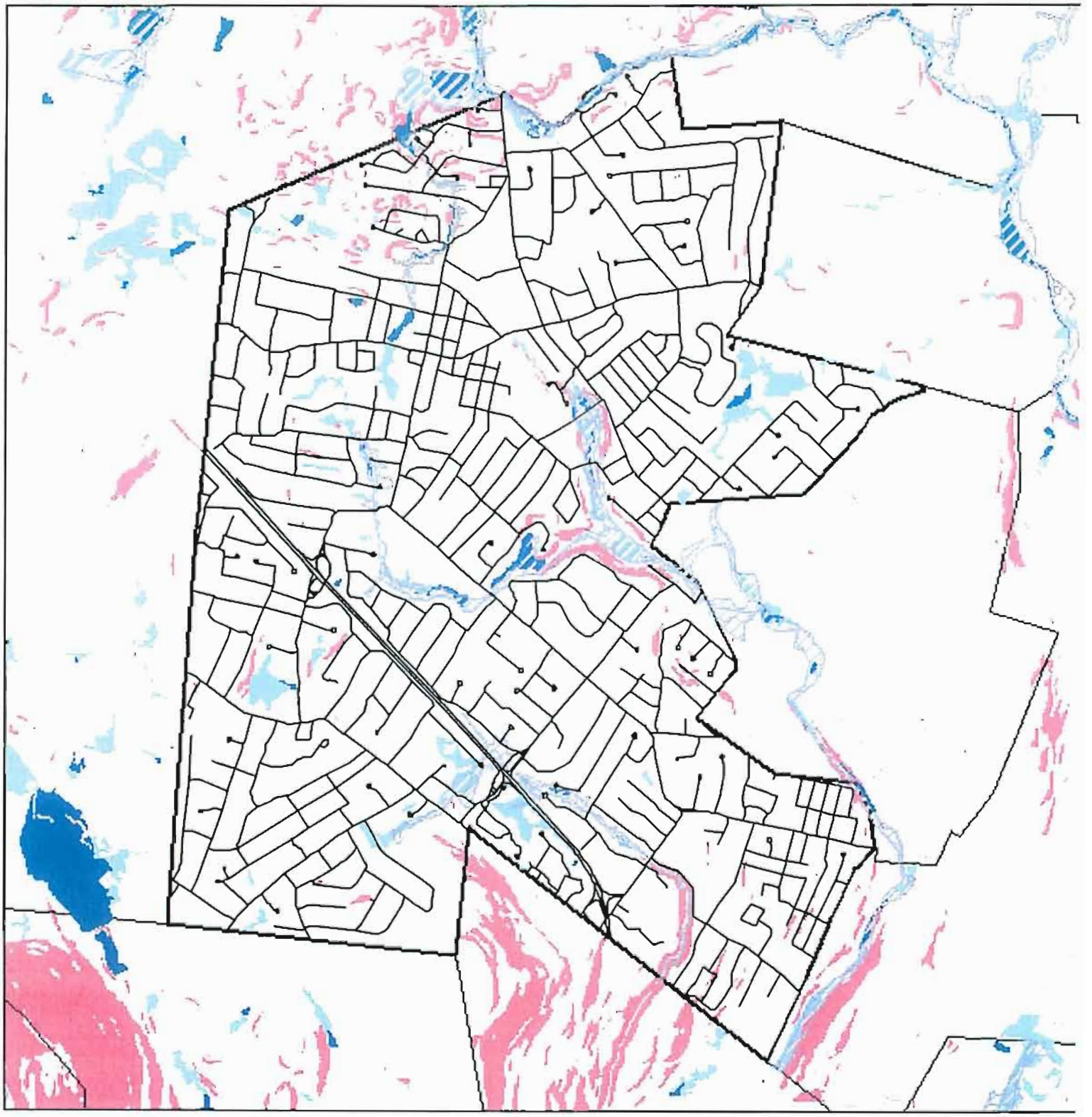
Much of Wyckoff Township's remaining vacant land is heavily constrained by wetlands and steep slopes. The Abma Farm is no exception. What distinguishes the Abma Farm site, however, from other vacant properties in Wyckoff is its sheer size and the fact that it has at least 10 acres (and perhaps more) of contiguous developable land free from any environmental constraints.

A Township-wide Environmental Constraints Map is presented on the following page.

Environmental Constraints

Wyckoff Township
Bergen County, New Jersey

November 2008



Legend

- 100 yr. Floodplain (BFE's Determined)
- WATER
- WETLANDS
- 15% Slope or Greater
- Road

0 0.5 1 Miles

N W E S

Data Source
NJDE

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDE verified and is not State-authorized.

Summary of Wyckoff's Affordable Housing Plan for Third Round

Wyckoff Township will address its current cumulative affordable housing obligation as follows:

Prior Round Obligation	221 new units	Balance of obligation to be addressed with first 28 units constructed at Abma Farm site.
Rehabilitation Obligation	36 units	6 units previously rehabilitated; balance to be addressed through a 30 unit rehabilitation program to be administered by Bergen County Community Development.
		Phase One
Third Round Obligation	76 units	Portion of obligation to be addressed with 46-47 units (not allocated to prior round) at Abma Farm - potential for 19 rental bonuses (if developed as rentals).
		Phase Two
		30 units at as yet unnamed site plus 11 rental bonuses if not taken on Abma Farm development = 41 credits.
	Third Round Subtotal:	minimum of 87 units/credits (surplus of 11); maximum of 96 units/credits (surplus of 20).
	TOTAL:	344 - 353 units/credits (surplus of 11-20 credits)

The foregoing plan provides sufficient flexibility so that if Wyckoff should experience unexpected growth, there is room to accommodate the additional affordable housing obligation generated by that growth. Alternatively, if the choice of sites for a 100% affordable Municipal Construction/Redevelopment project is limited to sites that cannot support as many as 30 units, the Township can downsize the project without being out of compliance with its growth share obligation.

The Appendices to this Housing Element and Fair Share Plan include the documentation and support required by COAH for each of the foregoing programs, including a new Affordable Housing Ordinance, a new Affirmative Marketing Plan and the Township's proposed Development Fee Ordinance and Spending Plan.

Wyckoff has successfully administered its own affordable housing program through its Affordable Housing Project Team. It expects to continue this practice, subject to adjustments to account for changes in COAH's Rules and the implementation of the Uniform Housing Affordability Controls (UHAC). A copy of the Township's Manual is on file with COAH.

HOUSING ELEMENT
APPENDICES

APPENDIX A
INVENTORY OF MUNICIPAL HOUSING CONDITIONS

APPENDIX A

Inventory of Municipal Housing Conditions

The primary source of information for the inventory of the Township's housing stock is the 2000 U.S. Census, with data reflecting conditions in 2000.

According to the 2000 Census, the Township had 5,638 housing units, of which 5,541 (98%) are occupied. Table 1 identifies the units in a structure by tenure; as used throughout this Plan Element, "tenure" refers to whether a unit is owner-occupied or renter-occupied. While the Township largely consisted of one-family, detached dwellings (90% of the total, compared to 55% in the County), there were 1,586 units in attached or multi-family structures. The Township has a lower percentage of renter-occupied units, 7%, compared to 32% in Bergen County and 32% in the State.

Table 1: Units in Structure by Tenure

Units in Structure	Vacant Units	Occupied Units		
		Total	Owner	Renter
1, detached	66	4,986	4,811	175
1, attached	21	249	229	20
2 or more units	10	299	96	203
Other	0	7	7	0
Mobile home or trailer	0	0	0	0
Total	97	5,541	5,143	398

Source: 2000 U.S. Census, Summary Tape File 3 (STF-3) for Township, QT-H10 and DP-4.

Table 2 indicates the year housing units were built by tenure, while Table 3 compares the Township to Bergen County and the State. Approximately 75% of the owner-occupied units in the Township have been built prior to 1970. Most renter-occupied units (78%) were also built prior to 1970.

Table 2: Year Structure Built by Tenure

Year Built	Vacant Units	Occupied Units		
		Total	Owner	Renter
1990-2000	8	469	402	67
1980-1989	16	439	422	17
1970-1979	17	470	465	5
1960-1969	0	1,415	1,363	52
1950-1959	33	1,425	1,333	92
1940-1949	0	646	588	58
Pre-1940	23	677	570	107

Source: 2000 U.S. Census, STF-3 for Township, QT-H7.

Table 3 compares the year of construction for all dwelling units in the Township to Bergen County and the State. The Township had a much larger percentage of units built between 1960 and 1969 than did the County or State, and a smaller percentage of units built after 1970. This is clearly seen in the median year built between the State (1962), County (1955) and Township (1960).

Table 3: Comparison of Year of Construction for Township, County, and State

Year Built	%		
	Wyckoff Township	Bergen County	New Jersey
1990 – 2000	8.4	5.9	10.5
1980 – 1989	8.1	7.8	12.4
1970 – 1979	8.6	9.8	14.0
1960 – 1969	25.1	15.4	15.9
1940 – 1959	37.4	38.4	27.1
Pre-1940	12.4	22.7	20.1
Median Year	1960	1955	1962

Source: 2000 U.S. Census, SF-3 for Township, County, and State, DP-4.

The 2000 Census documented household size in occupied housing units by tenure, and the number of bedrooms per unit by tenure; these data are reported in Tables 4 and 5, respectively. Table 4 indicates that renter-occupied units generally housed smaller households, with 70% of renter-occupied units having 2 persons or fewer compared to 45% of owner-occupied units. Table 5 indicates that renter-occupied units generally have fewer bedrooms, with 616% having two bedrooms or fewer, compared to 10% of owner-occupied units.

Table 4: Household Size in Occupied Housing Units by Tenure

Household Size	Total Units	Owner-occupied Units	Renter-occupied Units
1 person	813	640	173
2 persons	1,798	1,691	107
3 persons	996	933	63
4 persons	1,246	1,209	37
5 persons	525	519	6
6 persons	128	116	12
7+ persons	35	35	0
Total	5,541	5,143	398

Source: 2000 U.S. Census, SF-3 for Township, H-17.

Table 5: Number of Bedrooms per Unit by Tenure

Number of Bedrooms	Total Units	(%)	Vacant Units	Occupied Units		
				Total	Owner	Renter
No bedroom	46	.8	10	36	7	29
1 bedroom	130	2.3	0	130	36	94
2 bedrooms	595	10.6	3	592	474	118
3 bedrooms	1,955	34.7	46	1,909	1,811	98
4 bedrooms	2,139	37.9	12	2,127	2,075	52
5+ bedrooms	773	13.7	26	747	740	7

Source: 2000 U.S. Census, SF-3 for Township, QT-H8 and QT-H5.

Table 6 compares the Township's average household size for all occupied units, owner-occupied units, and renter-occupied units in 2000 to those of the County and State. The Township's average household size for owner-occupied units was higher than the State and the County. The average household size for renter-occupied units was lower than the County and the State.

Table 6: Average Household Size for Occupied Units for Township, County, and State

Jurisdiction	All Occupied Units	Owner-occupied units	Renter-occupied units
Wyckoff Township	2.89	2.94	2.21
Bergen County	2.64	2.82	2.26
New Jersey	2.68	2.81	2.43

Source: 2000 U.S. Census, SF-1 for Township, County, and State, DP-1.

The distribution of bedrooms per unit, shown in Table 7, indicates that the Township contained fewer small units (0-3 bedroom) than the County or State in 2000, and more large units (4 or more bedroom) than either the County or State.

Table 7: Percentage of All Units by Number of Bedrooms

Jurisdiction	None or one	Two or Three	Four or More
Wyckoff Township	3.1	45.3	51.6
Bergen County	20.3	55.8	23.9
New Jersey	18.3	59.2	22.6

Source: 2000 U.S. Census, SF-3 for Township, County, and State, QT-H4.

In addition to data concerning occupancy characteristics, the 2000 Census includes a number of indicators, or surrogates, which relate to the condition of the housing stock. These indicators are used by the Council on Affordable Housing (COAH) in calculating a municipality's deteriorated units and indigenous need. In the first Two Rounds of COAH's fair share allocations (1987-1999), COAH used seven indicators to calculate indigenous need: age of dwelling; plumbing facilities; kitchen facilities; persons per room; heating fuel; sewer; and, water. In the Round Three rules, COAH has reduced this to three indicators, which, in addition to age of unit with more than 1 persons per room (Pre-1940 units in Table 2), are the following, as described in COAH's rules.

Plumbing Facilities Inadequate plumbing is indicated by either a lack of exclusive use of plumbing or incomplete plumbing facilities.

Kitchen Facilities Inadequate kitchen facilities are indicated by shared use of a kitchen or the non-presence of a sink with piped water, a stove, or a refrigerator.

Table 8 compares the Township, County, and State for the above indicators of housing quality. The Township had fewer units with inadequate plumbing than the State and more units with inadequate kitchen facilities than the County.

Table 8: Housing Quality for Township, County, and State

Condition	%		
	Wyckoff Township	Bergen County	New Jersey
Inadequate plumbing [1]	.4	.4	0.7
Inadequate kitchen [1]	.8	.5	0.8
Overcrowding	.2	4.4	1.1

Notes: [1]The universe for these factors is all housing units.
Source: 2000 U.S. Census, SF-3 for Township, County, and State QT-H4.

The last factors used to describe the municipal housing stock are the housing values and gross rents for residential units. With regard to values, the 2000 Census offers a summary of housing values, seen in Table 9, which indicate that 80% of all residential properties in the Township were valued over $300,000, with a median price of $417,500.

Table 9: Value of Owner Occupied Residential Units

Value	Number of Units	%
$0 – 50,000	24	.5
$50,000 – 99,999	0	0
$100,000 – 149,999	29	.6
$150,000 – 199,999	124	2.5
$200,000 – 299,999	820	16.6
$300,000 – 499,999	2,455	49.7
$500,000 – 999,999	1,450	29.4
$1,000,000 +	38	.8

Source: 2000 U.S. Census, SF-3 for Township, County, and State, DP-4.

The data in Table 10 indicate that in 2000 virtually all housing units rented for more than $750/month (75%) with the largest percentage, 30.4%, found between $1,000 and $1,499 per month, and 22.6% of the units renting for over $1,500/ month.

Table 10: Gross Rents for Specified Renter-Occupied Housing Units[1]

Monthly Rent	Number of Units	%
Under $200	5	1.3
$200 – 299	0	0
$300 – 499	15	3.8
$500 – 749	40	10.1
$750 – 999	86	21.6
$1,000 – 1,499	121	30.4
$1,500 or more	90	22.6
No Cash Rent	41	10.3

Note: Median gross rent for Wyckoff Township is $1,114.
Source: 2000 U.S. Census, SF-3 for Township, QT-H12.

The data in Table 11 indicate that in 2000 there were 145 renter households earning less than $35,000 annually. At least 119 of these households were paying more than 30% of their income for rent; a figure of 30% is considered the limit of affordability for rental housing costs.

Table 11: Household Income in 1999 by Gross Rent as a Percentage of Household Income in 1999[1]

Income	Number of Households	Percentage of Household Income					
		0 – 19%	20 – 24%	25 – 29%	30 – 34%	35% +	Not computed
< $10,000	29	0	0	5	0	18	6
$10,000 – 19,999	56	0	0	8	0	48	0
$20,000 – 34,999	60	0	0	7	0	53	0
$35,000 +	253	78	44	22	27	47	35

Note: [1]The universe for this Table is specified renter-occupied housing units.
Source: 2000 U.S. Census, SF-3 for Township, QT-H13.

APPENDIX B
ANALYSIS OF DEMOGRAPHIC CHARACTERISTICS

APPENDIX B

Analysis of Demographic Characteristics

As with the inventory of the municipal housing stock, the primary source of information for the analysis of the demographic characteristics of the Township's residents is the 2000 U.S. Census. The Census data provide a wealth of information concerning the characteristics of the Township's population in 2000.

The 2000 Census indicates that the Township had 16,508 residents, or 1,136 more residents than in 1990, a 7% increase. The Township's 7% increase in the 1990's is matched by a 7% increase in Bergen County as a whole. There was an 8% increase in New Jersey.

The age distribution of the Township's residents is shown in Table 1. The 35 to 54 age group has the highest population in the Township with the 0-4 age group having the least amount of persons.

Table 1: Population by Age

Age	Total Persons	%
0-4	1,185	7.2
5 – 19	3,736	22.7
20 – 34	1,669	10.1
35 – 54	5,611	34
55 – 69	1,704	10.3
70 +	2,603	15.7
Total	**16,508**	**100**

Source: 2000 U.S. Census, SF-1 for Township of Wyckoff, QT-P1.

Table 2 compares the Township to the County and State for the same age categories. The principal differences among the Township, County, and State occur in the age categories 5-19 and 35-54, where the Township had a higher percentage of its population located in these cohorts.

TABLE 2: Comparison of Age Distribution for Township, County, and State (% of persons)

Age	Wyckoff Township	Bergen County	New Jersey
0-4	7.2	6.3	6.7
5 – 19	22.7	18.5	20.4
20 – 34	10.1	18	19.9
35 – 54	34	31.9	30.9
55 – 69	10.3	9.9	12.4
70 +	15.7	15.2	9.7
Median	**40.9**	**39.1**	**36.7**

Source: 2000 U.S. Census, SF-1 for Township, County, and State. QT-P1.

Table 3 provides the Census data on household size for the Township, while Table 4 compares household sizes in the Township to those in Bergen County and the State. The Township had a lower percentage of households with 1 person but a higher percentage of households with 4 to 5 persons than the County or State.

Table 3: Persons in Household

Household Size	Number of Households
1 person	819
2 persons	1,801
3 persons	991
4 persons	1,248
5 persons	523
6 persons	128
7 or more persons	31

Source: 2000 U.S. Census, STF-1 for Township of Wyckoff, QT-P10.

Table 4: Comparison of Persons in Household for Township, County, and State (% of households)

Household Size	Wyckoff Township	Bergen County	New Jersey
1 person	14.8	24.7	24.5
2 persons	32.5	30.7	30.3
3 persons	17.9	17.5	17.3
4 persons	22.5	16.4	16.0
5 persons	9.4	7.1	7.5
6 persons	2.3	2.4	2.7
7 or more persons	.6	1.2	1.7
Persons per household	2.89	2.64	2.68

Source: 2000 U.S. Census, SF-1 for Township, County, and State, QT-P10.

Table 5 presents a detailed breakdown of the Township's population by household type and relationship. There were 4,634 family households in the Township and 907 non-family households; a family household includes a householder living with one or more persons related to him or her by birth, marriage, or adoption, while a non-family household includes a householder living alone or with non-relatives only. In terms of the proportion of family and non-family households, the Township had more family households than the County or State (86% for the Township, 80% for the County, and 70.3% for the State).

Table 5: Persons by Household Type and Relationship

	Total
In family Households:	**4,634**
Married	4,192
Child	2,407
In Non-Family Households:	**907**
Male householder:	289
Living alone	237
Not living alone	52
Female householder:	618
Living alone	582
Not living alone	36
In group quarters:	**492**
Institutionalized (Nursing Homes):	392
Non-institutionalized	100

Source: 2000 U.S. Census, SF-1 for Township of Wyckoff, QT-P11 and QT-P12.

Table 6 provides 1999 income data for the Township, County, and State. The Township's per capita and median household and family incomes were all higher than those of the State and County. The definitions used for households and families in Table 6 are similar to those identified in the description of Table 5, so that the households figure in Table 6 includes families.

Table 6: 1999 Income for Township, County, and State

Jurisdiction	Per Capita Income	Median Income	
		Households	Families
Wyckoff Township	49,375	103,614	111,864
Bergen County	33,638	65,241	78,079
New Jersey	27,006	55,146	65,370

Source: 2000 U.S. Census, SF-3 for Township, County, and State, DP-3.

Table 7 addresses the lower end of the income spectrum, providing data on poverty levels for persons and families in 1999. The determination of poverty status and the associated income levels were based on the cost of an economy food plan and ranged from an annual income of $9,570 for a one-person family to $32,390 for an eight-person family (three-person family is $16,090) (determined for 2005). According to the data in Table 7, the Township had proportionately fewer persons and families qualifying for poverty status in 1999 than the County and State. The percentages in Table 7 translate to 290 persons and 49 families in poverty status. Thus, the non-family households have a larger share of the population in poverty status.

Table 7: Poverty Status for Persons and Families for Township, County, and State (% with 1999 income below poverty)

Jurisdiction	Persons (%)	Families (%)
Wyckoff Township	1.8	1.1
Bergen County	5	3.4
New Jersey	8.5	6.3

Source: 2000 U.S. Census, SF-3 for Township, County, and State, DP-3.

The U.S. Census includes a vast array of additional demographic data that provide interesting insights into an area's population. For example, Table 8 provides a comparison of the percent of persons who resided in the same home in 1995 as in 2000; this is a surrogate measure of the mobility/stability of a population. The data indicate that the percentage of Township residents residing in the same house in 2000 as in 1995 was higher than that of either the County or the State.

Table 8: Comparison of Place of Residence for Township, County and State (1995-2000)

Jurisdiction	Percent living in same house in 1995
Wyckoff Township	68.8
Bergen County	62.8
New Jersey	59.8

Source: 2000 U.S. Census, SF-3 for Township, County, and State, DP-2.

Table 9 compares the educational attainment for Township, County, and State residents. The data indicated that more Township residents exceeded the County and State in educational attainment.

Table 9: Educational Attainment for Township, County, and State Residents (Persons 25 years and over)

Jurisdiction	Percent (%) high school graduates or higher	Percent (%) with bachelor's degree or higher
Wyckoff Township	93.8	56.6
Bergen County	86.6	38.2
New Jersey	82.1	29.8

Source: 2000 U.S. Census, SF-3 for Township, County, and State, DP-2.

The 2000 Census also provides data on the means of transportation which people use to reach their place of work. Table 10 compares the Census data for the Township, County, and State relative to driving alone, carpooling, using public transit, and using other means of transportation. The Township had a relatively high percentage of those who drive alone, and a relatively low percentage of workers who carpool or use public transit. Of the 6% of workers who resided in the Township and used other means of transportation to reach work, 349 workers worked at home and 72 workers walked to work.

Table 10: Means of Transportation to Work for Township, County and State Residents (Workers 16 years old and over)

Jurisdiction	Percent who drive alone	Percent in carpools	Percent using public transit	Percent using other means
Wyckoff Township	78.7	6.1	9.3	6
Bergen County	72.8	9.7	11	6.5
New Jersey	73	10.6	9.6	0.9

Source: 2000 U.S. Census, SF-3 for Township, County, and State, DP-3.

APPENDIX C
SUMMARY OF EMPLOYMENT DATA

Appendix C

Summary of Employment Data

The 2000 Census provides detailed information on a municipality's resident population regarding their means of employment. Employment characteristics are describes in two ways: first, by occupation, which is the type of work the employee performs; and second, by industry, or the type of business in which the employee works. Table 1 outlines these two characteristics for the residents of Wyckoff Township.

Table 1
Selected Employment Characteristics of Resident Population

Employed civilian population 16 years and over	**7,359**	**100.0**
OCCUPATION		
Management, professional, and related occupations	**4,139**	**56.2**
Service occupations	453	6.2
Sales and office occupations	2,109	28.7
Farming, fishing, and forestry occupations	5	0.1
Construction, extraction, and maintenance occupations	289	3.9
Production, transportation, and material moving occupations	364	4.9
INDUSTRY		
Agriculture, forestry, fishing and hunting, and mining	8	0.1
Construction	292	4.0
Manufacturing	746	10.1
Wholesale trade	394	5.4
Retail trade	692	9.4
Transportation and warehousing, and utilities	355	4.8
Information	337	4.6
Finance, insurance, real estate, and rental and leasing	1,088	14.8
Professional, scientific, management, administrative, and waste management services	1,159	15.7
Educational, health and social services	**1,643**	**22.3**
Arts, entertainment, recreation, accommodation and food services	321	4.4
Other services (except public administration)	236	3.2
Public administration	88	1.2

**Data from the 2000 Census table DP-3 (STF-3).*

The table above highlights that the largest percentages of the Township's population are employed in the education and health services field and hold managerial or professional positions.

In addition to seeking information about the employment characteristics of the population, COAH requires municipalities to report on the types of industries found within the municipality. According to the New Jersey Department of Labor Annual Report for 2003, Wyckoff's employment opportunities were primarily in the retail trade and health care and social assistance industries, although there was a healthy balance of manufacturing, construction, wholesale trade and professional and technical services jobs as well. Table 2 presents these data.

Table 2
Employment and Wages by Industry, Wyckoff Township

WYCKOFF TOWNSHIP	Average Annual Units	Average Annual Employment	Average Annual Wages
Agriculture, forestry, fishing and hunting	3	52	$21,982
Utilities	.	.	.
Construction	53	264	$50,536
Manufacturing	24	201	$50,117
Wholesale trade	52	239	$55,392
Retail trade	80	767	$26,731
Transportation and warehousing	6	73	$39,961
Information	7	32	$48,226
Finance and insurance	23	151	$55,413
Real estate and rental and leasing	16	54	$46,905
Professional and technical services	79	201	$53,431
Management of companies and enterprises	.	.	.
Administrative and waste services	34	228	$37,571
Educational services	7	59	$28,058
Health care and social assistance	49	1,326	$32,645
Arts, entertainment, and recreation	.	.	.
Accommodation and food services	24	325	$18,570
Other services, except public administration	52	461	$19,134
Unclassified entities	.	.	.
PRIVATE SECTOR MUNICIPALITY TOTAL	513	4,592	$34,037
FEDERAL GOVT MUNICIPALITY TOTAL	1	43	$50,441
LOCAL GOVT MUNICIPALITY TOTAL	7	443	$46,960

Source: 2003 Annual Report, NJDOL.

APPENDIX D
WORKBOOK C

Summary of Adjusted Growth Share Projection Based On Land Capacity

(Introduction to Workbook C)

Municipality Name: WYCKOFF TWP., BERGEN CO.

This workbook contains two separate worksheets to be used for determining the projected Municipal Growth Share Obligation. Worksheet A must be completed by all municipalities. The Worksheet is a tool that allows the user to enter COAH-generated Growth Projections included in Appendix F(2) of the revised Third Round Rules to determine the projected Growth Share Obligation after applying exclusions permitted by N.J.A.C. 5:97-2.4. Municipalities that accept the COAH-generated Growth projections need only use Worksheet A.

Click Here to complete Worksheet A

Municipalities seeking to request a downward adjustment to the COAH-generated growth projections may do so by providing a detailed analysis of municipal land capacity. After completing this analysis, the growth projections may be lowered if the resulting growth share obligation results in a figure that is at least 10 percent lower than the projected Growth Share Obligation that would result from the COAH-generated growth projections. Actual growth must first be determined using the Actual Growth worksheet. A growth projection adjustment may only apply to any remaining growth.

Click Here to Enter Actual Growth to Date

Click Here to Complete the Residential Parcel Inventory and Capacity Analysis

Click Here to Complete the Non-residential Parcel Inventory and Capacity Analysis } COMBINED (ONLY ONE NON-RES. ZONED PARCEL REMAINING)

Summary Of Worksheet Comparison

	COAH Projected Growth Share (From Worksheet A)	Growth Share Based on Municipal Capacity (From Worksheet C)
Residential Growth	639	86 + 65 = 151
Residential Exclusions	21	0
Net Residential Growth	618	151
Residential Growth Share	124	30
Non-Residential Growth	691	248 + 483 = 731
Non-Residential Exclusions	136	0
Net Non- Residential Growth	555	731
Non-Residential Growth Share	35	46
Total Growth Share	159	76

Worksheet A: Growth Share Determination Using Published Data

(Appendix F(2), *Allocating Growth To Municipalities)*

COAH Growth Projections

Must be used in all submissions

Municipality Name: WYCKOFF TOWNSHIP, BERGEN CO.

Enter the COAH generated growth projections form Appendix F(2) found at the back of N.J.A.C. 5:97-1 et seq. on Line 1 of this worksheet. Use the Tab at the bottom of this page or the links within the page to toggle to the exclusions portion of this worksheet. After entering all relevant exclusions, toggle back to this page to view the growth share obligation that has been calculated based on COAH's growth projections.

		Residential	Non-Residential
1	**Enter Growth Projections From Appendix F(2)***	639	691
2	**Subtract the following Residential Exclusions pursuant to 5:97-2.4(a) from "Exclusions" tab**	Click Here to enter Prior Round Exclusions	
	COs for prior round affordable units built or projected to be built post 1/1/04		
	Inclusionary Development	0	
	Supportive/Special Needs Housing	0	
	Accessory Apartments	0	
	Municipally Sponsored or 100% Affordable	0	
	Assisted Living	0	
	Other	0	
	Market Units in Prior Round Inclusionary development built post 1/1/04	5	
3	**Subtract the following Non-Residential Exclusions (5:97-2.4(b)**		
	Affordable units	16	
	Associated Jobs		136
4	**Net Growth Projection**	618	555
5	**Projected Growth Share** (Conversion to Affordable Units Divide HH by 5 and Jobs by 16)	124 **Affordable Units**	35 **Affordable Units**
6	**Total Projected Growth Share Obligation**		159 **Affordable Units**

Click Here to return to Workbook C Summary

* For Residential Growth, See Appendix F(2), Figure A.1, Housing Units by Municipality. For Non-residential Growth, See Appendix F(2), Figure A.2, Employment by Municipality

Affordable and Market-Rate Units Excluded from Growth

Municipality Name: WYCKOFF TWP., BERGEN CO.

Prior Round Affordable Units NOT Included in Inclusionary Developments Built Post 1/1/04

Development Type	Number of COs Issued and/or Projected
Supportive/Special Needs Housing	
Accessory Apartments	
Municipally Sponsored and 100% Affordable	
Assisted Living	
Other	
Total	**0**

Market and Affordable Units in Prior Round Inclusionary Development Built post 1/1/04
N.J.A.C. 5:97-2.4(a)
(Enter Y for yes in Rental column if rental units resulted from N.J.A.C. 5:93-5.15(c)5 incentives)

	Development Name	Rentals? (Y/N)	Total Units	Market Units	Affordable Units	Market Units Excluded
*	BOULDER RUN	Y	21	5	16	5
			0			0
			0			0
			0			0
			0			0
	Total		21	5	16	5

Jobs and Affordable Units Built as a result of post 1/1/04 Non-Residential Development
N.J.A.C. 5:97-2.4(b)

	Development Name	Affordable Units Provided	Permitted Jobs Exclusion	
*	BOULDER RUN	16	136	(80,000 ft)
			0	
			0	
			0	
	Total	**0**	**0**	

When finished, click here to return to Worksheet A

* BOULDER RUN – 16 AFF. FAMILY RENTALS, 5 MARKET UNITS, 80,000 ft RETAIL EXCLUDED.

Growth Projection Adjustment - Actual Growth

Municipality Name: WYCKOFF TWP. , BERGEN CO.

Actual Growth 01/01/04 to Present

Residential COs Issued: 65

Non-residential CO's by Use Group	Square Feet Added (COs Issued)	Square Feet Lost Demolition Permits Issued)	Jobs/1,000 SF	Total Jobs
B	23,005		2.8	64.414
M	14,139		1.7	24
F			1.2	0.00
S	10,080		1.0	10.08
H			1.6	0.00
A1			1.6	0.00
A2	26,505		3.2	84.816
A3	47,272		1.6	0.00 EXEMPT (CHURCHES)
A4			3.4	0.00
A5			2.6	0.00
E	96,147		0.0	0.00 EXEMPT (SCHOOLS)
I	115,231		2.6	299.6
R1			1.7	0.00
Total	—	UNKNOWN		482.91 (483)

Return to Growth Projection Adjustment Summary Screen
Proceed to Inventory of Vacant Residential Land
Proceed to Inventory of Non-residential Land

WYCKOFF VACANT LAND ANALYSIS
DEVELOPABLE PARCELS

Growth Projection Adjustment - Residential and Non-Residential Parcel Inventory

Tax Map Sheet	Block	Lot	Zone	Address	Owner	Total Area	Constrained Area	Constraint Description*	Buildable Area	Density (Units/Ac.)	Capacity (Units)	Notes
6	220	1.01	RA-25	Lawlins Rd.	Abma	1.30± ac.	-	-	1.30± ac.	8	10.4	
16	259	1	B-1	Franklin Ave.	Tinaret Hardyston	3.10± ac.	-	-	3.10± ac.	8	248 empl.	zoned for business
41	421	72.01	RA-25	Charnwood Dr.	O'Shea	1.80± ac.	-	-	1.80± ac.	8	14.4	
28	340	18.01	RA-25	Vance Ave.	Franklin Lakes, LLC	0.65± ac.	-	-	0.65± ac.	8	5.2	
28	340	19.01	RA-25	Vance Ave.	Vance Ave., Wyckoff, LP	0.51± ac.	-	-	0.51± ac.	8	4.1	
31	346	46.01/ 46.02	RA-25	Ackerson Ave.	Kalor Const.	1.73± ac.	-	2 lots	1.73± ac.	8	13.8	2-lot subd. approved
37	377	38	RA-25	Sicomac Ave.	Goodman	1.10± ac.	-	-	1.10± ac.	8	8.8	
41	421	3.12	RA-25	Sicomac Ave.	Willow Pond	2.97± ac.	-	-	2.97± ac.	8	23.7	5 lot subd. approved
53	463	1.01	RA-25	Yale Ave.	Mitanese	0.223± ac.	-	triangular lot	0.223± ac.	8	1.8	triangular lot
53	463	8.01	RA-25	Albright St.	Wilmore	0.227± ac.	-	-	0.227± ac.	8	1.8	
56	492	17.01	RA-25	Lincoln Ave.	Baker	0.229± ac.	-	-	0.229± ac.	8	1.8	

Note: All parcels are in PA-1, are in an existing sewer service area and are outside of an urban center.

Total: Potential for 85.8 (86) residential units and 248 employees.

WYCKOFF VACANT LAND ANALYSIS
UNDEVELOPABLE PARCELS

Growth Projection Adjustment - Residential and Non-Residential Parcel Inventory

Tax Map Sheet	Block	Lot	Address	Owner	Total Area	Constrained Area	Constraint Description*	Buildable Area	Density (Units/Ac.)	Capacity (Units)	Notes
1	201	20	Nydam La.	Geering	4,698± s.f.	All	4	-	-	-	
1	203	1.01	Wyckoff Ave.	Wyckoff Ave. Associates	2,000± s.f.	All	1	-	-	-	30' wide strip along brook
6	199	1	Gaewood Dr.	Sytsma	100± s.f.	All	1, 4	-	-	-	
6	202	1	Gaewood Dr.	Jackson	3,015± s.f.	All	1, 4, 6	-	-	-	
17	260	19	Franklin Ave.	Zeman	1,200± s.f.	All	1	-	-	-	6' wide strip of land
18	265	140	Gerard Dr.	Scola	1,190± s.f.	All	1, 6	-	-	-	drainage easement
18	275	7	Dante Pl.	Callado	150± s.f.	All	1, 4, 6	-	-	-	
24	277	15	Park Ave.	McCullough	875± s.f.	All	1, 4, 6	-	-	-	
24	277	16	Kennedy Dr.	Remington	468± s.f.	All	1, 4, 6	-	-	-	
21	302	1	Godwin Ave.	Bunbury	4,600± s.f.	All	1, 4, 6	-	-	-	
21	302	2	Godwin Ave.	Pastor	11,000± s.f.	All	4, 6	-	-	-	
21	302	13	Midland Ave.	Olsen	1,400± s.f.	All	1, 4, 6	-	-	-	
21	302	14	Midland Ave.	Schafer	3,150± s.f.	All	1, 4, 6	-	-	-	
21	302	15	Godwin Ave.	Unknown	1,038± s.f.	All	1	-	-	-	5' wide drainage easement

* Constraint Key: 1 - Under 1/8 acre in area (5,707.5 s.f.).
2 - Exempt, developed or proposed utility.
3 - Existing business parking lot.
4 - Wyckoff portion of developed lot in adjacent municipality.
5 - Landlocked, deed restricted, conservation land, or now developed.
6 - No access from Wyckoff Township.

Note: All parcels are in PA-1, are in an existing sewer service area and are outside of an urban center.

WYCKOFF VACANT LAND ANALYSIS
UNDEVELOPABLE PARCELS

Growth Projection Adjustment - Residential and Non-Residential Parcel Inventory

Tax Map Sheet	Block	Lot	Address	Owner	Total Area	Constrained Area	Constraint Description*	Buildable Area	Density (Units/Ac.)	Capacity (Units)	Notes
22	308	11	Park Ave.	Cotz	7,800+ s.f.	All	4, 6	-	-	-	
28	314.01	79	Route 208	Franklin Lakes Est.	946+ s.f.	All	1	-	-	-	triangular lot in R.O.W.
23	333	7	Godwin Ave.	O'Donnell	3,150+ s.f.	All	1, 4, 6	-	-	-	
29	335	39.01	Eder Ave.	Dalenberg	2,080+ s.f.	All	1, 4	-	-	-	
40	353	13	Hillside Ave.	Miller	1,800+ s.f.	All	1, 4	-	-	-	
41	421	1	Sicomac Ave.	Nowatka	2,250+ s.f.	All	1, 4, 6	-	-	-	
41	421	39.01	Charnwood Dr.	Galenkamp Bros.	816+ s.f.	All	1, 4, 6	-	-	-	
44	428	10.01	Steinhauser La.	Germagliotti	14,104+ s.f.	All	4, 6	-	-	-	
44	428	12	Mountain Ave.	Van Wyck	3,315+ s.f.	All	1, 4, 6	-	-	-	
44	428	13	Steinhauser La.	Wilhelm	430+ s.f.	All	1, 4, 6	-	-	-	
44	428	14	Steinhauser La.	Gorga	12,000+ s.f.	All	4, 6	-	-	-	
44	428	15	Steinhauser La.	Sun	33,000+ s.f.	All	4, 6	-	-	-	
44	428	16.01	Steinhauser La.	Marino	14,300+ s.f.	All	4, 6	-	-	-	
45	437	1	Mountain Ave.	Van der Wall	9,500+ s.f.	All	4	-	-	-	
45	437	21	Mountian Ave.	Sherifi	486+ s.f.	All	1, 4, 6	-	-	-	

* Constraint Key: 1 - Under 1/8 acre in area (5,707.5 s.f.).
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Note: All parcels are in PA-1, are in an existing sewer service area and are outside of an urban center.

WYCKOFF VACANT LAND ANALYSIS
UNDEVELOPABLE PARCELS

Growth Projection Adjustment - Residential and Non-Residential Parcel Inventory

Tax Map Sheet	Block	Lot	Address	Owner	Total Area	Constrained Area	Constraint Description*	Buildable Area	Density (Units/Ac.)	Capacity (Units)	Notes
45	437	22	Mountain Ave.	Lyons	558± s.f.	All	1, 4, 6	-	-	-	
45	437	23	Brookside Terr.	Smith	12,400± s.f.	All	4, 6	-	-	-	
45	437	29	Grant Dr.	Palumbo	162± s.f.	All	1, 4	-	-	-	
45	437	30	Grant Dr.	Zelaya	3,135± s.f.	All	1, 4	-	-	-	
45	437	31	Grant Dr.	Kelly	1,265± s.f.	All	1, 4, 6	-	-	-	
45	437	32	Squawbrook Rd.	Siracusa	1,750± s.f.	All	1, 4	-	-	-	
49	449	4	Clara Ave.	Gardenier	1,125± s.f.	All	1, 4	-	-	-	8.67' wide strip
51	456	60.01	Coolidge Terr.	Unknown	1,000± s.f.	All	1	-	-	-	5' x 100' drainage easement
53	462	9.02	Hillcrest Ave.	Brolsma	3,872± s.f.	All	1, 4, 6	-	-	-	
53	467	1	Yale Ave.	Peckio	736± s.f.	All	1, 4	-	-	-	
53	467	2	Yale Ave.	Moppert	1,200± s.f.	All	1, 4	-	-	-	
53	467	3	Yale Ave.	Sclafani	3,268± s.f.	All	1, 4	-	-	-	
54	516	60	Bush La.	Unknown	1,360± s.f.	All	1	-	-	-	access way, unknown owner
56	471	14.01	Dartmouth St.	Kuiken	3,850± s.f.	All	1, 4	-	-	-	

* Constraint Key: 1 - Under 1/8 acre in area (5,707.5 s.f.).
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Note: All parcels are in PA-1, are in an existing sewer service area and are outside of an urban center.

WYCKOFF VACANT LAND AYALYSIS
UNDEVELOPABLE PARCELS

Growth Projection Adjustment - Residential and Non-Residential Parcel Inventory

Tax Map Sheet	Block	Lot	Address	Owner	Total Area	Constrained Area	Constraint Description*	Buildable Area	Density (Units/Ac.)	Capacity (Units)	Notes
1	201.01	19	Wyckoff Ave.	Ridgewood Village	0.41± ac.	All	2	-	-	-	pump station (exempt)
1	202.02	14	Lake Rd.	Raleigh	1.21± ac.	All	5	-	-	-	owned by Lot 15
6	202	7.02	Wyckoff Ave	Rockland Electric	4± ac.	All	2	-	-	-	substation planned; wetlands
12	235	9.01	Highland Ave.	McNamara	16,174± s.f.	All	3	-	-	-	car dealer lot
14	245	83	Hartung Dr.	Ridgewood Village	8.4± ac.	All	2	-	-	-	well field
15	249	1.01	Franklin Ave.	McNamara	12,936± s.f.	All	3	-	-	-	car dealer lot
16	256	6	Voorhis Ave.	Ridgewood Village	2,500± s.f.	All	2	-	-	-	pump station (exempt)
19	265	119	Midland Ave.	Ridgewood Village	12,936± s.f.	All	2	-	-	-	pump station (exempt)
26	282	3.01	Hartung Dr.	Ridgewood Village	27,400± s.f.	All	2	-	-	-	pump station (exempt)
22	303	1.01	Midland Ave.	Diman, Inc.	19,100± s.f.	All	4, 5	-	-	-	
25	309	10.01	Carlton Rd.	Ridgewood Village	1.17± ac.	All	2	-	-	-	tank (exempt)
35	320	61.01	Wyckoff Ave.	Ridgewood Village	25,000± s.f.	All	2	-	-	-	pump station (exempt)
33	320	69	W. Shore Dr.	Beekmere, Inc.	7.42± ac.	All	5	-	-	-	lake/dam
28	337	9	Vance Ave.	Ridgewood Village	2.55± ac.	All	2	-	-	-	tank (exempt)

* Constraint Key: 1 - Under 1/8 acre in area (5,707.5 s.f.).
2 - Exempt, developed or proposed utility.
3 - Existing business parking lot.
4 - Wyckoff portion of developed lot in adjacent municipality.
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Note: All parcels are in PA-1, are in an existing sewer service area and are outside of an urban center.

WYCKOFF VACANT LAND ANALYSIS
UNDEVELOPABLE PARCELS

Growth Projection Adjustment - Residential and Non-Residential Parcel Inventory

Tax Map Sheet	Block	Lot	Address	Owner	Total Area	Constrained Area	Constraint Description*	Buildable Area	Density (Units/Ac.)	Capacity (Units)	Notes
31	346	8	Route 208	Ridgewood Village	38,500± s.f.	All	2	-	-	-	valves, pipes (exempt)
31	346	5	Russell Ave.	Ridgewood Village	1.5± ac/	All	2	-	-	-	pump station (exempt)
34	349	91	Meer Ave.	Ridgewood Village	30,000± s.f.	All	2	-	-	-	pump house (exempt)
40	353	1	Newton Rd.	Ridgewood Village	4,660± s.f.	All	1, 2	-	-	-	pump house (exempt)
48	391	58	William Way	Allison Vill. Cons. Assn.	8.02± ac.	All	5	-	-	-	easement
30	411	20.02	Julie Ct.	Kalor Constr.	2.61± ac.	All	5	-	-	-	3 lots (all built out)
50	392	24	Cedar Hill Ave.	Ridgewood Village	10.43± ac.	All	2	-	-	-	pump house/ well field
46	443	32	Holly Dr.	Ridgewood Village	25,000± s.f.	All	2	-	-	-	pump house (exempt)
46	443	50.01	Mountain Ave.	Ridgewood Village	3.59± ac.	All	2	-	-	-	water tank (exempt)
49	455	36	Route 208	Ridgewood Village	3.46± ac.	All	2	-	-	-	pump house (exempt)
53	463	6.01	Albright St.	Milanese	5,500± s.f.	All	1	-	-	-	triangular lot
53	463	10.01	Albright St.	Schilstra	4,400± s.f.	All	1	-	-	-	40' x 110' lot
53	468	4	Amherst St.	Coleman	4,400± s.f.	All	1	-	-	-	40' x 110' lot
52	483	33	Lafayette Ave.	Ridgewood Village	5.75± ac.	All	2	-	-	-	tank, pump house, well field

* Constraint Key: 1 - Under 1/8 acre in area (5,707.5 s.f.).
2 - Exempt, developed or proposed utility.
3 - Existing business parking lot.
4 - Wyckoff portion of developed lot in adjacent municipality.
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Note: All parcels are in PA-1, are in an existing sewer service area and are outside of an urban center.

WYCKOFF VACANT LAND ANALYSIS
UNDEVELOPABLE PARCELS

Growth Projection Adjustment - Residential and Non-Residential Parcel Inventory

Tax Map Sheet	Block	Lot	Address	Owner	Total Area	Constrained Area	Constraint Description*	Buildable Area	Density (Units/Ac.)	Capacity (Units)	Notes
8	216	13.04	Godwin Ave	Wyckoff Res., LLC	1.42 ac.	0	5	1.42 ac.	-	-	Part of Boulder Run Expansion
8	216.01	13.01	Godwin Ave.	Fox Hedge, LLC	4.23 ac.	0	5	4.23 ac.	-	-	Part of Boulder Run Expansion
8	216.01	24.01/25	Godwin Ave.	Wycross, LLC	3.28 ac.	0	5	3.28 ac.	-	-	Part of Boulder Run Expansion
36	320	110.02/11	Maple Drive	Canterbury Dev. Corp.	27.5 ac.	All	wetlands, 6 acre lake, steep slopes, access	0	-	1	severely constrained parcel - one hardship dwelling potential
41	421	8.2	Willow Pond Ct.	Capozzi	0.58 ac.	0	5	0.58 ac.	-	-	new home built
49	495	1	Vennik Pl.	VanDam	0.544 ac.	All	steep slopes; long, narrow lot	0	-	-	steep slopes; long, narrow lot

* Constraint Key: 1 - Under 1/8 acre in area (5,707.5 s.f.).
2 - Exempt, developed or proposed utility.
3 - Existing business parking lot.
4 - Wyckoff portion of developed lot in adjacent municipality.
5 - Landlocked, deed restricted, conservation land, or now developed.
6 - No access from Wyckoff Township.

Note: All parcels are in PA-1, are in an existing sewer service area and are outside of an urban center.

APPENDIX E
REHABILITATION ACTIVITY TO DATE

Susan Schilstra
Planning Board Secretary

TOWNSHIP OF WYCKOFF
INTER-OFFICE MEMORANDUM

TO: Robert J. Shannon, Township Administrator

FROM: Susan Schilstra, Planning Board Secretary

DATE: December 23, 2008

SUBJECT: ***AFFORDABLE HOUSING REHABILITATION COMPONENT***

Today I updated the project/unit information for rehabilitation for the Township of Wyckoff on the COAH CTM website. Attached is the project form. Please note 325 Cedar Hill Avenue has been added to the list which totals 6 rehabilitation units since 2000. This information was obtained through Barbara Ruzanski from the Bergen County Community Development office and used to prepare the Third Round Housing Element and Fair Share Plan.

Susan Schilstra
Planning Board Secretary

PlanningBoard/documents/rehabilitationCTM.122308

COAH
Council on Affordable Housing
Tracking and Monitoring

Municipalities ▸ Plans ▸ Reports ▸ Help ▸ Home

Coah Build:7.0

Plan Projects RCA/Partner Service List Trust Fund

Project Units

Municipality: WYCKOFF TWP, BERGEN County - Muni Code: 0270
Round: 3.0, Version: Petition, Status: Monitoring
Project Name: Rehabilitation Program Project Number:

	Completed	Creditworthy	Address	Block		Lot		Qualifier	Unit
Edit	1	1	Harding Road	270		2			74
Edit	1	1	Blue Hill Terrace	208	.01	22			328
Edit	1	1	Eastview Terrace	393		4			247
Edit	1	1	Alex Court	245		51	.01		2
Edit	1	1	Birch Parkway	214		88			319
Edit	1	1	Cedar Hill Avenue	322		1	02		325

Council on Affordable Housing
Unit Information - Rehabilitation
WYCKOFF TWP,BERGEN
Project Name: Rehabilitation Program -- Project ID : 1134

Unit Address	Blk/Lot/ Qual/Unit	Final Inspection Date	Funds Expended on Hard Costs	Development Fees Expended	Funds Re-Captured	Effect. Date of Affordability Controls	Perpetual Lien	Length of Affordability Controls	Date Affordability Controls Removed	Completed /Credit worthy	Major System Repaired	Unit Categories	Unit Flags
Alex Court	B: 245-; L: 51-.01; Q: ; Unit: 2	11/24/03	$15,450.00	$0.00	$0.00		N	0 ?		1/1		Moderate Income Sale	R - Raised to Code
Birch Parkway	B: 214-; L: 88-; Q: ; Unit: 319	10/14/04	$12,900.00	$0.00	$0.00		N	0		1/1	Sanitary/Septic/Sewer Hookup	Moderate Income Sale	R - Raised to Code
Blue Hill Terrace	B: 208-.01; L: 22-; Q: ; Unit: 328	04/29/02	$17,500.00	$0.00	$18,011.94		N	0		1/1	Weatherization (Insulation, Siding, Windows/Door)	Moderate Income Sale	R - Raised to Code
Cedar Hill Avenue	B: 322-; L: 1-02; Q: ; Unit: 325	10/30/01	$17,500.00	$0.00	$0.00		N	0		1/1	Weatherization (Insulation, Siding, Windows/Door)	Moderate Income Sale	R - Raised to Code
Eastview Terrace	B: 393-; L: 4-; Q: ; Unit: 247	06/13/03	$15,675.00	$0.00	$0.00		N	0		1/1	Weatherization (Insulation, Siding, Windows/Door)	Moderate Income Sale	R - Raised to Code
Harding Road	B: 270-; L: 2-; Q: ; Unit: 74	03/09/00	$14,490.00	$0.00	$0.00		N	0		1/1	Weatherization (Insulation, Siding, Windows/Door)	Moderate Income Sale	R - Raised to Code

Total Units	Total Hard Costs	Total Development Fees Expended	Total Funds Recaptured	Total Completed/ Credit Worthy
6	$93,515.00	$0.00	$18,011.94	6 / 6

Date/Time: 12/23/2008 01:55 PM

all completed prior to 12/20/04

CTMUNITRHB (3/08)

AUG 23 2008 17:13 VILLAGE OF RIDGEWOOD 2012570730 P.002/002 F-778
NOV-21-08 14:18 HUM- T-269

REHABILITATION

Municipality: Wyckoff County: Bergen

1. The following units have been rehabilitated through the COMMUNITY DEVELOPMENT Rehabilitation Program.

Total rehabilitation units for rehabilitation between (date) 4/1/00 and (date) 11/20/08 Report Period:

1	2	3								4	5	6	7	8	9	10	11	12	13
Street Address	Unit Number	Block	Lot	Unit Number	Owner (✓)	Renter (✓)	Vacant (✓)	New (✓)	Rental (✓)	Rehabilitation Date (mm/dd/yy)	Rehabilitation Cost Incurred ($)	Development Fee Expended ($)	Relocation Cost ($)	Type of Rehabilitation Expenditure	Was unit below code and affordable to owner? (Y/N)	Effective Date of Affordability Controls (mm/dd/yy)	Length of Affordability Controls (Years)	Affordable to Low and Moderate Income Households (Y/N)	Affordability Controls Recorded (Y/N)
319 Birch Pkwy				1	✓				✓	8/9/05	17,467.00			Septic System	Y				
2 Alex Ct				1	✓				✓	4/24/03	16,450.00			Kitchen cabinets, sink, stove, counter top	Y				
245 Eastview Terr				1	✓				✓	6/13/03	16,615.00			Air Ventilation, Alarms, smoke door, windows, gutter/leaders concrete apron	Y				
714 Hamburg Rd				1	✓				✓	3/9/00	14,490.00			Storm doors, awning, 1 detectors, smoke, siding, gutter/leaders chimney cap, windows, light fixtures	Y				
528 Blue Hill Terr				1	✓				✓	4/26/02	17,500.00			Roof, siding, storm door, garage door gutters/leaders	Y				
325 Cedar Hill Ave.				1	✓				✓	10/30/01	17,500.00			Windows Birch ceilings, floors, ceilings	Y				

Verified by Program Administrator that all units listed are occupied by owners who meet applicable income requirements and that all rehabilitation meets applicable standards and code requirements for CDAP rehabilitation.

Program Administrator — Date

Verified by Building Code Official that units were inspected and meet the requirements of the Uniform Construction Code and that the work listed has been completed.

Code Official — Date

* Lien is held on to home until house is sold

APPENDIX F
JUSTIFICATION FOR ELIMINATION OF SARNA AND ROCKLAND ELECTRIC SITES FROM PLAN

Wyckoff Steep Slope Ordinance
Reports of Thonet Associates, Inc., re Wetlands on Sarna Site
Maps of Sarna Site
Maps of Rockland Site
Proposed Zoning Amendment Eliminating Sarna and Rockland Sites from Plan

WYCKOFF STEEP SLOPE ORDINANCE

(b) The excavation will not unreasonably denude the property and the excavated area will be appropriately replanted after the soil removal.

(c) The excavation will not cause excessive erosion or deleteriously affect soil fertility.

(d) Adequate provision shall be made to prevent any surface waters from damaging the surface of the excavation or the sloping surface of a cut or fill and otherwise adequate provisions have been made for surface and subsurface drainage.

(e) The excavation shall not be made so close to a property line as to damage or endanger any adjoining property.

(f) Grades and elevations of adjoining streets and lands shall not be adversely affected, and such other factors as may relate to appropriate physical development of the township and the Master Plan shall be considered and provided for.

(g) Excavation will not extend over an unreasonable period of time, and a prerequisite to the issuance of a permit for such soil removal shall be the filing with the township of an appropriate surety bond for the benefit of the township and any person suffering loss or injury by reason of any violation of applicable laws, ordinances or the conditions imposed in connection with the granting of such a soil removal permit.

SECTION 26.

Article XI, Critical Slope Areas, Sections 186-61 through 186-64 shall be added as follows:

ARTICLE XI CRITICAL SLOPE AREAS

186-61. Purpose.

It is the express purpose of this Section to create developmental controls and to provide for the preservation of critical slope areas in the Township of Wyckoff. The development controls provided for in this Section are necessary to minimize the adverse and negative impacts of construction in steep slope areas in the form of erosion, siltation, excessive removal of vegetation and soil, flooding, soil slippage, water runoff, pollution, pollution of potable water supplies and the destruction of unique land forms and predominant views. The most appropriate

method of alleviating such conditions is through the regulation of disturbance to soil and vegetation in critical slope areas.

Effective and reasonable application of these regulations will protect the health, safety and welfare of the citizens of the Township of Wyckoff and will advance the following purposes of the Municipal Land Use Law (N.J.S.A. 40:55D-2):

(a) To secure safety from fire, flood, panic and other natural and manmade disasters:

(b) To provide sufficient space and appropriate locations for a variety of agriculture, residential, recreational, commercial and industrial uses and open space, both public and private, according to the respective environmental requirements in order to meet the needs of all New Jersey citizens:

(c) To promote a desirable visual environment through creative development, techniques and good civic design and arrangement:

(d) To promote the conservation of historic sites and districts, open space, energy resources and valuable natural resources in the State and to prevent urban sprawl and degradation of the environment through improper use of land.

186-62 Definitions. The following definitions are applicable to this Article:

a. Critical Slope Area - Land where the grade is 15 percent or greater.

b. Disturbance - Any alteration or change to the natural terrain space(including soil and vegetation). This term includes any activity involving grading or filling of a site, but does not include restoration or stabilization of an existing condition. This term shall also include the placing of or removal of physical structures or improvements on such natural terrain.

c. Embankment – An elevated deposit of soil, rock or other materials either constructed or natural.

d. Grade - The percent of rise or descent of a sloping surface. For example, a 15 percent grade corresponds to a 15-foot vertical change in elevation for every 100 feet of horizontal distance.

e. Groundcover - Grasses of other vegetation used in the stabilization of soils.

f. Retaining Wall - A structure constructed and erected between lands of different elevations to protect structures and/or to prevent erosion, and which is minimally two feet in height.

g. Slope - The deviation of a surface from the horizontal, usually expressed in percent.

186-63. Steep Slope Identification and Categories.

All applications for minor or major subdivision or site plan approval, or for a permit for construction, or grading or clearing or any lot, except as otherwise provided in the definition of disturbance herein shall be evaluated for the presence of critical slope areas.

A. Slope Categories. The applicant shall prepare and submit a slope analysis for the entire site (including proposed roadways and common areas), and each proposed or existing lot. The property shall be evaluated to determine the presence of critical slope areas in the following categories:

Table 1
Slope Analysis Categories

Slope Category	Percent Grade
1	15 to 19.99%
2	20 to 24.99%
3	25% or Greater

B. Slope Analysis. The slope categories shall be identified on a plan drawn at a scale as required by the Township's site plan or subdivision submission requirements. It shall show the existing and proposed topographic contours at two-foot intervals and delineate the categories of critical slope areas as defined in Table 1 above. Existing contours shall be shown for a minimum distance of 25 feet beyond the subject property boundaries.

C. Additional Information Required. The analysis provided by the applicant shall contain the following additional information:

(1) It shall delineate and quantify those areas proposed for disturbance. The applicant shall provide a table showing the calculation of disturbed area in square feet and as a percent of the lot area, for each proposed lot:

(2) It shall identify soil types present on the property, with specific reference to highly erodible soils, as identified by the United States Department of Agriculture Soil Conservation Service;

(3) It shall provide details on how the proposed construction will minimize adverse impacts upon the existing natural features of the lot.

(4) Plans and specifications for any retaining walls, steps, fences or other protective structures shall provided.

186-64. Applicability and Limitations on Development in Steep Slope Areas.

1. Applicability. The requirements, guidelines and controls promulgated under this Article shall be applicable to all property within all zone districts situated in the Township of Wyckoff.

2. Maximum Allowable Disturbed Area. No buildings, improvements or structures, including roads, driveways, or parking areas shall be constructed, nor shall any displacement of soil or removal of vegetation occur or disturbance as defined in this Section, within critical slope areas, except in accordance with the following schedule provided below.

Table 2
Permitted Levels of Disturbance
In Critical Slope Areas

Slope Category	Percent Grade	Maximum Disturbed Area
1	15-19.99%	50% of Area in Slope Category 1
2	20-24.99%	45% of Area in Slope Category 2
3	25% or Greater	35% of Area in Slope Category 3

For a subdivision proposal, calculation of disturbed area is based on each individual lot, not the entire tract as a whole. Common areas are also subject to the maximum disturbed area.

3. Limit of Disturbance. A limit of disturbance line shall be established to preserve existing vegetation on each proposed lot.

4. Variance Required. Disturbance of steep slopes in an amount greater than indicated in Table 2 above shall require a variance.

SECTION 27. Except as hereby amended. all other Sections of Chapter 186 shall remain in full force and effect.

SECTION 28. This Ordinance shall take effect upon final passage and publication as required by law.

REPORTS OF THONET ASSOCIATES, INC., RE WETLANDS ON SARNA SITE

LANDEL BERNSTEIN & KALOSIEH, LLP

Attorneys at Law
801 Franklin Avenue
Franklin Lakes, New Jersey 07417

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Ari G. Bernstein, Esq.+
Joseph G. Kalosieh, Esq.#
Raymond R. Martin, Esq. ^

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+ Also admitted in NY
# LL.M. in Taxation
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Tel. (201) 797-4490

November 18, 2004

COPIES TO:
TC
L
T Gensheimer
L Edler

Via Fax No. 609-777-3656 and Express Mail Overnight EL 839929527
NJ Dept. of Environmental Protection
Att: Andy Clark
Land Use Regulation Program
PO Box 439
Trenton, New Jersey 08625-0439

Re: NJDEP File No. 0270-04-0008.1
Maple Lake Estates – Township of Wyckoff – Bergen County
Block 320 Lot 10.02 and 11

Dear Mr. Clark:

Pursuant to our previous telephone conversations, enclosed please find a comprehensive report from Thonet Associates, resulting from their field inspection of the above-referenced site in connection with the present letter of interpretation application. Please accept Thonet's report as the Township of Wyckoff's comments to the NJDEP regarding the subject LOI application. As a result of Thonet's inspection and resulting report, the Township objects to the LOI application and supporting materials submitted by C&H Environmental, Inc. as part of their LOI application.

As stated in Mr. Thonet's comments, all of which are incorporated herein, substantial wetlands were found outside the flagged wetland boundary. In addition, large tracts of land were incorrectly delineated as uplands where Thonet's findings clearly prove that the same should be designated as wetlands.

As discussed in Mr. Thonet's report, the technical documentation submitted by the applicant in support of the wetlands boundaries is inaccurate, deficient and fails to comply with applicable state regulations.

The report also notes that there is at least one map that should only be used for illustrative purposes as it is not a certified survey. In addition, a signature is missing from the individual responsible for preparing the wetlands plan.

Finally, the application is woefully incomplete and therefore, proper public notice pursuant to applicable state laws and regulations has not been made. As a result of the deficiencies of the application, the public and the Township of Wyckoff have been denied the right to review a complete and properly prepared application.

I would again ask that you accept the Thonet report as the Township's comments with regard to the application and as a result, require the applicant to submit a complete and corrected application for the NJDEP's review.

Very truly yours,

LANDEL BERNSTEIN & KALOSIEH, LLP

Robert E. Landel
Wyckoff Township Attorney

REL:dlc
Enclosure
cc: Robert J. Shannon, Jr., Township Administrator

THONET Associates Inc.

Environmental Planning and Engineering Design Consultants

14 Upper Kingtown Road • Pittstown, New Jersey 08867
908.238.0473 • fax 908.238.9164
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November 17, 2004

RECEIVED
NOV 19 2004
ADMINISTRATOR

Mr. Robert J. Shannon, Jr.
Wyckoff Township Administrator
Memorial Town Hall
340 Franklin Ave.
Wyckoff, NJ 07481

Re: Comments by the Township of Wyckoff
LOI Application – Block 320, Lots 10.02 and 11
Township of Wyckoff, Bergen County, NJ
Applicant: Canterbury Development Corporation

Dear Mr. Shannon:

Enclosed please find a copy of Thonet Associates' comments regarding the above-referenced LOI application. These comments were also faxed to your office earlier today.

A copy of these comments has also been faxed and mailed to Robert E. Landel, Esq., attorney for Wyckoff Township with my recommendation that the comments be promptly forwarded, by fax and mail, to the New Jersey Department of Environmental Protection (NJDEP) for its review.

If you have any questions regarding these comments, please don't hesitate to contact me. In the meantime, I thank the Township for this opportunity to have been of service.

Very truly yours,

THONET ASSOCIATES INC.

John A. Thonet, PE, PP
President

cc: Robert E. Landel, Esq.

THONET Associates Inc.

Environmental Planning and Engineering Design Consultan
14 Upper Kingtown Road • Pittstown, New Jersey 088
908.238.0473 • fax 908.238.91
www.thonetassociates.co

November 17, 2004

Robert E. Landel Esq.
801 Franklin Avenue
Franklin Lakes, NJ 07481

Re: Comments by the Township of Wyckoff
LOI Application – Block 320, Lots 10.02 and 11
Township of Wyckoff, Bergen County, NJ
Applicant: Canterbury Development Corporation

Dear Mr. Landel:

Enclosed please find the original and one copy of Thonet Associates' comments regarding the above-referenced LOI application.

These comments were also faxed to your office earlier today with my recommendation that the comments be promptly forwarded, by fax and mail, to the New Jersey Department of Environmental Protection (NJDEP) for its review.

If you have any questions regarding these comments, please don't hesitate to contact me.

Very truly yours,

THONET ASSOCIATES INC.

John A. Thonet, PE, PP
President

cc: Robert J. Shannon, Jr.
Wyckoff Township Administrator

THONET Associates Inc.

Environmental Planning and Engineering Design Consultants

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November 17, 2004

Robert E. Landel Esq.
801 Franklin Avenue
Franklin Lakes, NJ 07481

(By US Mail and Fax: 201.891.7420)

Re: Comments by the Township of Wyckoff
LOI Application – Block 320, Lots 10.02 and 11
Township of Wyckoff, Bergen County, NJ
Applicant: Canterbury Development Corporation

Dear Mr. Landel:

By letter dated August 16, 2004, C&H Environmental, Inc. applied to the New Jersey Department of Environmental Protection (NJDEP) for a "Letter of Interpretation (LOI) – Line Verification" to the to verify the freshwater wetland limits and the resource value of wetlands on the above-referenced property.

C&H Environmental, Inc. also provided the Township Clerk with a copy of the LOI application submitted to the NJDEP and public notice to the Township of Wyckoff's Planning Board, Construction Official, and Environmental Commission informing those parties that the LOI application had been made, thus providing the Township with the opportunity to provide comments regarding the application.

The Township subsequently requested that Thonet Associates Inc. make a field inspection, review the submitted LOI application materials, and prepare comments regarding the application on behalf of the Township. Submitting comments during the LOI review process is the only way a municipality can provide its input regarding freshwater wetland delineations since only the NJDEP is authorized to formally designate jurisdictional wetlands.

In accordance with the Township's request, Thonet Associates Inc. has made a field inspection of the flagged wetlands boundary on the above-referenced site and has reviewed the Letter of Interpretation (LOI) application submission available in the Township Clerk's office. This letter presents our comments.

Comments on LOI Application

1. Field observations regarding the accuracy of the flagged freshwater wetlands boundary:

   On November 10, 2004, Mr. Blaine Rothauser, Thonet Associates' Chief Biologist and Naturalist, and I walked the flagged wetland boundary line for purposes of evaluating the general accuracy of the line and to note areas where the line appeared to be inaccurate. Our field inspection was non-intrusive...meaning that our inspection was limited to observation of the site's vegetation and hydrologic indicators and observations regarding the saturation of

the site's soils evident from walking upon those soils. We also took note of any wildlife on the site. No disturbance of the site occurred.

Most, but not all, of the wetland flags were still present and enough of the flags still retained legible flag numbers to permit us to know where we were at all times utilizing the applicant's submitted wetlands mapping with the numbered flag locations as a guide.

During our site walk we observed obligate and facultative-wet (FACW) wetland vegetation, such as Tussock Sedge (*Carex stricta* -- obligate) and Phragmites (FACW) in numerous locations outside of the flagged wetland boundary by 10 to 20 feet, thus strongly suggesting that the wetlands boundary line was incorrect at those locations and further suggesting that the wetland boundary as currently flagged was generally too small and did not encompass all of the wetlands present.

In addition to the wetland boundary being obviously understated in numerous locations, we observed two (2) specific locations, encompassing relatively large areas, where the flagged wetland boundary was so obviously wrong that they merit specific discussion:

a. Incorrectly Delineated Area No. 1 -- The applicant's flag numbers U101 to U114 delineate a 180-foot long by 40- to 140-foot wide "upland" of about 0.35 acres in area that is clearly and obviously wetlands.

   Vegetation -- The vegetation in this area included a predominance of wetland species such as Wool-grass (*Scirpus cyperinus* -- FACW+), Tussock Sedge (Obligate), Arrow-leaved Tearthumb (*Polygonum* sagittatum -- Obligate), Giant Goldenrod (*Solidago* gigantean -- FACW) and Common Reed (*Phragmites australis* -- FACW). None of these vegetative species were listed in the applicant's vegetative documentation for this area.

   The only vegetative species listed by the applicant for this area were two tree species, Tree of Heaven and Quaking Aspen, both facultative upland (FACU) species. These FACU tree species are present in this area but the total vegetative community present includes many obligate and facultative wet species and clearly meets the wetland vegetation criteria.

   This is significant because the *Federal Manual for Identifying and Delineating Jurisdictional Wetlands*, the methodology that the NJDEP must follow in delineating wetlands, requires that the dominant composition of the vegetation from all strata...herbaceous, shrubs, and trees, be utilized in evaluating the wetland vegetation criteria. If this is procedure is not followed at given sampling location, then the NJDEP's required methodology has not been followed and the results of the wetland study for that given area are not valid.

In this instance, the applicant simply failed to document any species other than the tree species, when dominant herbaceous and shrub species are clearly present. This incomplete vegetative analysis leads anyone reading the applicant's wetlands mapping, i.e. the public, to incorrectly assume that this area is dominated by upland plants. This incomplete and inaccurate information does the public a disservice and denies the public its right to review a complete application. Thus, I must conclude that in this instance, the application is incomplete and the delineation methodology followed was incorrect, resulting in an inaccurate wetland delineation.

I also should note that, Tree of Heaven (*Ailanthus altissima*), one of the two tree species actually listed by the applicant, is a fast-growing "wasteland" species that flourishes on poor soils after some disturbance has occurred. In this instance the disturbed condition resulted from the draining of the old pond and exposure of the old pond bottom that took place in the early 1990s. This condition is atypical and needs to be considered by the wetland delineator when preparing the wetland delineation, as required by the *Federal Manual.*

The other listed tree species, Quaking Aspen (*Populus tremuloides*), is also a "pioneer" species that grows in after major site disturbance such as a clear-cut logging site or areas destroyed by fire. In this instance, the moist, exposed former lake bottom provided excellent opportunities for this shade-intolerant, prolific seeder.

In time, both of these "disturbed site" species will be replaced by more shade-tolerant species, adapted for life in this area's clearly wetland conditions. The herbaceous layer has already adapted and is full of obligate and FACW species.

Hydrologic Indicators – During our field inspection this area was laced with small rivulets of running water and saturated conditions to the surface were evident everywhere. This is clear evidence of wetland conditions and thus the "hydrology criteria" for wetlands is met at this location.

Soils – The applicant provided no soils information for this area. As indicated earlier, Thonet Associates' field inspection was non-intrusive, that is it was limited to observations only and thus we did not dig any soil borings on the site. Nonetheless, the soils were clearly saturated to the surface during the site visit and it is evident that this area is both a former lake bed and an existing flood plain. There is no question, even by visual observation, that the soils in this area are "hydric" soils.

The *Soil Survey of Bergen County* shows the soils in this area as "Fluvaquents," a Group 1 Hydric (wetland) soil. Fluvaquents are somewhat poorly drained to poorly drained soils that formed in recent water-laid sediments, which is exactly the case we have here. They are found in flood plains and are subject to frequent flooding of long duration.

Thus, this 0.35 acre area described as "uplands" on the applicant's wetlands mapping is clearly wetlands.

Photograph No. 1, attached, illustrates the wetland vegetative character of this area.

b. Incorrectly Delineated Area No. 2 – A 110-foot by 160 foot area of wetlands (about 0.4 acres) is also delineated as "uplands" on the applicant's submitted wetlands mapping. This area is delineated by wetland flags numbered U230, U231 ZZ, U232 through U241, and U200 through U206.

Vegetation – The dominant vegetation in this area is overwhelmingly Arrow-leaved Tearthumb (Obligate) together with lesser amounts of Tussock Sedge (Obligate), Soft Rush (FACW), and Common Reed (FACW). None of these wetland species are listed by the applicant for this area.

The only vegetative species listed by the applicant for this area were two tree species, Tree of Heaven and Quaking Aspen, which are the same FACU "disturbed site" species described above, and two shrub species, Greenbriar (FAC–assuming "common" greenbriar), a common plant that grows along wetland boundaries, and Multiflora Rose (FACU), also commonly found on the outer margins of wetlands.

These FAC and FACU tree and shrub species however are not the dominant species in most of this second area labeled as "uplands" by the applicant. The overwhelmingly dominant species (more than 50 percent) is obligate Tearthumb. Thus, the "vegetation criteria" for wetlands is met for this location.

Please note further that if obligate vegetation dominates an area, this indicator alone is sufficient to classify and area as a wetland under the methodology provided in the *Federal Manual for Identifying and Delineating Jurisdictional Wetlands*. Thus, given the absolute dominance of obligate vegetation in this area, no soils or hydrologic indicators are even needed in order to classify this area as "wetlands." Nonetheless, we examined the other criteria of soils and hydrology.

Hydrologic Indicators – During our field inspection the soils in this area were clearly saturated to the surface and were clearly old lakebed, flood prone soils. This area clearly meets the "hydrology" criteria.

Soils – The applicant reported only one (1) soil sample in this area with the top 14 inches documented as 10YR3/3 soils. Please note that NJDEP requires that all soil samples be a minimum of 18-inches deep. Thus the one (1) soil sample does not meet the NJDEP's specific soil sampling requirements.

In addition the soil sample provided does not report the soil's color (hue), value and chroma characteristics by individual soil horizon, but rather just provides one 14-inch monochromatic soil type. It is unusual, under normal conditions, to find no distinctly different soil horizons present. The application provides no explanation as to the reason for this apparent lack of distinct soil horizons.

As I noted above, Thonet Associates' field inspection was non-intrusive, that is it was limited to observations only and thus we did not dig any soil borings on the site. Nonetheless, the soils were saturated to the surface during the site visit and it is clear that this area is both a former lake bed and an existing flood plain. These soils clearly meet the "hydric soil" criteria.

Please also note that the *Soil Survey of Bergen County* supports our finding in this regard and shows the soils in this area as "Fluvaquents," a Group 1 Hydric (wetland) soil with the following characteristics:

1) In the "A" horizon (the top soil layer at or near the surface in which an accumulation of organic matter is mixed with the mineral soil material):
   a) A typical "A" horizon hue (main spectral color) of 7.5 or 10YR or neutral;
   b) A value (degree of lightness) or 2 or 3; and
   c) A chroma (color strength or purity) of 0 to 2.

   Thus, a typical fluvaquent could have an "A" layer characterized as 10YR3/2, very similar in appearance to the 10YR3/3 soils documented by the applicant for the entire top 14-inches of soil.
2) In the "B" horizon (just below the "A" horizon) and the "C" horizon (below the "B" horizon):
   a) A typical "B" and "C" horizon hue (main spectral color) of 5.0 to 10YR or neutral;
   b) A value (degree of lightness) or 3 to 5; and
   c) A chroma (color strength or purity) of 0 to 4.

   Thus, a typical fluvaquent could have "B" and "C" layers characterized as 10YR3/3, exactly as documented by the applicant for the entire top 14-inches of soil.

Thus, I find that the applicant's soil sample at this location, though obviously not documented by separate horizons, is not inconsistent with Group 1, Hydric, fluvaquent soils as described in the *Soil Survey for Bergen County* which is exactly what we would have expected to find in this flood prone, former lakebed.

Please note further that soil hues, values, and chromas are merely "indicators" of hydric soils and do not actually constitute the "hydric soil criteria."

The actual "hydric soil criterion" specified in the *Federal Manual for Identifying and Delineating Jurisdictional Wetlands*, the methodology that the NJDEP must follow in delineating wetlands, is as follows:

1) Soils frequently flooded for long duration or very long duration during the growing season.

   Please note that "long duration" for a single event ranges from seven days to one month and "frequently flooded" means more than 50 percent chance of flooding in any year (2-year flood or more frequent).

   Fluvaquent soils, the soils depicted in the Soil Survey for this area, meet this "hydric soil criteria" due to flooding. Please note that name "fluvaquent" soils is derived from "fluvial" or related to "flood plains."

2) Soils that are ponded for long duration or very long duration during the growing season;

3) All histosols (peat or muck) except Folists;

4) Soils in Aquic suborders, Aquic subgroups,, Albolls suborder, Salorthids great group, or Pell great groups of Vertisols that are:

   a) Somewhat poorly drained and have water table less than 0.5 feet from the surface for a significant period of time (usually a week or more) during the growing season; or

   b) Poorly drained or very poorly drained and have either:

      (1) Water table at less than 1-foot from the surface for a significant period of time (usually one week or more) during the growing season if permeability is equal to or greater than 6.0 inches/hour in all layers within 20-inches; or

      (2) Water table at less than 1.5 feet from the surface for a significant period of time (usually one week or more) during the growing season if permeability is less than 6.0 inches/hour in any layer within 20-inches.

   Fluvaquent soils also meet this "hydric soil criteria" as poorly drained or very poorly drained soils that are hydric due to a water table at less than 1.5 feet from the surface for a week or more.

   Please note once again that, proper evaluation of this "hydric soil criteria" requires that soil samples be at least 1.5 feet (18-inches) deep and this sampling depth is specifically required by the NJDEP's "LOI Checklist" as well. The applicant provided a soil boring at this location

that was only 14-inches deep, too shallow to accurately evaluate the presence of hydric soil conditions at this location.

Thus, this 0.4 acre area described as "uplands" on the applicant's wetlands mapping is clearly wetlands due to the presence of hydric soils, hydrologic indicators, and a predominance of hydrophytic vegetation.

Photograph No. 2, attached, illustrates the wetland vegetative character of this area incorrectly delineated as "uplands" by the applicant.

2. Comments on the technical documentation submitted by the applicant in support of the flagged wetland boundary:

NJAC 7:7A-10.3 and the NJDEP's *LOI Application Checklist* require submission of the following technical information regarding soils, vegetation, and hydrologic indicators in support of the wetland delineation:

a. Data sheets or other materials that explain and support the delineation.

The submitted application included no "data sheets" presenting soils, hydrology, and vegetative information necessary to support the delineation.

Instead, the applicant incorporated all of the supporting documentation on to a drawing entitled "Figure 4 – Maple Lake Estates – Wetland Delineation," prepared by C&H Environmental, Inc. and dated August 4, 2004.

This drawing included the following supporting documentation with regard to soils, vegetation, and hydrologic indicators.

1) Soils:

a) Soil Borings in the Delineated Upland Areas – Eight (8) soil borings were taken in the site's delineated upland areas in support of approximately 7,400 feet (1.4 miles) of wetlands line. This amounts to one (1) upland soil boring for every 925 feet (about 0.2 miles) of wetland line delineated.

In my professional opinion, this is simply an insufficient number of soil borings to accurately define such a large wetland boundary.

In addition, we note that many of the upland soil borings were taken in locations that contribute little to the accurate determination of the freshwater wetland delineation line. For example:

(1) One upland soil boring, located in the northwest end of the site, was dug on top of a hill, at the top of a steep slope rising so high above the stream that the topography on the applicant's mapping was discontinued.

This boring is depicted on the applicant's plans as having been dug at a location about 40 feet outside of the delineated wetland

boundary and probably at least 15 feet higher (topographically) than the nearest wetlands.

No soil boring was necessary at this location as it is clear, even by observation, that the wetland boundary would not be even remotely close to the location of this soil boring.

Thus, while I have no objection to the applicant providing a "typical" upland soil boring on top of a hill, the boring, nonetheless, contributes nothing to the accurate delineation of the site's wetlands.

(2) *Four (4) of the upland soil samples taken, including the above-noted sample, are depicted as being located 30 to 50 feet outside of the delineated wetland boundary. Such samples are simply too far away from the wetland boundary to be helpful in accurately delineating the freshwater wetland boundary line.*

Thus, 40 percent of the upland soil samples provide only "typical" soil samples on areas of the site remote from the freshwater wetlands boundary.

For all of the above-reasons, the upland soil sampling conducted on this site in order to determine the location of wetlands on the site, is inadequate for the purpose.

b) *Soil Borings within the Delineated Wetland Areas – Only two (2) soil borings were taken in the site's delineated wetland areas in support of approximately 7,400 feet (1.4 miles) of wetlands line. This amounts to one (1) wetland soil boring for every 3,700 feet (0.7 miles) of wetland line delineated.*

This is clearly an insufficient number of soil borings to accurately define such a large wetland boundary.

2) *Hydrologic Indicators – No site specific data regarding observed hydrologic indicators were provided with this application.*

The application is incomplete in this regard.

3) *Vegetation:*

a) *Site- specific vegetation sampling locations within the site's upland areas – Vegetation was documented for ten (10) selected areas within the site's uplands. With regard to this information, we note the following:*

(1) *Two (2) of the vegetative inventories named only facultative and facultative upland species of trees and shrubs in areas clearly dominated by obligate and facultative-wet plant species, as documented during our field investigations discussed above.*

Thus, at least 20 percent of the upland vegetative sampling results are demonstrably incorrect.

(2) Four (4) of the upland vegetative sampling locations (40 percent) include only the dominant tree species. This suggests that at 40 percent of the upland locations sampled, there were no herbaceous or shrub layer dominants. This is unlikely.

(3) Seven (7) of the upland vegetative sampling locations (70 percent) include only the dominant tree species and shrub species. This suggests that 70 percent of the upland locations sampled have no dominants in the herbaceous layer. This is unlikely.

(4) Only two (2) dominant herbaceous species of vegetation were documented within the site's upland areas, those being "hay-scented fern" and "wood fern." These ferns were documented at only three (3) of the ten (10) locations sampled, suggesting that 70 percent of the upland areas sampled had no dominant herbaceous vegetation. This would be unlikely, and indeed, as indicated earlier in this comment letter, is clearly wrong in at least two (2) specific and significant locations.

Thus the applicant's consultants did not fully and accurately document the site's dominant species in the herbaceous and shrub layers, at least in some locations. Thus, this vegetative documentation is incomplete.

b) Site-specific vegetation sampling locations within the site's wetland areas -- Vegetation was documented for five (5) selected areas within the site's wetlands. With regard to this information, we note the following:

(1) An overwhelmingly dominant wetland species found within the site's old lakebed is the obligate Tearthumb. This overwhelming dominant species is not listed in the applicant's vegetative inventory of the lakebed area. This would appear to be either a significant oversight or a failure to recognize this important wetland indicator species.

(2) The five (5) vegetative sampling points provide "typical" dominant vegetative characteristics within the site's wetland areas but provide no location-specific documentation was provided that would be relevant to documenting the accuracy of the 7,400 feet of the wetland delineation line flagged in the field.

The purpose of the vegetative documentation, as well as the soils and hydrologic indicator documentation is to permit the wetland to be accurately flagged. The documentation provided does not fulfill

this objective and this was obvious from our field inspection in which significant additional wetlands were observed outside the flagged wetlands boundary.

b. Soil borings and/or other physical indicators of the presence or absence of freshwater wetlands, transition areas and/or State open waters. In particular, the NJDEP's *LOI Checklist* requires that soil borings must be taken as follows:

1) Each soil boring must be at least 18-inches deep, and must be deeper if necessary to provide clear evidence of the soil characteristics at that location on the site. Deeper borings are often necessary in atypical or disturbed wetlands.

In this instance, no soil borings deeper than 14-inches were provided. Thus, none of the soil borings provided meet the NJDEP's written LOI Checklist requirements. ***The application is incomplete in this regard.***

In addition, please note that the applicant's LOI submission acknowledges that "...removal of a dam in the early 1990s severely altered the site characteristics..." and thus, to some extent the wetlands may represent atypical or disturbed wetlands.

2) Soil borings shall be taken along a line perpendicular to the wetlands boundary, starting in the definite wetland area and moving towards the uplands.

As I have documented earlier in this letter, no such soil borings were provided in the applicant's LOI submission. ***The application is incomplete in this regard.***

3) The number of soil borings must be sufficient to provide a representative sampling of the soil on the site. The Department may require additional borings if necessary to provide a representative sampling.

As noted earlier, only ten (10) soil borings were provided, eight (8) in the site's uplands and two (2) in the site's wetlands. In my opinion, this limited soil sampling is insufficient to accurately delineate the site's 7,400 foot long wetland delineation.

The application is incomplete in this regard.

3. Comments relating to other submitted information:

a. *Wetlands Plan – Canterbury Development Corporation* (2 Sheets), dated August 6, 2004, prepared by Control Point Associates, Inc. – This map, shows the site's freshwater wetlands boundaries as delineated by "J. H. Crow Company, Inc." The map is well-prepared and was very helpful to us in understanding the proposed wetland delineation.

We do note, however, that the name of the firm that delineated the wetlands is C&H Environmental, Inc. is a different legal entity than "J. H. Crow Company, Inc." referenced on these plans. Accordingly, this reference to J. H. Crow Company, Inc. should be corrected or clarified, prior to the NJDEP's approval of a wetland delineation plan for this site.

b. *Figure 4 – Maple Lake Estates – Wetland Delineation, dated August 4, 2004, prepared by John H. Crow, Ph.D. of C&H Environmental, Inc. – This wetland delineation map includes a note stating, "This map is not a survey and is to be used for illustrative purposes only. All survey information provided by Control Point and used with permission.*

Thus, if and when a wetlands delineation map is approved by the NJDEP, it cannot be this map because it is not a survey and is for illustrative purposes only.

4. The submitted LURP #1 form:

I note that under "D. Statement of Preparer of Plans, Specifications, Surveyor's or Engineer's Report, no one has signed as the person responsible for preparing the wetlands plan.

5. Public Notice:

The application provided to the Township for its review is demonstrably incomplete in comparison with the NJDEP's *LOI Checklist* requirements for technical supporting data on soils, vegetation, and hydrologic indicators. The application's incompleteness is clearly documented in this comment letter.

Proper public notice requires the filing of a complete application with the Township Clerk for the public's review. Incomplete applications don't count, even if it was the Department's oversight in not officially declaring the application "incomplete."

Thus, in my opinion, the demonstrable incompleteness of this application renders the public notice flawed. Simply put, the public is entitled to review a complete application.

The incompleteness of the application may provide grounds for appealing any decision the NJDEP makes regarding this application.

In summary, I find that the subject LOI application is incomplete and thus the public, including the Township of Wyckoff has been denied its right to review a complete and properly prepared application.

In addition, the wetland delineation is obviously incorrect in some specific locations as described in this report and is insufficiently documented in all locations. I recommend that the LOI application package be returned to the applicant with a deficiency letter as required by NJAC 7:7A-12.1, *Completeness review.*

I hope that this information will assist the Township in providing its comments to the NJDEP regarding the subject LOI application. In that regard, I would recommend that your office forward these comments to the NJDEP for its consideration.

Very truly yours,

THONET ASSOCIATES INC.

John A. Thonet, PE, PP
President

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Tel. (201) 797-4490

February 7, 2005

Via Fax No. 609-777-3656 and Regular Mail
NJ Dept. of Environmental Protection
Att: Andy Clark
Land Use Regulation Program
PO Box 439
Trenton, New Jersey 08625-0439

Re: NJDEP File No. 0270-04-0008.1
Maple Lake Estates – Township of Wyckoff – Bergen County
Block 320 Lot 10.02 and 11

Dear Mr. Clark:

Enclosed please find letter dated February 3, 2005 from Thonet Associates, Inc. In the letter, Mr. Thonet discusses the resource value classification of the subject site wetlands and the potential for threatened and endangered wildlife species on the property. This letter shall also serve as the Township's formal request that either the NJDEP or the applicant conduct investigations aimed at determining the presence or absence of threatened or endangered wildlife species on the subject site so that any LOI issued by the State will be accurate and informed with regard to the resource value classification of the site's wetlands.

Please contact me upon receipt of this letter.

Very truly yours,

LANDEL BERNSTEIN & KALOSIEH, LLP

Robert E. Landel
Wyckoff Township Attorney

REL:dlc
Enclosure
cc: Robert J. Shannon, Jr., Township Administrator – *Via Fax No. 201-891-9359*

THONET Associates Inc.

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February 3, 2005

Robert E. Landel Esq.
801 Franklin Avenue
Franklin Lakes, NJ 07481

(By US Mail and Fax: 201.891.7420)

Re: Additional Comments by the Township of Wyckoff
LOI Application – Block 320, Lots 10.02 and 11
Township of Wyckoff, Bergen County, NJ
Applicant: Canterbury Development Corporation

Dear Mr. Landel:

By letter dated November 17, 2004, Thonet Associates Inc. provided comments regarding the above-referenced Letter of Interpretation (LOI) application. Those comments focused on obvious errors in the wetlands delineation line as well as other application deficiencies. No comments were provided regarding the "resource value classification" of the site's wetlands. Thus, I address this issue in this letter.

Freshwater Wetlands "Resource Value" Classification

The "resource value classification" of the wetlands establishes the width of the transition areas (or buffers) for the wetlands. "Ordinary resource value wetlands" do not require transition areas. "Intermediate resource value wetlands" are subject to a standard transition area width of 50-feet. "Exceptional resource value wetlands" are subject to a standard transition area width of 150-feet. Thus, accurately determining the resource value of a site's wetlands is an important element of any LOI application.

In my opinion, none of the site's wetlands would be likely to be classified as "ordinary resource value" and thus we would expect a classification of either "intermediate" or "exceptional."

In this instance, the "resource value classification" of the site's wetlands will depend on whether or not the site's wetlands are present or documented habitat for threatened and/or endangered wildlife species.

If T&E wildlife species are presently utilizing the site, then this information should be formally documented by notifying the NJDEP of the existence of such species so that this information can be entered into the NJDEP's *Natural Heritage Database* and, if appropriate, included in the Department's *Landscape Project*, which documents existing habitat areas that should be preserved in order to support documented local populations of T&E wildlife species.

Thonet Associates has checked the NJDEP's *Natural Heritage Database and Landscape Project* and can report the following information at this time:

1. The only rare species currently documented on the subject site is "eastern box turtle." This species is of "special concern" in New Jersey but is not threatened or endangered, and thus would not influence the "resource value classification" of the site's wetlands.
2. The database does have records for occurrences *Carex haydenii* (Cloud sedge) and *Salix pedicellaris* (Bog willow), "...that may be in the immediate vicinity of the site..." Both of these are State endangered plant species, not wildlife species, and thus, would probably not influence the "resource value classification" of the site's wetlands.
3. Twenty-two (22) species of T&E vertebrates (birds, reptiles, amphibians, mammals) have been documented in Bergen County and "...if suitable habitat is present at the project site, these species have potential to be present."
4. Seven (7) species of T&E invertebrates (insects, mussels) have been documented in Bergen County, and "...if suitable habitat is present at the project site, these species have potential to be present."

Thus, although no T&E wildlife species are currently documented as being present on or near the subject site within New Jersey's *Natural Heritage Database and Landscape Project*, with twenty-nine (29) T&E wildlife species documented in Bergen County, it is possible that one or more of these species currently utilize the site and, if so documented, the site's wetlands could merit a "resource value classification" of "exceptional" in order to provide those wetlands with adequate protection.

Unfortunately, while the *New Jersey Freshwater Wetlands Protection Act Rules* purport to afford enhanced protection for wetlands with T&E wildlife species, the fact is that the NJDEP, in the past, generally has not required applicants to do any independent studies to identify T&E species, despite a specific requirement at NJAC 7:7A-10.2(b)7 that "Information an/or certifications regarding the presence or absence of endangered or threatened species habitat...or other features relevant to determining compliance with the requirements..." be submitted as part of every LOI application.

Therefore, if no T&E species have been already documented in the *Natural Heritage Database and/or the Landscape Project*, no enhanced protection would provided by New Jersey's freshwater wetlands rules, even if T&E species are actually present on the site. In my opinion, this "don't ask, don't tell" policy on the part of the NJDEP effectively precludes proper administration of the purported T&E enhanced protection rules found in the *New Jersey Freshwater Wetlands Protection Act Rules*.

However, as part of the applicant's LOI noticing requirements, the Township of Wyckoff's Planning Board, Building Inspector and Environmental Commission were all invited to provide comments regarding the LOI. This formal request for comments

provides the Township with an opportunity to provide constructive input to the LOI process regarding the possible presence of T&E wildlife species.

Thus, if the Township has information relevant to T&E species that are currently present on the property, it could provide that information to the NJDEP. In addition, if the Township has reason to believe that one or more T&E species may utilize this site, it would not be unreasonable for the Township to request that the NJDEP required that the applicant investigate this possibility and to notify the NJDEP, and the public, if T&E species are identified.

As I reported to you earlier, Mr. Rothauser and I observed a remarkable variety of bird species on the property and witnessed what appears to be very clean water conditions, despite the site's location within an otherwise developed area. These observations, together with the 29 documented T&E species of wildlife identified in Bergen County by the *Natural Heritage Database*, lead me to conclude that it is possible that one or more T&E species may be presently utilizing the subject site's wetlands.

Thus, investigating the actual presence or absence of such species could be important to an accurate assignment of "resource value" to the site's wetlands and it would be my recommendation that the Township request that the NJDEP and/or the applicant make some investigations to determine if any T&E species are present.

To this end, Thonet Associates offers the following information regarding the likelihood that certain T&E species may be utilizing the property.

General Site and Habitat Description

Habitat and land cover types immediately surrounding the site consist of an upland deciduous oak, hickory, maple forest, riverine bottomlands, palustrine wetlands, residential lawns, and some business uses.

The site itself is traversed by Goffle Brook, a tributary to the Passaic River, and its associated rivulets and wetlands. Goffle brook has a defined bed and banks, a cobble bottom and clear waters with minimal turbidity, indicative of relatively good water quality.

Forest cover on the site includes a frequently flooded stream/wetland system where deep mucks dominate the old lake bed and moderately to steeply sloping uplands with a mix of trees suited for mesic soil conditions. Where the site's relatively undisturbed uplands meet the site's stream/wetland system, disturbed site and early succession tree types dominate.

Very little woody vegetation exists in the shrub stratum of the forest interior (10% basal coverage). Dominants consist of Japanese barberry and marrows honeysuckle, both non-native species.

The herbaceous layer in the uplands is dominated by disturbed and invasive vegetative types such as garlic mustard, Japanese-stiltgrass and Japanese knotweed.

The significant degree of herbivorous browse and lack of understory species is indicative of a substantial onsite deer population. Within the wetlands a substantial diversity of both native and non-native disturbed site species were noted. Fair to good seed, berry, and mast producing species were noted.

Greenway connections are truncated to the north, south and east by residential and business developments. Forested cover continues off site to the west through a riparian forested greenway. Aerial photography of the Township of Wyckoff shows a preponderance of residential and business uses as well as recreational fields in the general area of the site. Within these landscapes one can see a patchwork of upland and wetland forested areas. Many of these forested patchworks appear to be connected via existing riparian corridors.

During Thonet Associates' field visit on November of 2004, a mixed flock of a hundreds of songbirds, including many migrating warblers, was observed in the forested wetland interior of this property, thus suggesting that the patchwork of habitat blocks that exists throughout the Township still has significant value to local and migratory wildlife.

Species and Potential for On-site Habitation

Dwarf-Wedge Mussel (Alasmidonta heterodon): Dwarf-wedge mussels are only known to exist in a few northern streams in the state. The water quality of the onsite stream appears to be relatively good, however, and its stable, vegetated streambanks, well structured cobble bottom, low turbidity, and free flowing water all suggest that this stream may have potential as a habitat for this federally endangered mussel. Accordingly, I would recommend that a survey for this species be conducted.

Barred Owl (Strix varia): Lack of pine-dominated uplands in the presence of mixed habitat types and contiguous bottomland and riverine habitats make this area a potential habitat for barred owl. The lack of upland coniferous tree stands may limit this habitat usage by the barred owls major competitor and enemy, the great-horned owl.

The position of this mixed habitat type in a surrounding landscape dominated by human habitations may discourage this species' ability to fulfill some of its life history requirements. This property has a significant wetland element with substantial riparian buffered uplands consisting of canopy tree species that fit the scientific literature's described habitat for barred owl.

The NJDEP's *Technical Manual for Land Use Regulation Program, Bureau of Inland, Bureau of Coastal Regulation, Exceptional Resource Value Wetlands* (Technical Manual) presents the "protocols" used by the NJDEP for establishing "exceptional resource value wetlands" based documentation of State or Federal endangered or threatened species.

The Technical Manual states that "In northern New Jersey, Bosakowski et al. (1987) reported preferential use of oak hardwood (Quercus spp., Carya spp., Fraxinus americana, Acer rubrum, Betula lenta, Tilia americana, Liriodendron tulipefera, Prunus serotina, Betual alleghaniensis and Fagus grandifolia)...forests" with virtually all sightings occurring within 100 meters of wetlands or waterbodies. [Page 116, Technical Manual]. Nearly all of these species exist on site.

The Technical Manual also indicates that nesting habitat consist of mature stands of elm (Ulmus spp.), beech (Fagus spp.), oaks, hickories (Carya spp.), yellow birch (Betula alleghaniensis), sycamore (Platanus occidentalis), and aspen (Populus spp.), all species present on the site.

The secondary sere stage forest present cover condition depicts minimal dead wood and snags which may limit the nesting potential for this species. However, the extensive riparian corridor habitat with significant bottomland cover makes it hard to ignore the potential for this species utilizing the site for the foraging aspects of its life history.

No records exist on the NJDEP Landscape Project for barred owls on this property. Wyckoff is at the fringe of the barred owls range in the state. Barred owls, however, have been expanding their numbers throughout their range in recent years and the site does have habitat elements conducive to the bird's life history requirements. Accordingly, I would recommend a survey to determine the presence/absence for this species on the site.

Such a survey could take place at anytime during the year (this species will respond to taped and artificial calling mimicry of their common territorial call anytime during the year). However, the greatest success response occurs during the months of March – July.

Cooper's hawk (Accipiter cooperii) and Red-shouldered hawk (Buteo lineatus): Both of these birds of prey (raptors) utilize mixed deciduous, open woodland, and riparian habitats. The red-shouldered hawk has a stronger proclivity to bottomland swamps than does the cooper's hawk. The Cooper's hawk is more likely to utilize this habitat type as it is able to coexist better with man made infrastructures.

Songbirds are the Coopers hawk main diet and readily accessible in residential areas where bird feeder use is on the increase across the country.

Red-shouldered hawks are less tolerant to human disturbance and prefer more interior wetlands in larger scale habitat patches.

The restricted size of the riparian corridor and the proximity to human habitation may be a limiting factor on this site for red-shouldered hawk. Neither species shows occurrence on the NJDEP i-map in Wyckoff or the surrounding towns.

Our knowledge of these species is that both raptors could show up and even breed in small habitat patches such as are found on the site. The nesting red-shouldered hawks we have recently discovered have all been close to human dwellings in close proximity to bottomland habitats.

The red-shouldered hawk it appears may become bolder as its habitat choices are shrinking and competition with its revival, the red-tailed hawk increases. Cooper hawks are readily seen hunting songbirds and small mammals in residential areas throughout the state at bird feeding stations.

A late winter survey for Cooper's hawk and late winter, early spring survey for red-shouldered hawk is therefore warranted in order to determine the presence/absence for these two birds of prey.

Wood Turtle (Clemmys Insculpta): The NJDEP Landscape Project has no records for the state threatened wood turtle in this section of Wyckoff.

Records do exist within a two mile radius of the property. As described in this species habitat profile taken from Technical Manual, the site proper and directly offsite meets the criteria for wood turtle. Both aquatic and terrestrial environments with sufficient vegetative and abiotic structure exist on the site consistent with the needs for wood turtle life history requirements.

A limiting factor for wood turtles on this property is the lack of open pasture land and non-human disturbed upland forested areas. The adjacent railroad bed that runs adjacent to the site and to the north could be utilized for nesting turtles as sighted in many natural history profiles for this species.

Open basking areas with good herbaceous cover exist along the banks of the Goffle brook. This brook as previously mentioned appears to have relatively good water quality characteristics, clear waters, sinuosity, little bank erosion and cobble bottoms, all of which would be attractive to wood turtles.

The Goffle brook is connected to other wetland systems, ponds and small lakes. Substantial riparian buffer exists throughout its reach where road crossings seem to be the only disturbance that might be considered an impediment for the wood turtle's nomadic life style. Even where the brook meets a road, bridges cross over it where wood turtles can easily pass under. A major cause for the decline of this species is the fragmentation of its habitats due to human encroachment, especially near viable watercourses and wetlands within their range.

The range map for wood turtles indicates that Wyckoff is on the fringe of its territorial range. The problem with current species profile range maps is that sufficient field surveys are lacking to accurately assess geographical home ranges for individual species.

The NJDEP Endangered and Non-game Species Program (ENSP) biologists are continuing to update range maps for individual species. In respect to wood turtles the ENSP has been deluged with new sightings for this species. In 2004 alone Mr. Rothauser has found 4 wood turtles in areas of the state that were not indicated in Natural Heritage Database or the NJDEP i-map databases.

Accordingly, I would recommend that mid-March to early-April field surveys be conducted, timed with the emergence period of this species from their hibernacula.

Recommendation

I hope that this information will assist the Township in providing its comments to the NJDEP regarding the subject LOI application. In that regard, I would recommend that your office forward these additional comments to the NJDEP for its consideration together with a recommendation that either the NJDEP or the applicant conduct investigations aimed at reasonably determining the presence or absence of threatened or endangered species on the subject site.

Very truly yours,

THONET ASSOCIATES INC.

John A. Thonet, PE, PP
President

cc: Mr. Robert J. Shannon, Jr. (By fax: 201.891.9359)

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JUL 5 2005
ADMINISTRATOR

July 1, 2005

Mr. Robert J. Shannon, Jr.
Wyckoff Township Administrator (By US Mail and Fax: 201.891.9359)
Memorial Town Hall
340 Franklin Ave.
Wyckoff, NJ 07481

Re: Comments by the Township of Wyckoff
NJDEP-Approved Letter of Interpretation (LOI) dated June 21, 2005
Block 320, Lots 10.02 and 11, Township of Wyckoff, Bergen County, NJ
Applicant: Canterbury Development Corporation

Dear Mr. Shannon:

I am in receipt of your letter dated June 29, 2005 enclosing a copy of the NJDEP's LOI approval letter and the accompanying approved freshwater wetlands delineation for the above-referenced property.

The LOI approval letter is dated June 21, 2005. The approved wetland delineation drawings are entitled *Wetlands Plan – Cantebury Development Corporation* (2 Sheets), dated August, 6, 2004, last revised on May 9, 2005. The *Wetlands Plan* was prepared by Control Point Associates, Inc.

The letter indicates that, In accordance with NJAC 7:7A-1.7, any person aggrieved by this decision may request a hearing within 30 days of the decision date by writing to the NJDEP/Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, P.O. Box 402, Trenton, NJ 08625-0402. Thus, a request for an adjudicatory hearing must be made by July 21, 2005. If the Township elects to request this hearing, the request must include a completed copy of the Administrative Hearing Checklist.

By copy of this letter to Robert E. Landel, the Township of Wyckoff Attorney, Mr. Landel is advised of this deadline for requesting an adjudicatory hearing.

Comments

By letters dated November 17, 2004 and February 3, 2005, Thonet Associates provided the Township with comments regarding the LOI application for the above-referenced property. These comments were subsequently submitted to the NJDEP by Robert E. Landel, Esq., on behalf of the Township of Wyckoff.

The following comments revisit each of the issues raised in those two previous comment letters and explain ***(in bold, italic print)*** how those comments have been addressed or not addressed to date.

1. The Township's November 17, 2004 Comments – This comment letter consisted of 12 pages of detailed comments regarding deficiencies in the freshwater wetlands documentation and noticing and some readily apparent inaccuracies in the freshwater wetlands delineation presented.

   a. Field observations regarding the accuracy of the flagged freshwater wetlands boundary:

      On November 10, 2004, Mr. Blaine Rothauser, Thonet Associates' Chief Biologist and Naturalist, and I walked the flagged wetland boundary line for purposes of evaluating the general accuracy of the line and to note areas where the line appeared to be inaccurate. Our field inspection was non-intrusive...meaning that our inspection was limited to observation of the site's vegetation and hydrologic indicators and observations regarding the saturation of the site's soils evident from walking upon those soils. We also took note of any wildlife on the site. No disturbance of the site occurred.

      Most, but not all, of the wetland flags were still present and enough of the flags still retained legible flag numbers to permit us to know where we were at all times utilizing the applicant's submitted wetlands mapping with the numbered flag locations as a guide.

      During our site walk we observed obligate and facultative-wet (FACW) wetland vegetation, such as Tussock Sedge (*Carex stricta* -- obligate) and Phragmites (FACW) in numerous locations outside of the flagged wetland boundary by 10 to 20 feet, thus strongly suggesting that the wetlands boundary line was incorrect at those locations and further suggesting that the wetland boundary as currently flagged was generally too small and did not encompass all of the wetlands present.

      The approved LOI does not address these observations of obvious additional wetland.

      In addition to the wetland boundary being obviously understated in numerous locations, we observed two (2) specific locations, encompassing relatively large areas, where the flagged wetland boundary was so obviously wrong that they merit specific discussion:

      Incorrectly Delineated Area No. 1 -- The applicant's flag numbers U101 to U114 delineate a 180-foot long by 40- to 140-foot wide "upland" of about 0.35 acres in area that is clearly and obviously wetlands.

      The applicant has made a significant revision the originally submitted wetlands boundary in this location, and the new delineation is clearly more accurate than the originally proposed wetland boundary in this area. However, we note that the applicant has still delineated two smaller upland areas in this same general location where, based on our

field inspection, no uplands exist. Thus, the delineation in this area is still in dispute.

We have been provided with no documentation regarding the soils, hydrology, and vegetation on which the re-delineation of the wetlands in this area were based and presumably the Township of Wyckoff has received no additional documentation regarding this revision.

Please note that absent copies of the documentation regarding the new delineation in this area of the site, the Township of Wyckoff would not have the information necessary to review the new delineation and make an informed judgment as to the reasonableness of that new delineation. Of course, the public, too, would have been equally deprived of its legal right to review the new information.

This is why, under NJAC 7:7A-12.1(d), if the NJDEP requests additional information of the applicant, as in this case it clearly has, the applicant is required to provide copies of the additional information to all of the parties who received a copy of the initial application. This procedure does not appear to have been followed by the applicant.

In my opinion, the public has thus been improperly denied its right to review the revised application and submit informed comments prior to the Department's approval of that application.

Finally, I note that the LOI approval letter indicates that the NJDEP's only site inspection was on October 1, 2004, 7-months prior to the revised wetland delineation. Thus, the NJDEP does not appear to have revisited the site to confirm the accuracy of the applicant's new delineation in this area.

With no site inspection made by the Department to confirm the reasonableness of the new delineation and no new documentation provided by the applicant to support the revised delineation, the Department clearly has no valid basis for approving the revised delineation and the public has no reasonable basis for providing informed comments.

Incorrectly Delineated Area No. 2 -- A 110-foot by 160 foot area of wetlands (about 0.4 acres) is also delineated as "uplands" on the applicant's submitted wetlands mapping. This area is delineated by wetland flags numbered U230, U231 ZZ, U232 through U241, and U200 through U206.

In this instance the applicant again has made a significant revision the originally submitted wetlands boundary in this location, and the new delineation is clearly more accurate than the originally proposed wetland boundary in this area.

However, we again point out that the Township, and thus the public, have been provided with no documentation regarding the soils, hydrology, and vegetation on which the re-delineation of the wetlands in this area were based and thus can provide no informed comments regarding this revised delineation.

Thus, similar to the above-cited situation, in my opinion, the public has been improperly denied its right to review the revised application and submit informed comments prior to the Department's approval of that application.

Also, similar to the above-cited situation, I note that based on the information provided in the LOI approval letter, the NJDEP does not appear to have revisited the site to confirm the accuracy of the applicant's new delineation in this area.

Thus, once again, with no site inspection made by the Department to confirm the reasonableness of the new delineation and no new documentation provided by the applicant to support the revised delineation, the Department clearly has no valid basis for approving the revised delineation and the public has no reasonable basis for providing informed comments.

b. Comments on the technical documentation submitted by the applicant in support of the flagged wetland boundary:

NJAC 7:7A-10.3 and the NJDEP's *LOI Application Checklist* require submission of the following technical information regarding soils, vegetation, and hydrologic indicators in support of the wetland delineation:

1) Data sheets or other materials that explain and support the delineation.

The application provided to the Township for its review included no "data sheets" presenting soils, hydrology, and vegetative information necessary to support the delineation.

Instead, the applicant incorporated all of the supporting documentation on to a drawing entitled "Figure 4 – Maple Lake Estates – Wetland Delineation," prepared by C&H Environmental, Inc. and dated August 4, 2004.

This drawing included the following supporting documentation with regard to soils, vegetation, and hydrologic indicators.

a) Soils:

(1) Soil Borings in the Delineated Upland Areas – Eight (8) soil borings were taken in the site's delineated upland areas in support of approximately 7,400 feet (1.4 miles) of wetlands line. This amounts

to one (1) upland soil boring for every 925 feet (about 0.2 miles) of wetland line delineated.

These comments made in the Township's November 17, 2004 comment letter remain unaddressed by the Department.

Thus, it continues to be my professional opinion that this is simply an insufficient number of soil borings to accurately define such a large wetland boundary, a fact that has already been demonstrated by the significant wetland boundary changes that the applicant has already acknowledged needed to be made to the original delineation submitted.

In addition, in the Township's November 17, 2004 comments, it was noted that many of the upland soil borings were taken in locations that contribute little to the accurate determination of the freshwater wetland delineation line. For example:

One upland soil boring, located in the northwest end of the site, was dug on top of a hill, at the top of a steep slope rising so high above the stream that the topography on the applicant's mapping was discontinued.

This boring is depicted on the applicant's plans as having been dug at a location about 40 feet outside of the delineated wetland boundary and probably at least 15 feet higher (topographically) than the nearest wetlands.

No soil boring was necessary at this location as it is clear, even by observation, that the wetland boundary would not be even remotely close to the location of this soil boring.

Thus, while I have no objection to the applicant providing a "typical" upland soil boring on top of a hill, the boring, nonetheless, contributes nothing to the accurate delineation of the site's wetlands.

Four (4) of the upland soil samples taken, including the above-noted sample, are depicted as being located 30 to 50 feet outside of the delineated wetland boundary. Such samples are simply too far away from the wetland boundary to be helpful in accurately delineating the freshwater wetland boundary line.

Thus, 40 percent of the upland soil samples provide only "typical" soil samples on areas of the site remote from the freshwater wetlands boundary.

There has been no change in the documentation provided by the applicant in this regard.

Thus, the documentation continues to be insufficient to accurately delineate the site's freshwater wetlands boundary.

(2) *Soil Borings within the Delineated Wetland Areas -- Only two (2) soil borings were taken in the site's delineated wetland areas in support of approximately 7,400 feet (1.4 miles) of wetlands line. This amounts to one (1) wetland soil boring for every 3,700 feet (0.7 miles) of wetland line delineated.*

There has been no change in the documentation provided by the applicant in this regard. This is clearly an insufficient number of soil borings to accurately define such a large wetland boundary.

b) *Hydrologic Indicators – No site specific data regarding observed hydrologic indicators were provided with this application.*

There has been no change in the documentation provided by the applicant in this regard. The application continues to be incomplete in this regard.

c) *Vegetation:*

(1) *Site- specific vegetation sampling locations within the site's upland areas – Vegetation was documented for ten (10) selected areas within the site's uplands. With regard to this information, we note the following:*

(a) *Two (2) of the vegetative inventories named only facultative and facultative upland species of trees and shrubs in areas clearly dominated by obligate and facultative-wet plant species, as documented during our field investigations discussed above.*

The applicant has now acknowledged this error by re-delineating the site's wetlands in these two areas but has not provided corrected vegetative sampling results to support the new delineation for the public's review.

(b) *Four (4) of the upland vegetative sampling locations (40 percent) include only the dominant tree species. This suggests that at 40 percent of the upland locations sampled, there were no herbaceous or shrub layer dominants. This is unlikely.*

This comment remains unaddressed by the applicant or the Department.

(c) Seven (7) of the upland vegetative sampling locations (70 percent) include only the dominant tree species and shrub species. This suggests that 70 percent of the upland locations sampled have no dominants in the herbaceous layer. This is unlikely.

This comment remains unaddressed by the applicant or the Department.

(d) Only two (2) dominant herbaceous species of vegetation were documented within the site's upland areas, those being "hay-scented fern" and "wood fern."

These ferns were documented at only three (3) of the ten (10) locations sampled, suggesting that 70 percent of the upland areas sampled had no dominant herbaceous vegetation. This would be unlikely, and indeed, as indicated earlier in this comment letter, was clearly wrong in at least two (2) specific and significant locations in the originally submitted delineation.

This comment remains unaddressed by the applicant or the Department.

Thus the applicant's consultants did not fully and accurately document the site's dominant species in the herbaceous and shrub layers, at least in some locations. Thus, this vegetative documentation is incomplete.

This conclusion remains unchanged.

(2) <u>Site-specific vegetation sampling locations within the site's wetland areas</u> – Vegetation was documented for five (5) selected areas within the site's wetlands. With regard to this information, we note the following:

(a) An overwhelmingly dominant wetland species found within the site's old lakebed is the obligate Tearthumb. This overwhelming dominant species was not even listed in the applicant's vegetative inventory of the lakebed area. This would appear to be either a significant oversight or a failure to recognize this important wetland indicator species.

The applicant has provided no updated vegetative inventory information with the new wetlands delineation in this area despite a significant change in the wetland delineation.

(b) The five (5) vegetative sampling points provide "typical" dominant vegetative characteristics within the site's wetland areas but provide no location-specific documentation was provided that would be relevant to documenting the accuracy of the 7,400 feet of the wetland delineation line flagged in the field.

The purpose of the vegetative documentation, as well as the soils and hydrologic indicator documentation is to permit the wetland to be accurately flagged.

The documentation provided does not fulfill this objective and this was obvious from our field inspection in which significant additional wetlands were observed outside the flagged wetlands boundary.

This comment remains unaddressed by the applicant or the Department.

2) Soil borings and/or other physical indicators of the presence or absence of freshwater wetlands, transition areas and/or State open waters. In particular, the NJDEP's *LOI Checklist* requires that soil borings must be taken as follows:

a) Each soil boring must be at least 18-inches deep, and must be deeper if necessary to provide clear evidence of the soil characteristics at that location on the site. Deeper borings are often necessary in atypical or disturbed wetlands.

In this instance, no soil borings deeper than 14-inches were provided. Thus, none of the soil borings provided meet the NJDEP's written LOI Checklist requirements.

The application continues to be incomplete in this regard.

In addition, please note that the applicant's LOI submission acknowledges that "...removal of a dam in the early 1990s severely altered the site characteristics..." and thus, to some extent the wetlands may represent atypical or disturbed wetlands.

Disturbed areas require special investigative procedures that are specified in the Federal Manual. There is no information contained in the LOI application that was submitted to suggest that the special procedures were followed.

b) Soil borings shall be taken along a line perpendicular to the wetlands boundary, starting in the definite wetland area and moving towards the uplands.

As I have documented earlier in this letter, no such soil borings were provided in the applicant's LOI submission.

The application continues to be incomplete in this regard.

c) The number of soil borings must be sufficient to provide a representative sampling of the soil on the site. The Department may require additional borings if necessary to provide a representative sampling.

As noted earlier, only ten (10) soil borings were provided, eight (8) in the site's uplands and two (2) in the site's wetlands. In my opinion, this limited soil sampling is insufficient to accurately delineate the site's 7,400 foot long wetland delineation.

The application continues to be incomplete in this regard.

c. Comments relating to other submitted information:

1) *Wetlands Plan – Canterbury Development Corporation* (2 Sheets), dated August 6, 2004, prepared by Control Point Associates, Inc. – This map, shows the site's freshwater wetlands boundaries as delineated by "J. H. Crow Company, Inc." The map is well-prepared and was very helpful to us in understanding the proposed wetland delineation.

We do note, however, that the name of the firm that delineated the wetlands is C&H Environmental, Inc. is a different legal entity than "J. H. Crow Company, Inc." referenced on these plans. Accordingly, this reference to J. H. Crow Company, Inc. should be corrected or clarified, prior to the NJDEP's approval of a wetland delineation plan for this site.

This correction has not been made on the revised Wetlands Plan approved by the Department.

Figure 4 – Maple Lake Estates – Wetland Delineation, dated August 4, 2004, prepared by John H. Crow, Ph.D. of C&H Environmental, Inc. – This wetland delineation map includes a note stating, "This map is not a survey and is to be used for illustrative purposes only. All survey information provided by Control Point and used with permission.

Thus, if and when a wetlands delineation map is approved by the NJDEP, it cannot be this map because it is not a survey and is for illustrative purposes only.

The Department appears to have acknowledged this fact and thus, the approved Wetland Plan is a properly surveyed plan.

d. The submitted LURP #1 form:

I note that under "D. Statement of Preparer of Plans, Specifications, Surveyor's or Engineer's Report, no one has signed as the person responsible for preparing the wetlands plan.

The Department does not appear to have addressed this deficiency.

e. Public Notice:

The application provided to the Township for its review was demonstrably incomplete in comparison with the NJDEP's *LOI Checklist* requirements for technical supporting data on soils, vegetation, and hydrologic indicators. The application's incompleteness was clearly documented in the Township's November 17, 2004 comment letter.

This deficiency has not been corrected.

Proper public notice requires the filing of a complete application with the Township Clerk for the public's review. Incomplete applications don't count, even if it was the Department's oversight in not officially declaring the application "incomplete."

Thus, in my opinion, the demonstrable incompleteness of this application renders the public notice flawed. Simply put, the public is entitled to review a complete application.

The demonstrable incompleteness of the application provides legitimate grounds for appealing the NJDEP's decision regarding this application.

2. The Township's February 3, 2005 Comments – These comments provided information relevant to the potential presence of threatened and endangered species on the subject tract.

Neither the applicant nor the Department responded to these comments.

In summary, I find that the subject LOI application reviewed and approved by the NJDEP was never a complete application and thus the public, including the Township of Wyckoff has been denied its right to review a complete and properly prepared application.

In addition, I find that, despite having made substantive changes to the wetland delineation, the applicant provided no additional documentation of the soils, vegetation or hydrology to support the changed delineation. Thus the public has never had the opportunity to provide informed comments regarding the revised delineation.

Finally, I note that the Department failed to respond to the vast majority of the technical documentation issues raised in the Township's comment letters.

Please note that the recent POND decision (Superior Court of New Jersey, Appellate Division, Docket No. A-5597-02T3) remanded an NJDEP decision back to the Department because the Department had not set forth the required findings of fact in support of its approval and further found that the record for the application contained insufficient findings to support the Department's decision. This application would appear to include nearly identical circumstances.

I hope that this information will assist the Township its continuing involvement with the subject LOI application.

If the Township decides to request an adjudicatory hearing, I would recommend that this letter be included as supporting documentation for that request.

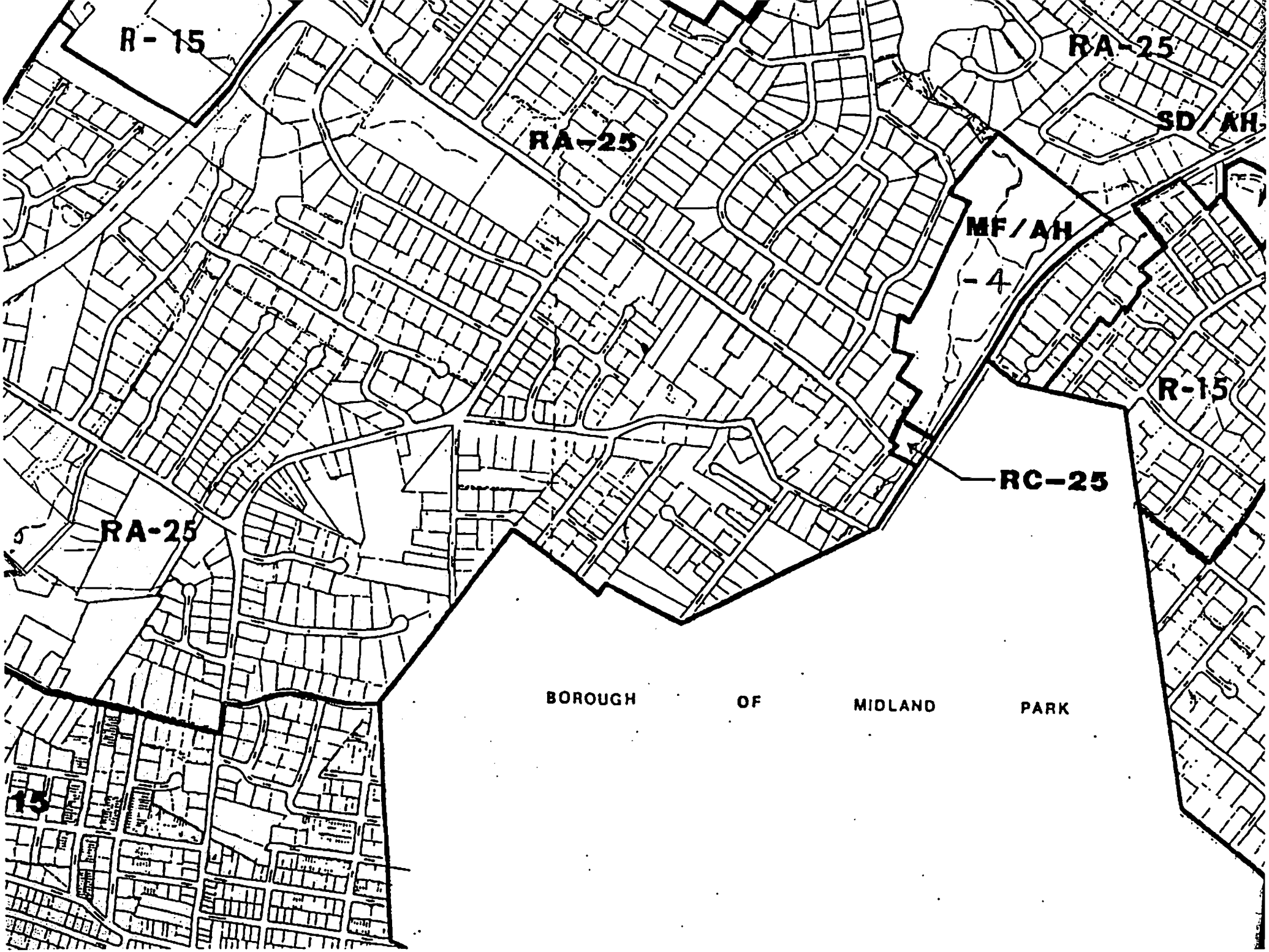
Very truly yours,

THONET ASSOCIATES INC.

John A. Thonet, PE, PP
President

cc: Robert E. Landel, Esq. (By US Mail and Fax: 201.891.7420)

MAPS OF SARNA SITE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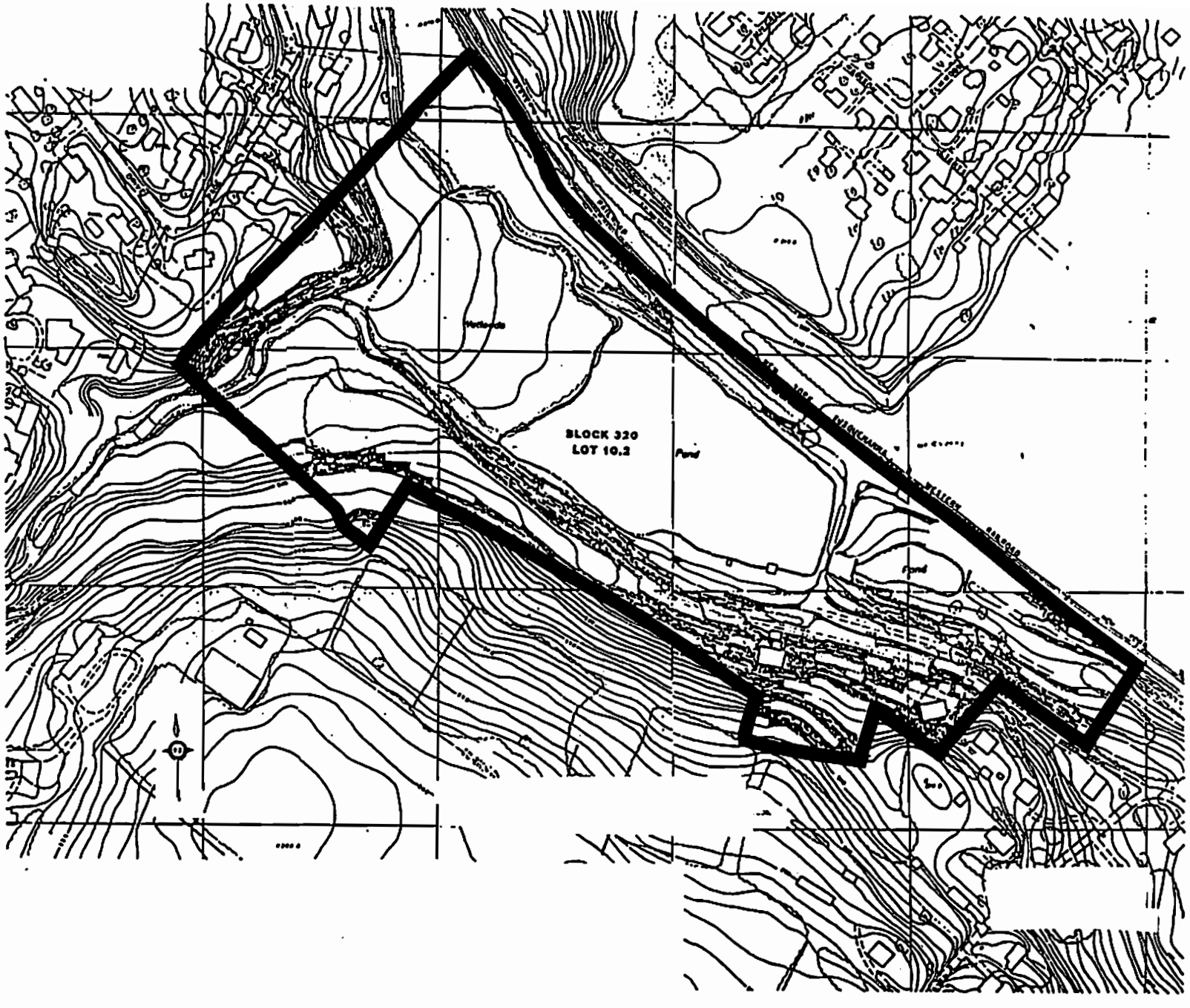
RA-25
RA-25
SD/AH
MF/AH
-4
R-15
RC-25
RA-25
BOROUGH OF MIDLAND PARK
15



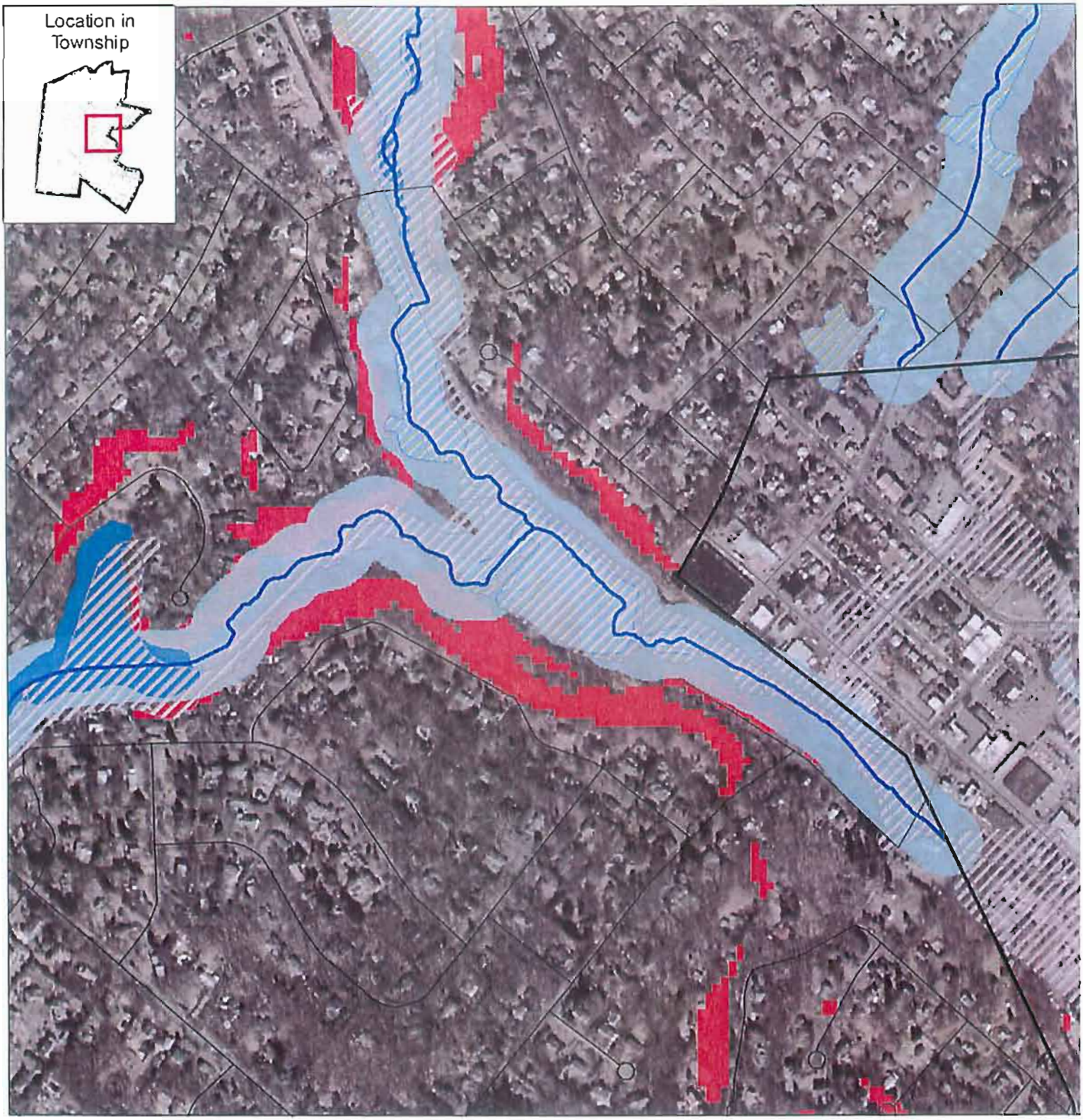
SARNA SITE

Environmental Constraints

Portion of Wyckoff Township
Bergen County, New Jersey

November 2008

November 2008



Legend

- 100 yr. Floodplain
- 15% Slope or Greater
- Water
- Stream
- Wetlands
- 150' Stream Buffer

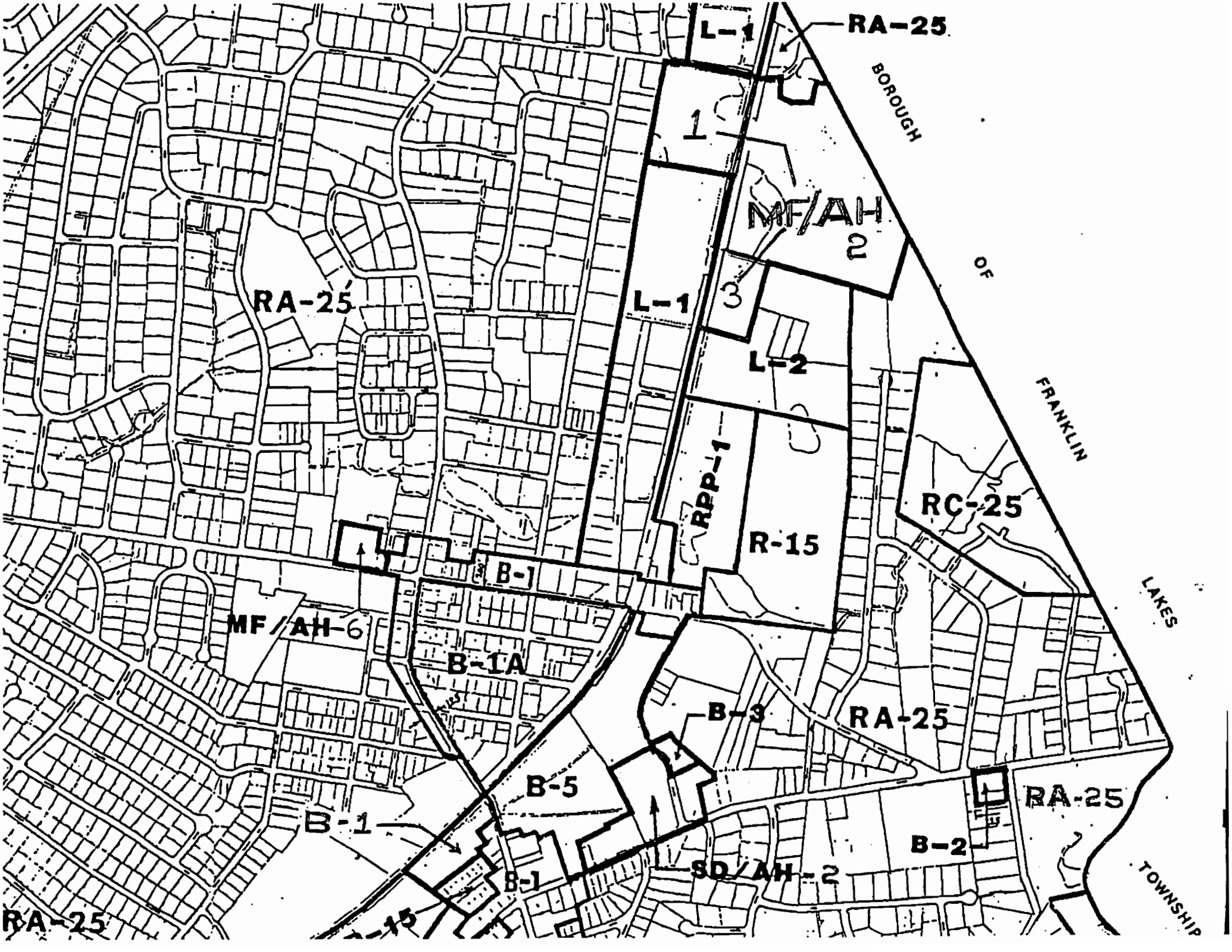
N
W
E
S

0 250 500 1,000 Feet

Data Source: NJDE

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

MAPS OF ROCKLAND SITE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RA-25
BOROUGH
OF
FRANKLIN
LAKES
TOWNSHIP
1
MF/AH
2
3
L-1
L-2
RA-25
RPP-1
R-15
RC-25
B-1
MF/AH-6
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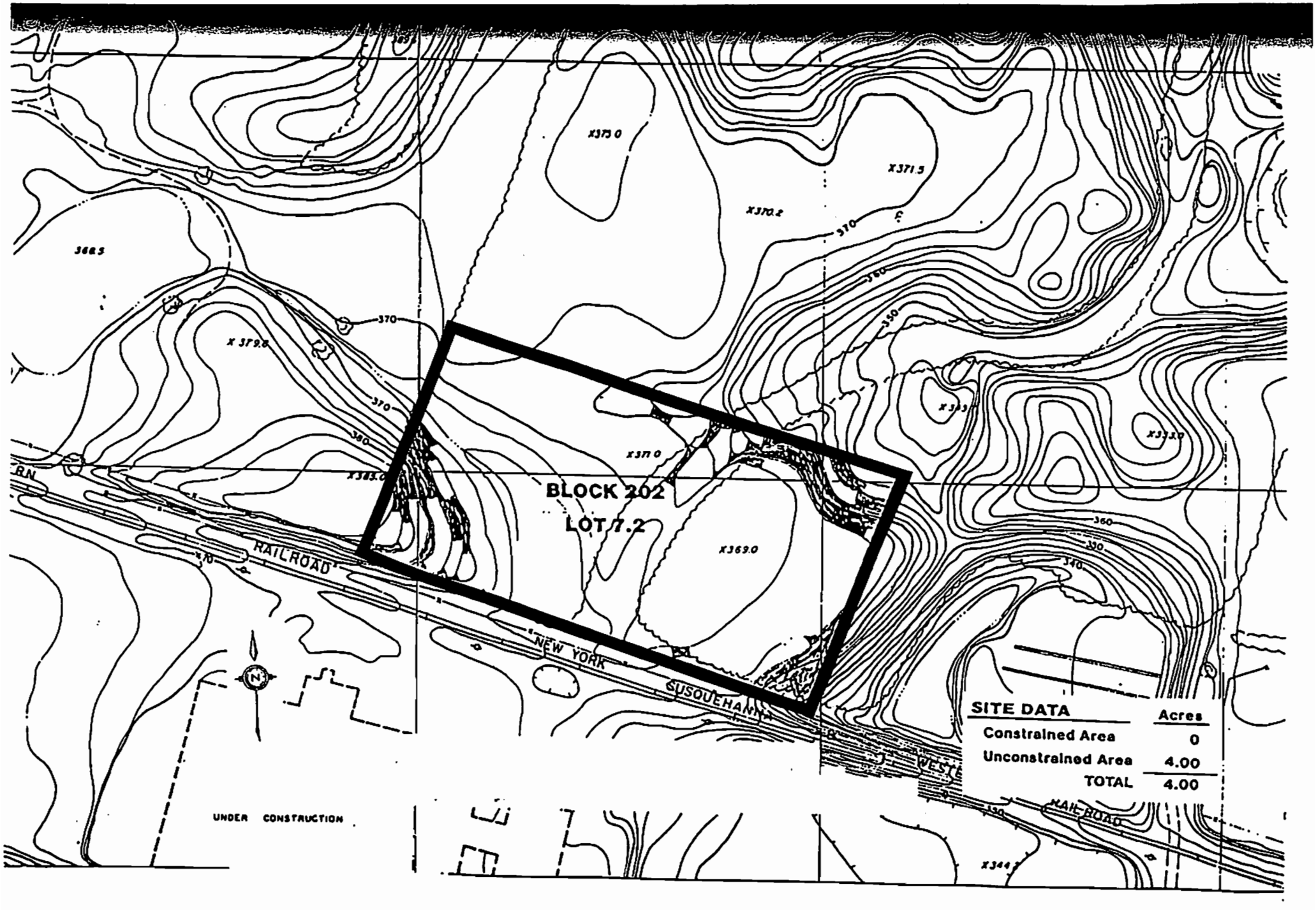
B-3
RA-25
B-5
B-1
B-1
B-2
RA-25
SD/AH-2
RA-25



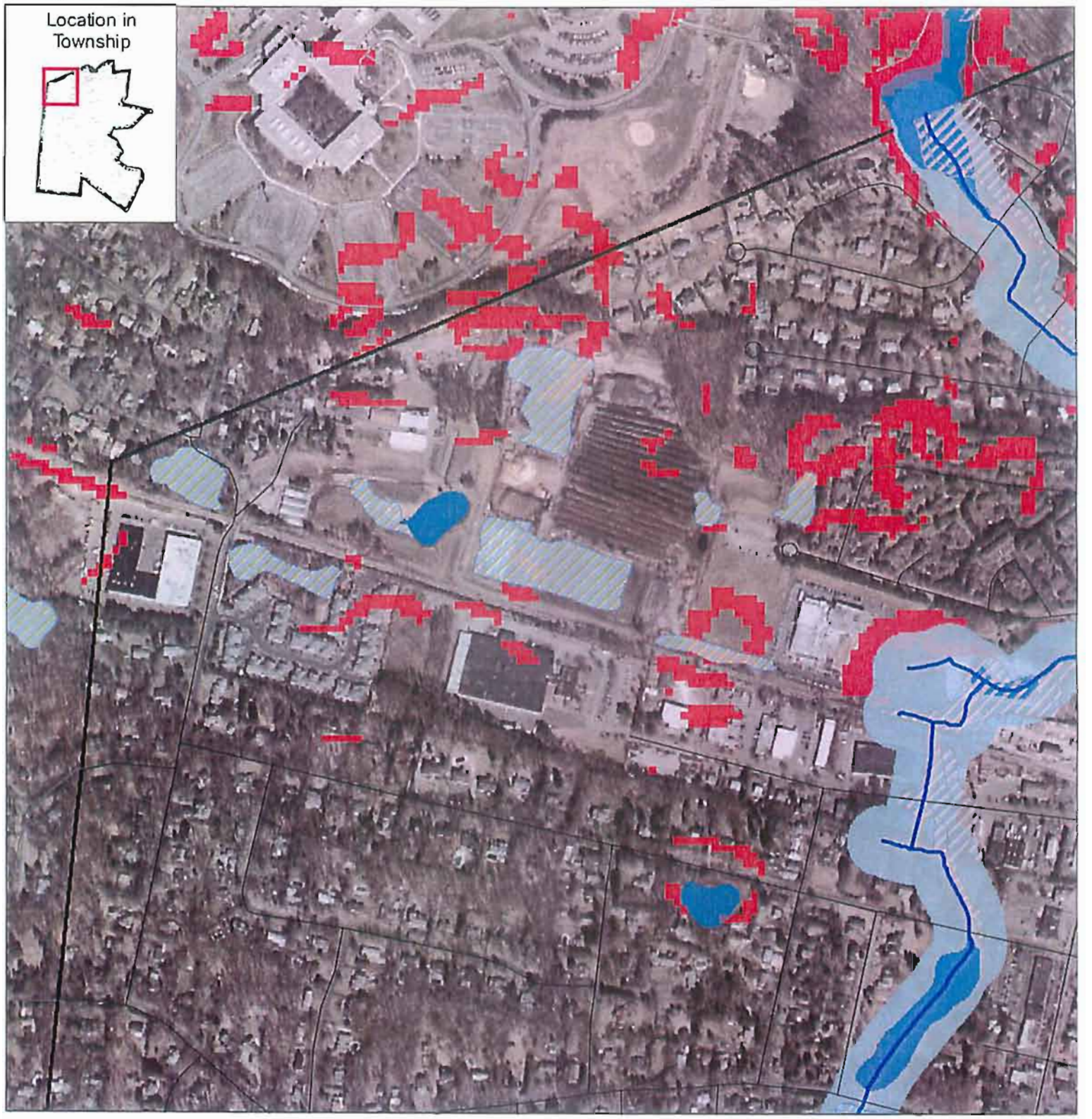
ROCKLAND SITE

Environmental Constraints

Portion of Wyckoff Township
Bergen County, New Jersey

November 2008

November 2008



Legend

- 100 yr. Floodplain
- 15% Slope or Greater
- Water
- Stream
- Wetlands
- 150' Stream Buffer

N
W E
S

0 250 500 1,000 Feet

Data Sources
NJDEI

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State-authorized.

PROPOSED ZONING AMENDMENT ELIMINATING SARNA AND ROCKLAND SITES FROM PLAN

TOWNSHIP OF WYCKOFF
SCOTT PLAZA
WYCKOFF, NEW JERSEY

PROPOSED ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE TO DELETE THE MF-AH-4 ZONE AND REZONE LOT 10.02, BLOCK 320, AS RA-25, AND TO DELETE THE MF-AH-3 ZONE AND REZONE LOT 7.2, BLOCK 202, AS L-2

BE IT ORDAINED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, as follows:

Section 1. Purpose

The purpose of this Ordinance is to amend the Zoning Map and Zoning Ordinance of the Township of Wyckoff to rescind the current MF-AH-4 and MF-AH-2 Zones; to rezone the property designated on the Wyckoff Township Tax Map as Lot 10.02, Block 320 as RA-25; and to rezone the property designated on the Wyckoff Township Tax Map as Lot 7.2, Block 202 as L-2. These zoning changes are consistent with the land uses and zoning of adjacent properties.

In the case of Lot 10.02, Block 320, the rezoning is consistent with the recommendation of the Planning Board in the Amendments to 2004 Periodic Reexamination Report and Land Use Plan Element of Master Plan, adopted November 21, 2005, for all of the reasons set forth therein and in the Third Round Housing Element and Fair Share Plan, adopted by the Planning Board on November 21, 2005, and revised and adopted by the Planning Board on December 16, 2008.

In the case of Lot 7.2, Block 202, the rezoning is consistent with the ownership of the property by a utility company and with the recommendation of the Third Round Housing Element and Fair Share Plan adopted by the Planning Board on December 16, 2008.

Section 2. Amendments to Zoning Map and Zoning Ordinance

A. Property identified on the Wyckoff Township Tax Map as Lot 10.02 in Block 320 is hereby rezoned from its current designation as MF-AH-4 to RA-25. The MF-AH-4 zone is hereby deleted from the Zoning Map and all references thereto are hereby deleted from the Zoning Chapter.

B. Property identified on the Wyckoff Township Tax Map as Lot 7.2 in Block 202 is hereby rezoned from its current designation

as MF-AH-2 to L-2. The MF-AH-2 zone is hereby deleted from the Zoning Map and all references thereto are hereby deleted from the Zoning Chapter.

Section 3. Severability

If any portion, paragraph, clause, sentence or phrase of this Ordinance is determined to be invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining portions of this Ordinance.

Section 4. Effective Date

This Ordinance shall take effect immediately upon publication of Notice of Final Passage in the manner provided by law.

APPENDIX G
JUSTIFICATION FOR RETENTION OF ABMA FARM SITE

Description of Abma Site
Maps of Abma Site

Description of Abma Farm Site

This site is identified on the Township Tax Map as Lot 4, Block 202. It encompasses approximately 27.7 acres of farmland, greenhouses, nursery and orchard as well as a retail farm market.

Although there are some environmental constraints affecting portions of this property, it represents a substantial area of developable land in Wyckoff.

The owner of record is Abma and Sons, Inc., 700 Lawlins Road, Wyckoff, New Jersey 07481.

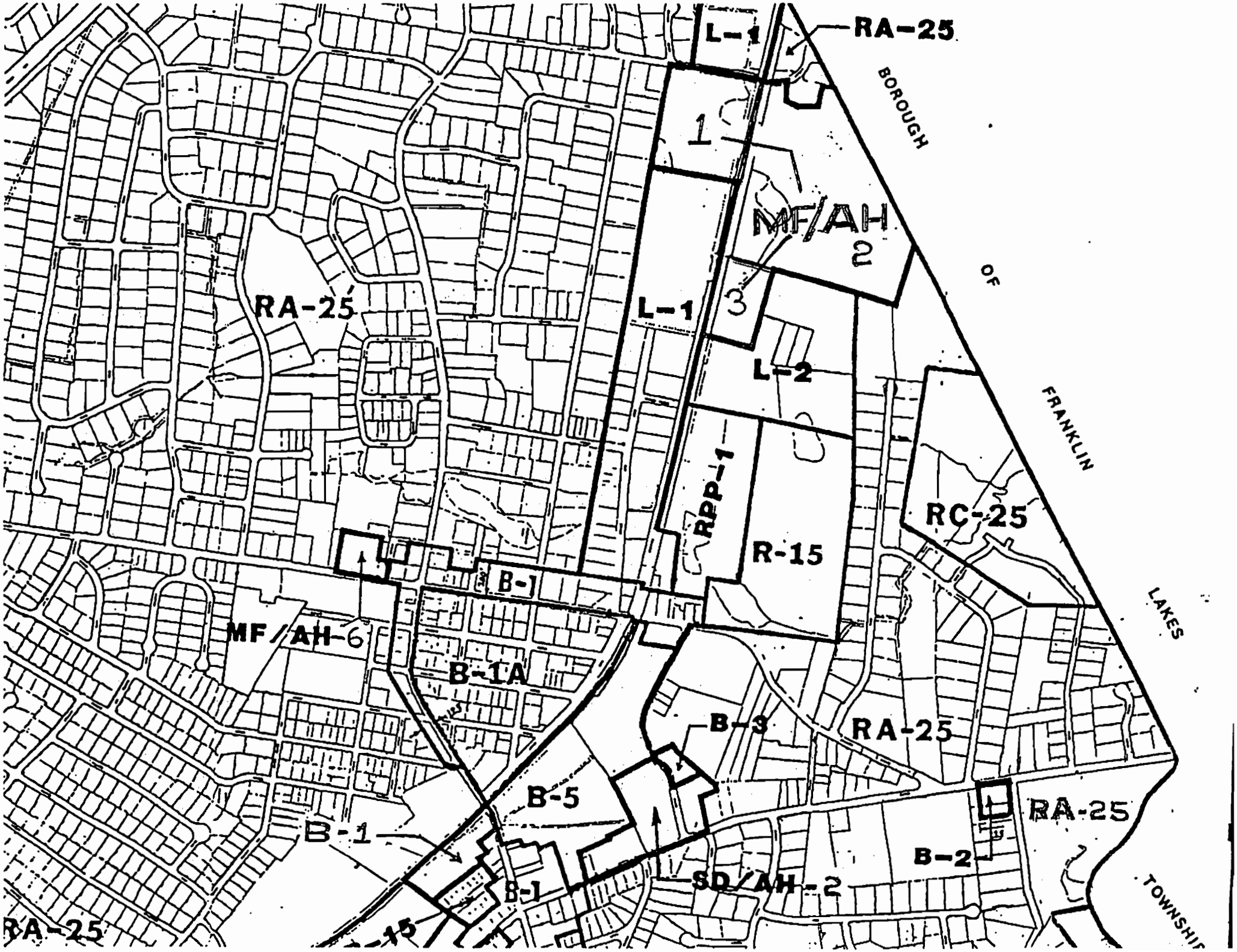
Access to this property is from Lawlins Road. Surrounding land uses include single-family homes, the Fieldstone development (another inclusionary residential development), vacant land and industrial uses.

The site is located in Planning Area 1 on the State Plan maps. The Abma Farm is not a critical environmental site nor is it an historic or architecturally important site. It is not known to be contaminated.

The site is encompassed within Wyckoff's sewer and water service areas and has access to both utilities.

The site has some steep slope and wetland areas as well as a farm pond. Nevertheless, it is Wyckoff's largest remaining undeveloped property, and even with the constraints that exist, over 10 acres of land are clearly developable, and perhaps as many as 20 acres, depending on site-specific analyses that have yet to be done.

The site has been zoned MF-AH-2 since the first round Housing Element and Fair Share Plan. It has not developed with inclusionary residential development because it is an active working farm, the last of its kind in Wyckoff. It is proposed that the density of development permitted on this site be increased from 9.6 units per acre (the currently permitted density) to 11 units per acre if the affordable units will be for sale and 14 units per acre if the affordable units will be for rent and that the set-asides be increased to 25% and 20%, respectively, consistent with COAH's Third Round Rules.


L-1
RA-25
BOROUGH
1
MF/AH
2
OF
3
RA-25
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L-2
FRANKLIN
RPP-1
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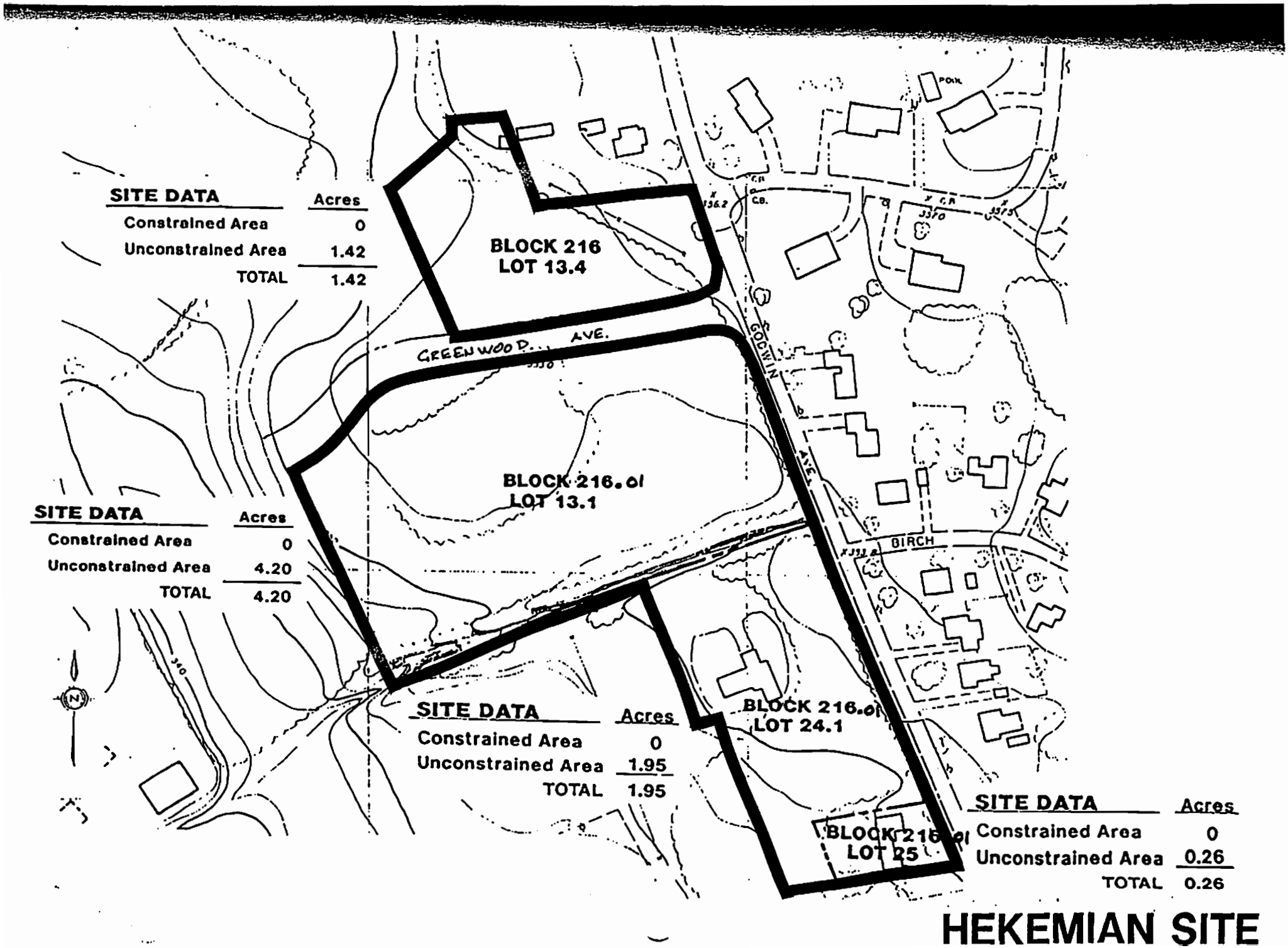
R-15
B-1
LAKES
MF/AH-6
B-1A
B-3
RA-25
B-5
RA-25
B-1
B-2
B-1
SD/AH-2
TOWNSHIP
RA-25

APPENDIX H
MODIFICATION OF HEKEMIAN AGREEMENT/BOULDER RUN

Maps of Hekemian Site/Boulder Run
Consent Agreement re Hekemian Site/Boulder Run
Adopted Zoning Amendment re Hekemian Site/Boulder Run
Resolution Granting Site Plan Approval for Boulder Run Expansion
Developer's Agreement for Boulder Run Expansion

MAPS OF HEKEMIAN SITE/BOULDER RUN


SITE DATA
Acres
Constrained Area 0
Unconstrained Area 1.42
TOTAL 1.42
BLOCK 216
LOT 13.4
GREENWOOD AVE.
GOODWIN AVE.
BIRCH
SITE DATA
Acres
Constrained Area 0
Unconstrained Area 4.20
TOTAL 4.20
BLOCK 216.01
LOT 13.1
SITE DATA
Acres
Constrained Area 0
Unconstrained Area 1.95
TOTAL 1.95
BLOCK 216.01
LOT 24.1
SITE DATA
Acres
Constrained Area 0
Unconstrained Area 0.26
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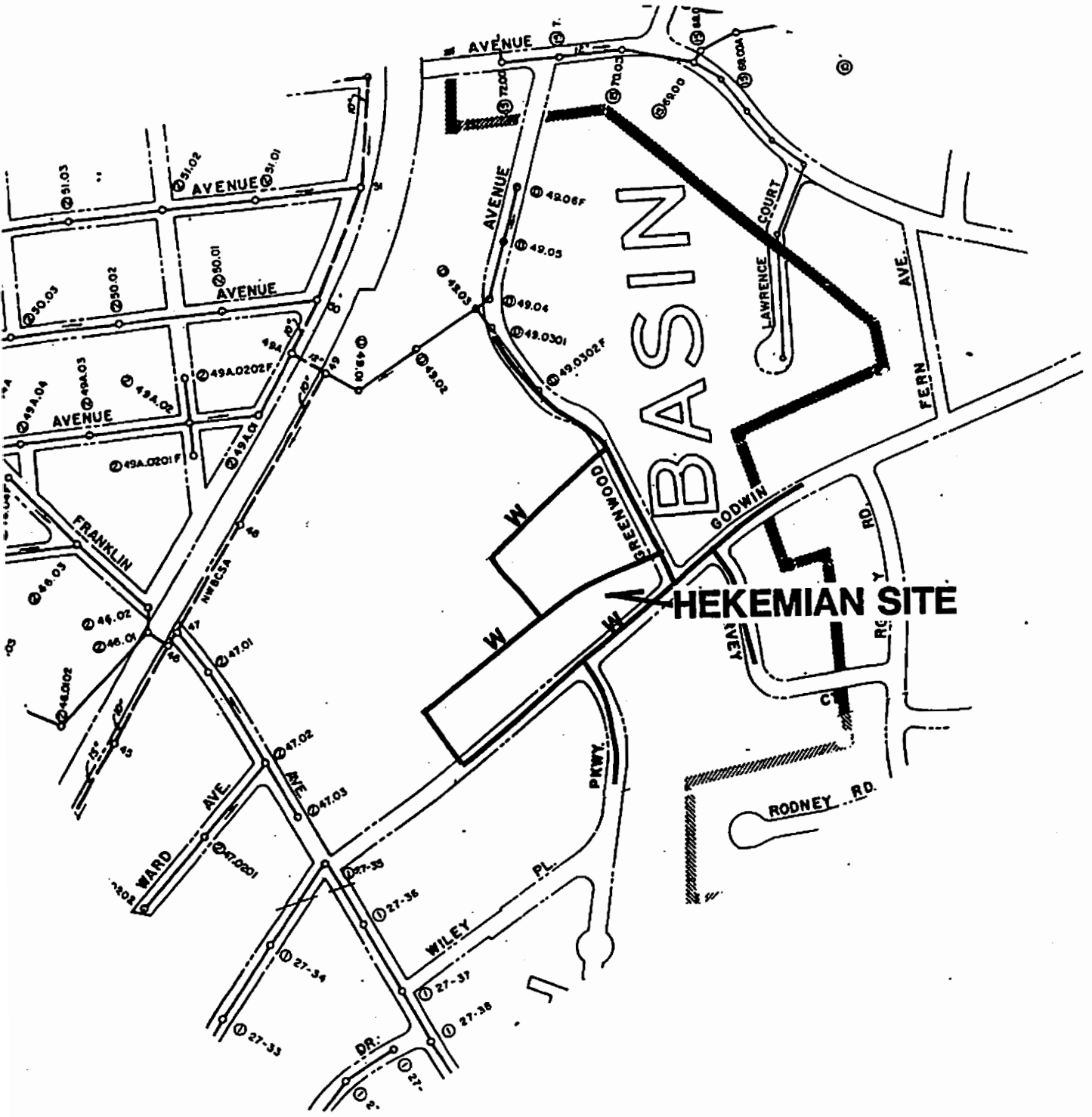
BLOCK 216.01
LOT 25
N
HEKEMIAN SITE



LOCATIONS OF SEWER AND WATER LINES
VICINITY OF RETAINED AFFORDABLE HOUSING SITES
IN WYCKOFF TOWNSHIP

SOURCES: Wyckoff Township Sanitary Sewerage System Map and Wyckoff Township Administrator.

CONSENT AGREEMENT RE HEKEMIAN SITE/BOULDER RUN

CONSENT AGREEMENT

THIS AGREEMENT, made this 16 day of August, 2005

BETWEEN: **MUNICO ASSOCIATES**, a New Jersey limited partnership ("Munico"); **WYCROSS LLC**, a New Jersey limited liability company ("Wycross"); **FOX HEDGE, LLC**, a New Jersey limited liability company ("Fox Hedge") and **SHARM ASSOCIATES**, a New Jersey limited partnership ("Sharm") with Munico, Wycross, Fox Hedge and Sharm being collectively the "Developer", and all having an address of 505 East Main Street, Hackensack, New Jersey 07601;

AND: **THE TOWNSHIP OF WYCKOFF**, a Municipal Corporation in the State of New Jersey, Scott Plaza, Wyckoff, New Jersey 07481 (hereinafter referred to as "Wyckoff").

WITNESSETH:

WHEREAS, Munico, Wycross, Fox Hedge and Sharm are related entities; and

WHEREAS, Munico is the owner of Block 216.01, Lot 23.01 and Block 216, Lot 12.01 on the Current Tax Map of Wyckoff (the "Munico Property"); and

WHEREAS, Wycross is the owner of Block 216.01, Lots 24.01 and 25 on the current Tax Map of Wyckoff (the "Wycross Property"); and

WHEREAS, Fox Hedge is the owner of Block 216.01, Lot 13.01 and Block 216, Lot 13.04 on the current Tax Map of Wyckoff (the "Fox Hedge Property"); and

WHEREAS Sharm is the owner of Block 216.01, Lot 34 on the current Tax Map of Wyckoff (the "Sharm Property") and the Munico Property, the Wycross Property, the Fox Hedge Property and the Sharm Property being collectively the "Property"; and

WHEREAS, Block 216.01, Lot 23.01 is currently developed and improved with a commercial shopping center owned by Munico, commonly known as the "Boulder Run Shopping Center" (the "Center"); and

WHEREAS, the Housing Element of the Master Plan of Wyckoff and the Zoning Ordinance of Wyckoff, Section 186-49C includes the property known as Block 216, Lot 13.04 and Block 216.01, Lots 13.01, 24.01 and 25 (the "SD/AH-2 Property") in the Township's Affordable Housing Plan and such property is in the Special Districts/Affordable Housing 2 Zone; and

WHEREAS, Section 186-49 of the Township of Wyckoff's Zoning Ordinance allows for a maximum gross density of 13.5 units per acre, including 16 on-site affordable rental units (the "Affordable Units") on the SD/AH-2 Property; and

WHEREAS, a previous agreement was entered into between Wyckoff and the owners of the SD/AH-2 Property whereby the Affordable Units would be provided thereon; and

WHEREAS, the Developer wishes to renovate the Center by aesthetically improving existing commercial space and constructing new commercial space and improvements on Block 216.01, Lots 13.01, 23.01, 24.01, 25 and 34 (the "Consolidated Lot", as hereinafter defined); and

WHEREAS, Wyckoff desires to eliminate the Market Units, but still retain the Affordable Units which can be accomplished through the expansion of the Center and the location of the Affordable Units within the Center; and

WHEREAS, Wyckoff is aware of its obligation to provide affordable housing, and specifically the Affordable Units, on a portion of the Property, consistent with the Wyckoff's Affordable Housing Plan which has been certified by the Council on Affordable Housing ("COAH"); and

WHEREAS, Wyckoff recognizes that Block 216, Lot 13.04 borders Wyckoff's single family zone and Wyckoff believes that developing such property and Block 216, Lot 12.01 (collectively the "Residential Project") with four single family homes would constitute good planning and be in the best interest of Wyckoff; and

WHEREAS, The Developer and Wyckoff have reached an agreement whereby the Developer will, subject to the terms and conditions of this Agreement, renovate, expand and make aesthetic improvements to the Center by providing for improvements to existing structures as well as construction of new commercial structures on the Consolidated Lot while providing the Affordable Units above "Retail B" referred to in the site plan, referred to in Exhibit A (hereinafter defined), consistent with Wyckoff's current certified COAH Plan, as hereafter modified (the "Project"); and

WHEREAS, Developer currently has an application before the Planning Board to construct 104 residential rental units, consisting of 88 market rental units (the "Market Units") and the Affordable Units on the SD/AH-2 Property (the "Housing Application") and has agreed to withdraw the Housing Application, without prejudice, upon the execution hereof by Developer and Wyckoff, subject to its rights to resubmit the Housing Application as provided herein; and

WHEREAS, the agreement between the Developer and Wyckoff is memorialized below;

NOW, THEREFORE, it is agreed upon the mutual covenants as expressly set forth herein as follows:

1. COAH

A. Within thirty (30) days of the execution of this Agreement, Wyckoff shall apply to COAH and diligently pursue its approval and/or the concurrence that (i) the Affordable Units may be constructed as part of the improvements to the Center on Block 216.01, Lot 23.01, into which Block 216.01, Lots 13.01, 24.01, 25 and 34 shall be reverse subdivided and which shall thereafter be designated Block 216.01, Lot 13.01 (the "Consolidated Lot"); and (ii) the elimination of the Market Units and substituting therefor, a net increase of 80,000 ± square feet to the Center above the existing size of the Center (the "Net Increase") shall comply with Wyckoff's Second Round COAH obligation (such COAH approval and/or concurrence being collectively the "COAH Approvals").

B. In the event COAH determines that the Net Increase is attributable to the Center as part of the COAH Approvals or as part of Wyckoff's Third Round COAH obligation and requires the Developer and Wyckoff to provide growth share units with respect to the Center's Net Increase, then in such case the Developer shall pay to Wyckoff the then current per unit RCA Contribution sum for each growth share unit required by COAH up to a maximum of four (4) growth share units, and Wyckoff shall assume the responsibility for such growth units and for any growth share units in excess of four (4) units. There shall be no time limit on Developer's obligations with respect to this Subparagraph B as it relates to the Net Increase with respect to the COAH Approvals, and Wyckoff's Third Round COAH obligation with respect to the Center.

C. In the event the COAH Approvals and/or concurrence is not obtained by December 22, 2005, then at the election of the Developer, this Agreement may be terminated on notice to Wyckoff, whereupon this Agreement shall be null and void and the Developer shall have the to right to pursue the Housing Application without any prejudice thereon resulting from the entering into this Agreement.

2. The Developer and Wyckoff.

A. Within thirty days of receipt of the COAH Approvals, Wyckoff shall submit to the Planning Board a request to amend the Land Use Element of the Master Plan pursuant to N.J.S.A. 40:55D-28. Such amendment shall support and provide for the (i) development of the Project on the Consolidated Lot consistent with the plans referred and incorporated herein by reference in ***Exhibit A*** (consisting of (a) a proposed site plan, (b) landscaping plan, and (c) renderings of the Project) and the creation of an "overlay district" on the Consolidated Lot to permit the Project and the Affordable Units, such zone to be designated the "B-5- SD/AH-2 Zone and (ii) an overlay district with respect to Block 216, Lot 13.04 to permit single family residential lots, all as more fully set forth on the Memorandum dated July 27, 2005 prepared by Burgis Associates and attached hereto and made a part hereof as ***Exhibit B***. The current SD/AH-2 zoning of the SD/AH-2 Property shall remain in place until the Developer has received all requisite governmental approvals for the Project.

B. Within thirty (30) days after the Planning Board's adoption of the Amended Land Use Element, the Township shall introduce and thereafter adopt within ninety (90) days of adoption of the Amended Land Use Element referred to in Subparagraph 2A above, upon the appropriate review of the Planning Board pursuant to

N.J.S.A. 40:55D-62 and 40:55D-64, amendments to the Wyckoff Zoning Ordinance, for the B-5- SD/AH-2 Zone. The ordinance creating the B-5- SD/AH-2 Zone shall provide that the plans referred to in Exhibit A will not require any variances in connection with the Project application, including an application for the reverse subdivision of the Consolidated Lots and the creation of four (4) single-family residential lots on the Residential Properties known as lots 13.04 and 12.01 block 216 (the "Residential Project"). Notwithstanding the foregoing, however, nothing in this Agreement shall supercede the jurisdiction of the Planning Board and the necessity for Planning Board approval of the Project application and the reverse subdivision of the Consolidated Lot and the subdivision of the Residential Property. The Project plans and the subdivision applications referred to in this Agreement shall be subject to the final review, approval and conditions of the Planning Board pursuant to the ordinances of Wyckoff.

C. The Developer shall make application for major site plan approval for the Project and subdivision approval for the Consolidated Lots and Residential Project to the Planning Board and the Bergen County Department of Community Affairs and all other applicable governmental boards and bodies, for all approvals required for the Project, the Consolidated Lots and the Residential Project. The Developer agrees that the second floor mezzanine above the proposed supermarket in the Center as depicted on the site plan referred to in Exhibit A, shall not be used for retail purposes and shall serve as a meeting room for the supermarket and available as a community meeting room and that a part of such mezzanine may be used to house HVAC and compressor equipment, employee lockers and supermarket offices. The area of the mezzanine shall not be included in the coverage calculation or in the Center's parking ratio calculation. The

applications made to the Planning Board and all other governmental authorities having jurisdiction over the Center shall include such restriction and upon approval of the Project by all applicable boards and agencies, the Developer agrees to record a deed restriction which shall limit the use of the second mezzanine floor for such purposes only.

D. The existing commercial structures and proposed new structures for the Center as shall be constructed substantially in accordance, and consistent with the site plan and renderings referred to in ***Exhibit A*** and shall only be modified with the concurrence of the Developer and the Planning Board and its professionals but in no case shall the square footage or footprint of any building in the Center exceed that shown on the Plans. The Developer and Wyckoff each acknowledge that the proposed improvements to the Center represent an aesthetic improvement to the Center and the construction of the Affordable Units within the Center constitutes a material element of this Agreement

E. The Developer agrees that with respect to the Affordable Units, it has designed the same in accordance with the existing Ordinances of Wyckoff and with respect thereto, shall comply with the requirements of COAH including, but not limited to the income level designation of such units, the number of bedrooms and the floor plan for the units, and/or the COAH rental designation of the units.

F. The Developer shall be responsible for all reasonable fees, costs and expenses associated with Wyckoff's professionals, with respect to the Project and the Residential Project, including but not limited to planners, attorneys and engineers in connection with the review of plans, preparation of documents with respect to the approvals for the Project and Residential Project, and the fees of the professionals who

are engaged in the submission of the COAH applications referenced in Subparagraph 1A and the amendments to the Land Use Element, and Zoning Ordinance with respect to the Affordable Units and the creation of the B-5- SD/AH-2 overlay zone and the overlay zone for the Residential Property. The Developer shall post and maintain a reasonable escrow with Wyckoff for such expenses, as required by Wyckoff ordinances and regulations.

3. The rights and obligations of the parties hereto are expressly contingent upon (i) the receipt by the Developer of all governmental approvals for the Project and Residential Project from all governmental authorities having jurisdiction over the Project and the Residential Project, other than building permits for the Project and Residential Project, and (ii) Wyckoff and every applicable Wyckoff board adopting, as required by law, the zoning ordinances and land use changes which are set forth in the Agreement. In the event such approvals of Wyckoff and all applicable Wyckoff boards are (i) not granted or obtained six (6) months of the date the Project and Residential Project applications are deemed complete for hearing by the Planning Board, or (ii) if the approvals are granted and there is an appeal of any approval by any person which is not resolved in favor of the Developer, this Agreement may be terminated by the Developer on notice to Wyckoff, whereupon this Agreement shall be null and void and the Developer shall have the right to pursue the Housing Application without any prejudice thereon resulting from the entering into of this Agreement by the Developer or Wyckoff, and Developer shall not be required to pay application fees or review fees to Wyckoff's consultants, which were already paid in connection with the previously filed application. In the event the Housing Application is reapplied for by the Developer as provided

herein, and provided the Housing Application is identical to the one withdrawn without prejudice as herein provided, the reinstated Housing Application shall be deemed complete.

4. Any notice or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if placed in the mail registered as certified return receipt requested, postage prepaid, or delivered to a recognized overnight courier, or personally delivered addressed as follows:

Township of Wyckoff Municipal Clerk
Memorial Town Hall
Scott Plaza
Wyckoff, New Jersey 07481

With a copy to:
Robert E. Landel, Esq.
Landel, Bernstein & Kalosieh, LLP
801 Franklin Avenue
Franklin Lakes, New Jersey 07417

and:
Developer
c/o Hekemian & Company, Inc.
505 Main Street, PO Box 447
Hackensack, New Jersey 07602
Attention: Bryan Hekemian

With a copy to:
Joseph L. Basralian, Esq.
Winne, Banta, Hetherington, Basralian & Kahn, PC
21 Main Street, Court Plaza South
P.O. Box 647
Hackensack, New Jersey 07602

5. This Agreement constitutes the entire understanding among the parties hereto pertaining to the subject matter hereof and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warrantics, representations and other agreements among the parties in connection with the subject matter hereof except as

specifically set forth herein. No supplement, modification or waiver of termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6. The rights and obligations of the parties hereto may not be assigned or transferred to any other party without the express written consent of the other party provided, however, any of the applications for approval of the Project and Residential Project may be made in the name of one or more of the entities constituting the Developer..

7. Should the Township of Wyckoff be required to seek relief in a Court of law to enforce this Agreement, as a result of Developer's and/or its successors' failure to perform pursuant to this Agreement and the Township is successful with regards to such application, Developer and/or its successors shall be responsible for Wyckoff's reasonable attorneys fees and costs.

8. Wyckoff and Developer agree and recognize that if and when construction commences, Developer shall have the right to continue use of the existing buildings on site until such time as the new proposed "supermarket" and the new proposed "retail B" are completed.

9. This Agreement shall be governed, by and construed in accordance with the Laws and in the Courts of the State of New Jersey.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed in the manner provided by law on this 16 day of August 2005.

TOWNSHIP OF WYCKOFF

By _____
HAROLD GALENKAMP, Mayor

ATTEST:

_____
Joyce C. Santimauro, Township Clerk

The Developer:
MUNICO ASSOCIATES

By _____

WYCROSS, LLC

By _____

FOX HEDGE, LLC

By _____

SHARM ASSOCIATES

By _____

STATE OF NEW JERSEY)
SS:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 9th day of August, 2005, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared, Samuel Hekemian, general partner of Munico Associates, a New Jersey partnership, who I am satisfied is the person who executed the within instrument, and I having first made known to said person the contents and he did thereupon acknowledge that he signed, sealed and delivered the same as the voluntary act and deed of said partnership.

George A. Marootian,
An Attorney-at-Law of the
State of New Jersey

STATE OF NEW JERSEY)
SS:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 9th day of August, 2005, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared, Robert Hekemian, Jr., the Managing Member of Waycross LLC, a New Jersey limited liability company, who I am satisfied is the person who executed the within instrument, and I having first made known to said person the contents and he did thereupon acknowledge that he signed, sealed and delivered the same as the voluntary act and deed of said limited liability company.

George A. Marootian,
An Attorney-at-Law of the
State of New Jersey

STATE OF NEW JERSEY)
SS:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 9th day of August, 2005, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared, Robert Hekemian, Jr., the Managing Member of Fox Hedge, LLC, a New Jersey limited liability company, who I am satisfied is the person who executed the within instrument, and I having first made known to said person the contents and he did thereupon acknowledge that he signed, sealed and delivered the same as the voluntary act and deed of said limited liability company.

George A. Marootian,
An Attorney-at-Law of the
State of New Jersey

STATE OF NEW JERSEY)
SS:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 9th day of August, 2005, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared, Robert S. Hekemian, the general partner of Sharm Associates, a New Jersey partnership, who I am satisfied is the person who executed the within instrument, and I having first made known to said person the contents and he did thereupon acknowledge that he signed, sealed and delivered the same as the voluntary act and deed of said partnership.

George A. Marootian,
An Attorney-at-Law of the
State of New Jersey

STATE OF NEW JERSEY :
: SS
COUNTY OF BERGEN :

BE IT REMEMBERED, that on this 16 day of August, 2005, before me as subscriber, An Attorney At Law of New Jersey, personally appeared JOYCE C. SANTIMAURO who, being by me duly sworn on her oath, deposes and says that she is the Township Clerk of the Township of Wyckoff, the municipality named in the foregoing Instrument; that she well knows the corporate seal of said Municipal Corporation; the said seal was affixed and the instrument is the corporate seal of the said Municipal Corporation; that the said seal was affixed and the said Instrument signed and delivered by HAROLD GALENKAMP, who was, at the date thereof, the Mayor of the Township of Wyckoff, in the presence of this deponent and the said HAROLD GALENKAMP, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said Municipal Corporation, by virtue of the authority of its Township Committee, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.

Joyce C. Santimauro
JOYCE SANTIMAURO

Sworn to and subscribed
before me the day and year
first above written

Robert E. Landel, an Attorney
At Law of the State of New Jersey

ADOPTED ZONING AMENDMENT RE HEKEMIAN SITE/BOULDER RUN

1/17/06

ORDINANCE #1519

AN ORDINANCE TO AMEND CHAPTER 186 OF THE CODE OF THE TOWNSHIP OF WYCKOFF (ZONING), TO AMEND THE ZONING ORDINANCE OF THE TOWNSHIP OF WYCKOFF.

WHEREAS, a Consent Agreement was entered into between Munico Associates et als and the Township of Wyckoff with regard to Block 216, Lot 13.04 and 12.01 and Block 216.01, Lots 13.01, 23.01, 24.01, 25 and 34; and

WHEREAS, the Housing Element of the Master Plan of the Township of Wyckoff and the Zoning Ordinance of the Township of Wyckoff includes the property known as Block 216, Lot 13.04 and Block 216.01, Lots 13.01, 24.01, and 25 in the Township's Affordable Housing Plan in the SD/AH-2 Special Districts/Affordable Housing-2 Zone; and

WHEREAS, existing Section 186-49 of the Township of Wyckoff's Zoning Ordinance allows for maximum gross density of 13.5 units per acre, including 16 on-site affordable rental units on the SD/AH-2 Zone property; and

WHEREAS, Wyckoff desires to eliminate the construction of market residential units on the property, but retain the affordable units which can be accomplished through the expansion of the existing Boulder Run Shopping Center; and

WHEREAS, the Developer wishes to renovate the Center, by aesthetically improving existing commercial space and constructing new commercial space and improvements on Block 216.01, Lots 13.01, 23.01, 24.01, 25 and 34; and

WHEREAS, Wyckoff is aware of it obligation to provide affordable housing, specifically affordable units on a portion of the property, consistent with Wyckoff's Affordable Housing Plan, which has been certified by the Council on Affordable Housing; and

WHEREAS, Wyckoff recognizes that Block 216, Lot 13.04 borders Wyckoff's Single Family Zone and Wyckoff believes that developing Block 216 Lot 13.04 and Lot 12.01 with four single family homes would constitute good planning and be in the best interest of Wyckoff; and

WHEREAS, the Agreement signed and executed between the Township of Wyckoff and Munico Associates et als, on August 16, 2005 requires Munico Associates et als to expand and make aesthetic improvements to the Boulder Run Shopping Center by providing improvements to existing structures, as well as the construction of new commercial structures on the property, while providing the affordable units above new commercial space described as Retail "B" on a proposed Site Plan prepared by Langan Engineering and attached and incorporated into such Agreement; and

WHEREAS, the Planning Board of the Township of Wyckoff adopted a 2005 Amendment to the Re-Examination Report prepared by Elizabeth McKenzie on November 21, 2005; and

WHEREAS, such Amendment to the Re-Examination Report articulates the goal of expanding the Boulder Run Shopping Center and eliminating possible residential market units while developing the 16 affordable rentals above new commercial space and developing Block 216, Lot 13.04 and 12.01 with four single-family homes; and

WHEREAS, the Township Committee recognizes the necessity to amend its existing zoning ordinance to allow for the expansion of the Boulder Run Shopping Center and the elimination of the high density market residential units while preserving and constructing the 16 affordable units pursuant to the August 16, 2005 Agreement and 2005 Amendment to the Re-Examination Report by Elizabeth McKenzie; and

WHEREAS, this ordinance shall create the B-5/SDAH-2 district as an overlay district, pursuant to the August 16, 2005 consent agreement; and

WHEREAS, such overlay district shall be codified and replace the existing zoning on a permanent basis, at such time as is consistent with the agreement.

BE IT ORDAINED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, that Chapter 186- Zoning is hereby amended as follows:

SECTION 1 - Amend Section 186-2 by adding a zone entitled B-5/SDAH-2 Planned Community Shopping Center/Affordable Housing Zone and a new RA-15/SDAH-2 Zone. The purpose of these zones is to be identified as follows:

> The purpose of the Planned Community Shopping Center/Affordable Housing Zone is to provide a shopping center area primarily serving the residents of the Township of Wyckoff and adjoining municipalities and developed and built in accordance with a plan affording adequate protection for adjoining residential areas and meeting certain requirements and specifications for shopping centers. It is further designed to address a portion of the Township's affordable housing obligation as established by the Council on Affordable Housing. Particular commercial uses in the B-5/SDAH-2 Zone shall be subject to review by the Planning Board to determine that these are primarily directed toward serving the residents of the Township of Wyckoff and adjoining municipalities as distinguished from other communities in the region and are thus not such uses as would comprise a regional shopping center.
>
> The RA-15/SDAH-2 Zone is established as a district in which the principal use of the land is for single-family residences on lots having a minimum area of 15,000 square feet.

SECTION 2 - Replace Section 186-3U and add a new Section 186-3X as follows:

U. A B-5/SDAH-2 Planned Community Shopping Center/ Affordable Housing-2 Zone is

the name of the zone that includes land in the Township of Wyckoff designated as Block 216.01 Lots 13.01, 23.01, 24.01, 25 and 34. The designation of the B-5/SDAH-2 zone and its permitted uses is conditioned on 16 affordable rental units being constructed on the site as part of a shopping center expansion pursuant to the August 16, 2005 agreement between the Township of Wyckoff and Munico Associates et als.

X. An RA-15/SDAH-2 Planned Community Shopping Center/Rural Residence Zone is the name of the zone that includes land in the Township of Wyckoff designated as Block 216 Lot 13.04.

SECTION 3 - Amend §186-6 Definitions to include the following:

Supermarket - "A retail use offering a complete line of food and food products, including groceries, fresh meat and poultry, fresh produce and dairy products, which establishment may include the sale of household convenience items, fresh flowers and potted plants and health products, and which may also include the sale of ready-to-eat, prepared foods such as delicatessen products, fresh baked goods, salads and soups for off-premises consumption."

SECTION 4 - Add a new §186-17.1 as follows:

Section 186-17.1. Uses in B-5/SDAH-2 Planned Community Shopping Center/Affordable Housing Zone, as follows:

A. Only the following uses are permitted in the B-5/SDAH-2 Zone, with all uses subject to §186-30. The 16 affordable rental units pursuant to subparagraph (3) below are required as a condition for the development of the B-5/SDAH-2.

(1) All uses permitted in §186-17.

(2) Supermarkets, video rental stores and quasi-governmental offices serving walk-in customers.

(3) Housing above retail establishments, provided there shall be no more than 17 dwelling units, including 16 affordable rental units and 1 manager unit, with 70% of the affordable rental units to be reserved for low income households and 30% to be reserved for moderate income households. All of the affordable units shall comply with Wyckoff's Affordable Housing ordinance and the Affirmative Marketing ordinance and COAH's current rules. Certificates of occupancy shall be issued for all the affordable units prior to the issuance of a certificate of occupancy for the retail portion of the new building known as retail B on the concept plan prepared by Langan Engineering dated August 17, 2004. The Certificate of Occupancy may be issued for the new proposed supermarket, in connection with the August 16, 2005 consent agreement between Munico and the Township of Wyckoff, as long as a building permit has been issued for retail B and

construction has commenced on retail B.

B. In the B-5/SDAH-2 Zone, the following accessory uses are permitted:

(1) Home delivery services accessory to retail and service uses.

(2) Banks, where located within and accessory to retail uses.

(3) The sale of food and beverages for consumption on the premises while shopping, accessory to retail uses.

(4) Drive-through facility serving bank, as shown on the concept plans prepared by Langan Engineering entitled "Boulder Run Shopping Center" dated August 17, 2004, as amended.

(5) Other accessory uses, which meet the definition of "accessory use" in § 186-6.

C. In the B-5/SDAH-2 Zone, more than one principal building and more than one principal use shall be permitted on a single lot.

SECTION 5 - Amend the Schedule of Dimensional Requirements to provide the following area and bulk requirements applicable to the B-5/SDAH-2 and R-15/SDAH-2 Zones; to permit residential uses on the second floor in the B-5/SDAH-2 Zone and to include footnotes as follows:

Zone	Minimum			Principal Building				Maximum Lot Coverage	
	Lot Area	Lot Width & Frontage (feet)	Lot Depth (feet)	Front Yard feet)	Each Side Yard (feet)	Rear Yard (feet)	Maximum Building Height (st/feet)	Principal Building (%)	Total Principal and Accessory Buildings (%)
B-5/SDAH-2 Planned Community Shopping Center/Affordable Housing Zone	5 acres	300	500	50 *	50*	50*	1** story / 40	25 ***	-
RA-15/SDAH-2 Affordable Housing Zone	15,000	100	125	40	15****	30****	2 ½ /35	15	20

* 70 feet including a 20 foot buffer strip along local streets and 100 feet including a 40 buffer along County streets, provided that existing buildings are grandfathered from this requirement and may be expanded, but only in instances where the proposed addition complies with the requirements.

** Except mezzanine space in a supermarket, **(which shall not be occupied as retail space but may be occupied as office space, meeting room for the supermarket and also be available as a community room and that may be used to house HVAC and compressor equipment, and employee lockers)** and residential apartments permitted on a second story, provided that

the building height does not exceed forty (40) feet.
*** In addition to the limitation on building coverage, a minimum of sixteen percent of the total lot area shall be devoted to landscaped open space, excluding parking areas and driveways. Such landscaped areas shall be designed for the purposes of creating an attractive setback area on public streets, providing internal landscaped area within off-street parking lots and creating interior pedestrian malls.

**** Provided that, where a side yard adjoins an RA-25 Zone, the side yard shall comply with the RA-25 zone side yard requirement, and where a rear yard adjoins an RA-25 zone, the rear yard shall comply with the RA-25 Zone rear yard requirement.

SECTION 6 - Amend §186-30B(1) as follows:

Type of Use	Reduction in Space Requirements
All business uses other than second story offices.	One space per 170 square feet of gross floor area, excluding basement storage space or mezzanine space above supermarkets in the B-5/SDAH-2 district, utilized consistent with the footnotes contained in the Schedule of Dimensional Requirements.

SECTION 7 - Remove and delete all references to "Hekemian Site" and the SDAH-2 Zone.

SECTION 8 - Amend §186-22N as follows:

N. Trailers shall not be parked out of doors for more than 72 hours in any Zone except for construction trailers used for office purposes in connection with construction work in the B-1, B-1A, B-2, B-3, B-5, B-5/SDAH-2, L-1 and L-2 Zones where the trailers are parked on the premises and where the work is being done during the period of construction.

SECTION 9 Amend §186-23K as follows:

K. All developed lots in the B-1, B-2, B-3, B-5, B-5/SDAH-2, L-1 and L-2 Zones which are adjacent to a residential zone shall be insulated and screened from such residential zone by a buffer strip. (See definition of "Buffer Strip" for requirements of same.) However, in the B-1A Zone where a non-residential use abuts a residential

L. use, the abutting lot line must contain a planting strip or a 6-foot high stockade fence abutting the property line.

the building height does not exceed forty (40) feet.
*** In addition to the limitation on building coverage, a minimum of sixteen percent of the total lot area shall be devoted to landscaped open space, excluding parking areas and driveways. Such landscaped areas shall be designed for the purposes of creating an attractive setback area on public streets, providing internal landscaped area within off-street parking lots and creating interior pedestrian malls.

**** Provided that, where a side yard adjoins an RA-25 Zone, the side yard shall comply with the RA-25 zone side yard requirement, and where a rear yard adjoins an RA-25 zone, the rear yard shall comply with the RA-25 Zone rear yard requirement.

SECTION 6 - Amend §186-30B(1) as follows:

Type of Use	Reduction in Space Requirements
All business uses other than second story offices.	One space per 170 square feet of gross floor area, excluding basement storage space or mezzanine space above supermarkets in the B-5/SDAH-2 district, utilized consistent with the footnotes contained in the Schedule of Dimensional Requirements.

SECTION 7 - Remove and delete all references to "Hekemian Site" and the SDAH-2 Zone.

SECTION 8 - Amend §186-22N as follows:

N. Trailers shall not be parked out of doors for more than 72 hours in any Zone except for construction trailers used for office purposes in connection with construction work in the B-1, B-1A, B-2, B-3, B-5, B-5/SDAH-2, L-1 and L-2 Zones where the trailers are parked on the premises and where the work is being done during the period of construction.

SECTION 9 Amend §186-23K as follows:

K. All developed lots in the B-1, B-2, B-3, B-5, B-5/SDAH-2, L-1 and L-2 Zones which are adjacent to a residential zone shall be insulated and screened from such residential zone by a buffer strip. (See definition of "Buffer Strip" for requirements of same.) However, in the B-1A Zone where a non-residential use abuts a residential

L. use, the abutting lot line must contain a planting strip or a 6-foot high stockade fence abutting the property line.

SECTION 10 - Amend §186-26C(2) as follows:

Section 186-26C(2) Site plan approval. Notwithstanding any provisions of the contrary in Chapter 168, Subdivision and Site Plan Review , and/or Chapter 46, Land Use Procedures of the Code of the Township of Wyckoff, site plan approval by the Planning Board or the Board of Adjustment, as the case may be, shall be required in the B-1, B-1A, B-2, B-3, B-5, B-5/SDAH-2, L-1 and L-2 Zones for any new building or addition to an existing building (with the exception of a building or addition used or to be used solely as a single-family or two-family dwelling or accessory thereto) or for any change in use or occupancy of a building which would result in a change in the parking requirements, except where a variance from the parking requirements of the proposed use has been previously granted or where no land is available for parking. In any event, where the proposed use requires additional parking under Zoning Ordinance standards, a certificate of occupancy shall not be issued without the grant of necessary variances by the Board of Adjustment or Planning Board, as the case may be.

SECTION 11 - Amend §186-28F(4) as follows:

(4) In the B-5 and B-5/SDAH-2 Zone, planned community shopping centers may have a facade sign, not to exceed 40 square feet in area, plus individual signs for individual retail and service establishments with one square foot of surface display area for each foot of building width occupied by the retail or service establishment and a maximum of 40 square feet for each establishment. Planned community shopping centers shall also be permitted one ground sign, which may be a directory sign, for each major entrance on a different street, limited in area to 25 square feet, limited in height to eight feet from ground level and set back at least 20 feet from the property line.

SECTION 12 - Amend §186-28F(7) as follows:

(7) In the B-5 and B-5/SDAH-2 Zones, office uses located in a planned community center shall be subject to the same regulations as retail and service establishments.

SECTION 13 - Amend §186-36H(10) by amending the first paragraph as follows:

(10) A commercial antenna is permitted as a conditional use only in the B-1, B-1A, B-2, B-5, B-5/SDAH-2, L-1 and L-2 Zones pursuant to the following conditions and requirements:

SECTION 14 - Add new §186-30.1 Special Regulations for B-5/SDAH-2 Zone as follows:

Section 186-30.1 Special Regulations for B-5/SDAH-2 Zone.

The following special regulations shall apply in the B-5/SDAH-2 zone, providing separate requirements for site plan approval applicable to the B-5/SDAH-2 Zone and containing separate parking and loading requirements for the B-5/SDAH-2 zone. Notwithstanding the provisions of §186-26 & §186-27, the following requirements for site plan review, off-street parking and off-street loading shall apply in the B-5/SDAH-2 Planned Community Shopping Center/Affordable Housing Zone.

A. Zoning permit review, B-5/SDAH-2 Zone. Prior to the issuance of a construction permit and/or change in use or occupancy in the B-5/SDAH-2 Zone, a complete zoning permit application with an approved site plan showing the proposed use and layout of structures, traffic access and parking, pedestrian ways, landscaping and planting, drainage, lighting, provisions for refuse collection facilities, type and location of freestanding signs and related factors shall be submitted to the Zoning Officer for review and approval. Any favorable approval by the Zoning Officer shall include a finding that the proposed uses are permitted under this chapter and are consistent with the purposes of the zone. Findings shall also be made with respect to the adequacy of:

(1) Traffic Access.
(2) Circulation, parking and loading.
(3) Disposition of landscaped open space and provisions for buffer strips.
(3) Arrangement of buildings.
(4) Provisions for pedestrian ways, drainage, lighting and refuse collection facilities.

B. Off-street parking requirements, B-5/SDAH-2 Zone.

(1) Off street parking facilities shall be provided as required in §186-26, except that the minimum number of parking spaces required is reduced as follows:

Type of use	Reduction in Space Requirements
All business uses other than second story offices	1 space per 170 square feet of gross floor area, excluding basement storage space, loading dock appendages and any mezzanine levels of the building.
Offices located on the second story	1 space per 300 square feet of gross floor area.
Apartments	
One Bedroom	1.8 spaces
Two Bedroom	2.0 spaces
Three Bedroom	2.1 spaces

(2) No underground tier, multilevel or roof parking or parking with buildings except one-story garage is permitted. No parking facilities serving uses in the B-5/SDAH-2 Zone shall be located in any adjacent residential zone.

(3) For the purposes of the B-5/SDAH-2 Zone, an off-street parking space shall have dimensions of 9 feet x 18 feet, irrespective of any other provision in the Township of Wyckoff zoning ordinance.

C. Off-street loading requirements, B-5/SDAH-2 zone. All business and office uses shall have adequate space and facilities for off-street loading, with loading spaces of adequate size and located so as not to interfere with traffic and pedestrian circulation within and adjoining the shopping center development; provided that **existing buildings situated on-site as of the date of the adoption of this ordinance and** mixed use buildings with commercial and residential uses shall not be required to provide loading spaces in instances where the individual retail spaces do not exceed 12,000 square feet of floor area. Each building with a store or stores requiring loading service by trailer trucks shall have at least one loading berth with a minimum width of 14 feet, a minimum length of 60 feet and a minimum clearance height of 15 feet. Such off-street loading berths shall be located or provided with appropriate screening so as not to be visible from adjoining public streets or from the principal off-street parking areas and pedestrian malls.

Loading Dock, for the purposes of this zone district, is defined as an open or enclosed platform used solely for the loading and unloading of goods and material.

D. Buildings:

(1) Building side and rear elevations facing public streets shall be designed with the same material as the front of the building.

(2) The maximum height shall be limited to one story and forty feet, with an exception for a second story mezzanine in a supermarket **which shall not be occupied as retail space but may be occupied as office space, meeting room for the supermarket and also be available as a community room and that may be used to house HVAC and compressor equipment, and employee lockers,** and a second story provided for apartments for affordable housing units. Notwithstanding the above, any such building containing a second story shall be limited to forty feet in height.

E. The B-5/SDAH-2 zone district requirements are based on and designed to implement concept plans prepared by Langan Engineering entitled "Boulder Run Shopping Center" dated August 17, 2004, as amended.

F. Definitions. For the purpose of this section of the ordinance, the following words have the definitions noted below:

(1) Loading Dock. "An open or enclosed platform used solely for the loading and unloading of goods and material."

(2) Service Uses. "Establishments engaged in rendering services directly to the ultimate non-wholesale consumer."

SECTION 15 - Add new Section 186-17.1 Uses in the RA-15/SDAH-2 Zone, as follows:

Section 186-17.1 Uses in the RA-15/SDAH-2 Zone.

The uses permitted in the RA-15/SDAH-2 Zone shall be as follows:

A. The uses permitted in the RA-15/SDAH-2 Zone shall be single family dwellings and the permitted uses allowed in the SDAH-2 zone, provided that once the Planning Board has approved a mixed use development for property in the B-5/SDAH-2 Zone, consisting of retail and 16 affordable rental units, as provided for in the concept plan prepared by Langan Engineering entitled "Boulder Run Shopping Center" dated August 17, 2004, as amended, the properties in the RA-15/SDAH-2 Zone shall only be permitted to be developed with single family homes pursuant to such plans prepared by Langan Engineering entitled "Boulder Run Shopping Center" dated August 17, 2004, as amended.

B. Where the site is proposed to be developed for detached single-family residential use, the use provisions, and associated area and bulk requirements, of the RA-15 Zone shall apply, except that where a side yard adjoins an RA-25 Zone, the side yard shall comply with the RA-25 zone side yard requirement, and where a rear yard adjoins an RA-25 zone, the rear yard shall comply with the RA-25 Zone rear yard requirement.

SECTION 16 - Except as hereby amended, all other Sections of Chapter 186 shall remain in full force and effect.

SECTION 17 - This Ordinance shall take effect upon final passage and publication as required by law.

RESOLUTION GRANTING SITE PLAN APPROVAL FOR BOULDER RUN EXPANSION

TOWNSHIP OF WYCKOFF
PLANNING BOARD
LEGAL NOTICE

NOTICE IS HEREBY GIVEN, that, at the regular meeting of the Wyckoff Planning Board held on February 14, 2007 the following decision was given:

MUNICO ASSOCIATES (Boulder Run Shopping Center) BLK 216.01 LOTS 13.01, 23.01, 24.01, 25 & 34 – Preliminary/final major site plan (B-5/SDAHzone); BLK 216 LOTS 12.01 & 13.04 – Preliminary/final major subdivision (RA-15/SDAH-2 zone) – 327 Franklin Avenue. APPROVED

The complete amended resolution as adopted may be inspected in the office of the Planning Board in Memorial Town Hall during regular business hours.

Susan Schlistra
Administrative Officer
Planning Board

Ridgewood News-1966516
Fee:$13.56
February 23, 2007

AMENDED MEMORIALIZING RESOLUTION

MUNICO ASSOCIATES at Fox Hedge LLC
Lot 13.01, 23.01, 24.01, 25 & 34, Block 216.01
Lot 12.01, 13.04, Block 216
327 Franklin Avenue
Wyckoff, New Jersey

WHEREAS, the applicant, MUNICO ASSOCIATES and FOX HEDGE LLC (collectively the "Applicant") with respect to the property located at 327 Franklin Avenue, known as Lots 13.01, 23.01, 24.01, 25 & 34 in Block 216.01 on the Tax Assessment Map of the Township of Wyckoff (the "Center"), has applied to the Planning Board of the Township of Wyckoff for the approval of preliminary/final major site plan. The subject lots and block are located in the B-5/SDAH-2 Zone. The Applicant also applied for a sign variance. The Applicant has also applied for preliminary/final major subdivision for Lots 12.01 and 13.04, Block 216 (the "Residential Property") located in the R-15/SDAH-2 Zone in the Township of Wyckoff in order to subdivide the existing lots into four (4) conforming residential lots.

WHEREAS, the applications were heard by the Planning Board on November 8, 2006 at the regular meeting of the Planning Board of the Township of Wyckoff, and on November 13, 2006 during a Special Meeting, in compliance with the Open Public Meeting Act; and

WHEREAS, during the course of the hearings, the following exhibits were marked into evidence:

Applicant's Exhibits
Exhibits A-1 through A-40 attached hereto as Exhibit A and incorporated herein.

Board's Exhibits
B-1 Preliminary/Major Subdivision application
B-2 Preliminary/final major site plan application
B-3 Sign application
B-4 Fire Department Report dated September 3, 2006
B-5 Police Report dated November 8, 2006
B-6 Design Review Committee minutes dated September 11, 2006
B-7 Boswell Report dated September 6, 2006
B-8 Boswell Report dated October 30, 2006
B-9 Planner McKenzie's Report dated November 8, 2006

WHEREAS, Bryan Hekemian, an owner of the Applicant and Joseph Basralian, Esq., the Applicant's attorney, Michael A. Semeraro, Jr., the Applicant's engineer, Thomas Canzani, the Applicant's architect, Anthony Guzzo, the Applicant's architect, and Steven Lydon, the Applicant's planner, appeared at the meetings, and were sworn; and

WHEREAS, the Applicant proposed site plan approval for the renovation and reconstruction of the Center, together with a sign variance for the proposed Stop & Shop store and the subdivision of existing lots 13.04 and 12.01 in Block 216 into four (4) conforming residential lots.

NOW, THEREFORE, BE IT RESOLVED by the Wyckoff Planning Board that it hereby makes the following findings of facts and conclusions:

Applicant's Testimony

1. The applicant Bryan Hekemian was present and sworn in as the owner/applicant.

2. Mr. Hekemian described and defined the proposed application as a "life style center", an open air shopping center that mimics a small town main street and extension of the community it serves. The proposed architecture, landscaping and pedestrian circulation will enhance and beautify the existing conditions.

3. The application consists of mixed uses such as retail and residential units. The proposed seventeen (17) residential units consisting of sixteen (16) COAH units (the "COAH Units") and one (1) resident manager's unit are located above certain retail businesses in Retail B and will meet the Township court mandated requirements to provide sixteen (16) COAH units.

Engineer's Testimony

4. Michael A. Semeraro, Jr., a principal at Langan Engineering & Environmental Services, was sworn and accepted as an expert.

5. Mr. Semeraro testified that Langan Engineering prepared the site plan, the parking plan and the landscaping plan.

6. The existing Center contains 12.58 acres of land and consists of retail and restaurant business. Certain parcel of vacant land along Godwin and Greenwood Avenue will be added to the existing center and the reconstructed Center will be 19.04 acres in land area and consist of a new Stop & Shop supermarket additional retail space and the COAH Units.

7. The total square footage of the buildings of the existing center is 101,240 square feet, all but approximately 51,000 square feet of which will be demolished as part of the Center reconstruction.

A. MAJOR SUBDIVISION

8. The proposed residential subdivision is 2.2 acres and is located at the corner of Godwin and Greenwood Avenues. There presently exists one (1) single family house and detached garage

which will be raised as part of the application. The subdivision for residential single family homes encompasses lots 12.01 and 13.04 in Block 216. The Applicant proposes to subdivide such two (2) existing lots into four (4) conforming residential lots fronting Godwin and Greenwood Avenues. Godwin Avenue is a county road. The Applicant will grant to Bergen County an additional right of way easement along Godwin Avenue.

9. The Applicant will install concrete sidewalks along the Godwin Avenue and Greenwood Avenue sides of the Residential Property.

10. The proposed major subdivision conforms to all of the Township of Wyckoff Zoning Ordinance requirements.

B. MIXED USE DEVELOPMENT

11. Referring to exhibits A-3 and A-4, the Applicant proposes to build a new Stop & Shop store with approximately a 71,000 square foot footprint plus the loading appendage and entrance as shown on the site plan and drawings. The existing 51,000 square foot Stop & Shop and satellite stores will be demolished. The Applicant is also proposing an additional 52,220 square feet of retail space to be located in Retail A and Retail B.

12. Retail A consisting of 30,020 square feet of retail space will be located at the north end of the westerly side of the subject property. Retail B consisting of 22,200 square feet of first floor retail space with the sixteen (16) COAH Units and one (1) residential manager unit to be located on the second floor.

C. LANDSCAPE PLAN/SITE PLAN

13. The landscape plan uses a coordinated integration of concrete, brick pavers and extension plantings all aesthetically pleasing to the surrounding area.

14. There are four proposed access drives into the site. One entrance off of Franklin Avenue, two (2) off of Godwin Avenue and one off of Greenwood Avenue plus the existing exit only from the rear of Retail C to Franklin Avenue.

15. There will be a forty foot (40') wide landscape buffer along Godwin Avenue. There will be 81 trees and 324 under-story plantings within the forty foot (40') buffer along Godwin Avenue to supplement the existing condition. There will be a minimum of a twenty-five (25') foot wide landscape buffer along Greenwood Avenue. The buffer along Greenwood Avenue is ninety foot (90') in width at its widest point and approximately forty-five feet (45') at its narrowest point. The buffer which will be bermed to approximately ten (10) feet at its highest point and will comply with the Zoning Ordinance.

16. The parking area along Godwin Avenue will also have retaining walls approximately 3-4 feet in height. As a result, any lights from the parking or parked motor vehicles will be shielded

from Godwin Avenue. Refer to Exhibits A-5A and A-5B.

17. The pedestrian walkways along Godwin Avenue will have the acorn lighting fixture, brick paver sidewalk and extensive landscaping as set forth in Exhibit A-31 (note drawing #24.01). The brick paver sidewalk shall extend the full length of the Center property along Godwin Avenue.

18. The Applicant will, along the easterly side of Godwin Avenue convey an additional five (5') feet to the existing right of way easement and install a new sidewalk, new curbs, new pavement. Godwin Avenue will be widening and striped with turn lanes into the site, improving the traffic flow on Godwin Avenue in accordance with all County approvals and at the intersections of Greenwood Avenue and Birch Parkway.

19. The Retail B improvement will have a gated parking area segregated for the residential use.

20. The Center property bordering Franklin Avenue will be extensively landscaped with evergreen trees and the plantings shown on the landscape plan and the rear of the property will be cleaned. At the northwest corner of the Center, the Applicant will remove the adjoining curb and install a new depressed curb which may connect with the adjoining property in the future.

21. In the event, at a future date, the Township elects to have an emergency access between the northwest side of the Center property and the adjoining shopping center property, the Applicant agrees to consent to and sign agreement providing for such emergency access. The Applicant agrees to perform all work and pay all necessary expenses and costs in connection with constructing the emergency access on its property to the northwest side property line and adjoining property.

22. The Applicant proposes to install a clock tower at the southerly entrance which will not interfere with motor vehicle lines of sight, all as shown on the site plan.

23. The Applicant agrees to confer with the Township engineer regarding the tree and plant schedule as set forth in Exhibit A-11.

24. Engineer Michael Semeraro further testified that there are 3 loading docks at Stop & Shop and there is sufficient room for truck circulation and maneuvering. The turning radius is sufficient onto Godwin Avenue.

25. Retail B will have in the rear a 14 x 60 foot loading crosswalk to the gated parking area for the COAH housing is to be provided. A crosswalk will be added connecting the sidewalk to the area on the west side of the building where the main entrance will be to the COAH Units on Retail B.

26. The proposed bank to be located in Retail B will have a three (3) lane drive through. The roadway up to the gated parking for the residential units in Retail B will be two-way and will be one way east of the gated parking area entrance.

27. The trees proposed for the Godwin Avenue buffer will be clustered together for more of a barrier effect. The Applicant will work with Mr. TenKate from Boswell Engineering as to what species shall be planted.

28. The Applicant proposes to install a new walkway behind the Retail C so that the existing dumpsters will be moved away from Retail C to the new landscaped area adjacent to the railroad tracks and will be enclosed. The Applicant proposes to plant approximately thirty (30) trees along Main Street within the Township's right-of-way to provide screening for the rear of Retail C. The exact location of which will be confirmed with Peter TenKate from Boswell Engineering.

29. The Applicant will install a brick paver sidewalk along the Center frontage of Greenwood and Godwin Avenue. The sidewalk and any lighting placed installed along the sidewalk shall be consistent with the Township's standards set forth in the Streetscape Design.

30. The driveway on Franklin Avenue will not interfere with vehicles exiting the gas station across the street. The entrance on Greenwood Avenue will now be located opposite the Post Office. A three-way intersection with a dedicated left turn out will now be created and provide adequate site distance, provided it does not cause a impervious coverage variance.

31. The entrance across from Birch Parkway is a three (3) lane egress/ingress.

32. The Applicant will supply the fire flow calculations to the Township consultant to determine whether a 6 inch main is satisfactory. If not the applicant will install an 8 inch main.

33. The construction staging will take place as follows: the construction of the Stop & Shop building will begin first. The Greenwood Avenue entry driveway will be relocated to the west so the existing Stop & Shop can continue to receive deliveries. Thereafter, parking area will be constructed to the east of the new Stop & Shop building along with the new Retail B and the COAH housing units. Upon completion of the new Stop & Shop, the existing Stop & Shop, which will remain in operation during construction, will be raised. Retail A will be constructed last. Construction is estimated to commence March 2007.

D. ENTRANCE TO THE SITE.

34. The entrance to the Center along Franklin Avenue will be relocated sixty (60') feet further east along Franklin Avenue, resulting in a free flowing movement and provide for a greater stacking area for vehicles entering the Center. There are two (2) entry drives on Godwin Avenue and one (1) on Greenwood Avenue.

35. There are 1,061 parking spaces provided which complies with the Township parking requirements for the Center and residential units.

36. There will be two trash compactors as part of Retail A and one at Stop & Shop. There will be six (6) areas fenced and gated which can hold up to 34 dumpsters for the benefit of Retail C.

37. Truck deliveries for Retail area C will remain the same. The new Retail A will have a loading dock. The Center's strip retail stores are serviced by primarily step type vans and trucks.

E. STORM WATER MANAGEMENT/UTILITIES

38. The proposed drainage system is being designed utilizing underground detention areas which will reduce any new impervious flows to values which are significantly less than the previous existing flows. The design proposed meets all NJDEP, County and Municipal requirements.

39. With the exception of Retail C, which will continue to be served by overhead services, all utilities will be installed underground. Gas is provided by PSE&G, electricity is provided by Rockland Electric, water is provided by Ridgewood Water Department and the sewer line will be serviced by Northwest Bergen County Utilities Authority. The proposed four (4) residential lots will also be serviced by sewer with a sanitary sewer easement over proposed Lot A to service proposed Lot D. Telephone service is currently supplied by Verizon and cable is currently supplied by Cablevision.

40. The lighting proposed for the Center is a combination of colonial type lights within the pedestrian areas. The lighting in the Center parking areas will have the shoe box type lights. The lighting plan complies with the Township requirements for the Center.

41. There will be no outdoor storage or seating as set forth in the Township Zoning Ordinance.

42. The Applicant estimates approximately 15,000 cubic yards of material will be moved off site in three phases. The Applicant agrees to confer with the appropriate Township representatives for an agreed upon truck route.

ARCHITECT'S TESTIMONY

43. Thomas Canzani was sworn. He is a registered and licensed architect in the State of New Jersey and was accepted as an expert.

44. Mr. Canzani was retained by the Applicant to design and redesign the Center, property excluding the Stop & Shop building.

45. Referring to Applicant's Exhibit A-14, A-19, A-21 and A-22 the Applicant is proposing to reflect a traditional colonial style community in its improvements.

46. Retail Building C will not encroach further into any setback than presently existing as set forth on Exhibit A-1.

47. The HVAC units will be placed on the rear of the roof surrounded by a parapet wall on Retail B. The Retail C units will remain where presently located.

48. The architect further testified that the COAH Units located in Retail B will consist of three (3) one bedroom units, nine (9) two bedrooms and four (4) three bedrooms together with a manager's unit. These COAH Units will comply with Round Two COAH criteria initiated in 1991 and have been approved by COAH, as acknowledged by the applicant through his attorney. The Applicant is required to comply with all rules, regulations and requirements of COAH, including the Uniform Housing Affordability Controls which COAH adopted as part of its Second Round Rules. The price control and income level designation and number of bedrooms shall be consistent with the rules and regulations of COAH and Wyckoff's Second Round Plan. The Applicant's sole responsibility with respect to the Third Round is set forth in a certain Consent Agreement dated August 2005 between the Township of Wyckoff and the Applicant.

49. The reconstruction to Retail C will include regrading all of the parking lots, existing islands and landscapings will be removed. New sidewalk, curbing, landscaping and façade will be installed.

50. All site work for the Center shall be in accordance with the site plan exhibits. There will be no further parking in the rear of Retail C.

ARCHITECT'S TESTIMONY
(Stop & Shop)

51. Anthony Guzzo was sworn. He testified that he is a licensed architect in the State of New Jersey that he has designed and renovated many Stop & Shops in the area. The Board accepted Mr. Guzzo as an expert in architecture.

52. Mr. Guzzo testified as to the proposed Stop & Shop building elevations. The materials proposed consist of decorative block, synthetic stucco (E.I.F.S.) and glass.

53. The ground face decorative block will be approximately three (3) feet high and circle the entire Stop & Shop building. The block in the rear of the building will be painted with special paint having a ten (10) year life span.

54. The Applicant will be responsible for maintaining the aesthetical appearance of the Stop & Shop building.

55. The lighting fixtures on the Stop & Shop building will be bronze wall-mounted fixtures. The vertical elements or piers will be highlighted and accented with lighting.

56. The design will carry around to the sides of the building. The roof will be pitched to the rear of the building for drainage. Vertical leaders will channel the water and will not be visible.

57. There will be no storage or sale of items outside of the building or on the exterior sidewalk.

58. The proposed Stop & Shop building has a 350 foot frontage and has a footprint of approximately 71,000 square feet. The depth of the building will range from approximately 186 feet to 216 feet plus the loading appendage. The building will have two main tower entrances with a decorative sign. A public community room and other Stop & Shop non-retail functions will be located in the mezzanine on the second floor.

59. Tractor trailers will enter and exit from either Greenwood or Godwin Avenues and proceed towards the appropriate loading dock. The area outside the rear of the building will be a receiving area. All pallet storage will be located inside the building and will be self-contained. Deliveries will be made during regular business hours.

60. The proposed sign will be a channel mounted sign with a back glow halo effect. The façade area is 9,200 square feet and the sign will be 232 square feet. There is additional proposed signage for the Pharmacy, Staples, Starbucks and PNC Bank which will be non-illuminated and approximately 12 inches in height. The square footage of each sign is as follows: Pharmacy 15.5 square feet, Staples 11.5 square feet, Starbucks 15.6 square feet and PNC 12.8 square feet.

61. The Pharmacy, Staples, Starbucks and PNC Bank, which are either subtenants or licensees, will be located inside the Stop & Shop building.

62. Wall mounted lighting will be located around the building together with other site lighting for security purposes.

63. The architecture of the building will have two towers and the sign will balance the front of the building. There will also be four (4) smaller unlit signs attached to the building and will not exceed 15.6 square feet in size.

64. The Applicant has agreed to place four (4) planters along the front of the Stop & Shop façade and will confer with Mr. TenKate of Boswell Engineering as to their location and type of planting.

65. The air conditioning mechanical units will be placed on the roof to the rear of the building. The site lines to the top of the building from Greenwood Avenue indicate that the air condition mechanical units will be blocked by the landscaped berm along Greenwood Avenue. The Applicant shall confer with Mr. TenKate of Boswell Engineering as to whether the HVAC unit will need to be screened after installation.

66. All trash will be compacted and maintained within the building.

PLANNER'S TESTIMONY

67. Steven Lydon was sworn. Mr. Lydon is a licensed planner in the State of New Jersey employed by Burgis Associates. The Board accepted Mr. Lydon as an expert in planning.

68. Mr. Lydon testified that the Applicant is requesting a C-2 sign variance. The sign variance is for a 232.5 square foot sign attached to the Stop & Shop front façade with the letters being the actual sign. The proposed building is 72,000 square feet and requires a larger sign. The proposed sign covers approximately 2.1% of the building façade. The sign is inward facing to the parking lot and will have minimal visibility from off-site. The signage will promote safety to the motoring public and pedestrians.

WHEREAS, the meeting was opened to the public.

Mr. Mark Simpson, residing at 38 Shadyside Drive, Wyckoff, NJ, was sworn and requested the applicant to define life style center and he was concerned with the parking intensity. The applicant satisfies the Township parking requirements.

Mr. Martin Costello, residing at 78 Colgate Avenue, Wyckoff, NJ, and a member of the New Jersey Shade Tree Federation was sworn and requested that the applicant inter space some shade trees with the screening since shade trees are being lost in this new development.

Mr. Michael Van Alstyne, residing at 370 Harvey Court, Wyckoff, NJ, was sworn and testified that he is not in favor of the proposed Stop & Shop building. He does like the upgrade of Boulder Run. He questioned where Godwin Avenue will be enlarged and if a traffic light will be placed at the intersection of Godwin and Greenwood Avenues. He also was concerned with the increase of traffic as a result of the residential units.

Ms. Anita Van Alstyne, residing at 370 Harvey Court, Wyckoff, NJ, was sworn and requested that the forty (40') foot buffer be adequately planted for the privacy of the residential area.

NOW THEREFORE BE IT RESOLVED, by the Wyckoff Planning Board that it hereby makes the following findings of facts and conclusions:

A. The Board finds that the proposed applications promote the purposes of the

Municipal Land Use Act pursuant to N.J.S.A. 40:55D-70c(2). The Board finds that the granting of the sign variance will not negatively affect the purpose and intent of the zoning plan for the Township of Wyckoff. Specifically, the signage will have minimal visibility from off-site, but it will assist the motoring public traveling on the subject property and will create a safer environment for pedestrians and residents. Furthermore, given the size of the Stop & Shop building, the proposed signage and square footage is more aesthetically appropriate.

B. The Board finds the Application for the sign variance can be granted without substantial detriment to the neighboring properties, the public good, or without substantially impairing the Zone Plan or Zoning Ordinance of the Township of Wyckoff.

C. The Application will cause no substantial detriment to the neighboring properties. Any detriment shall be significantly outweighed by the beneficial effect of the project.

D. The properties which are the subject of the Application are, pursuant to the Township of Wyckoff Ordinance Number 1519 zoned as follows: Lots 13.01, 23.01, 24.01, 25 & 34, Block 216.01 in a B-5/SDAH-2 Zone and Lots 12.01, 13.04, Block 216 in a R-15/SDAH-2 Zone. The site plan and subdivision plat in the Application conform with the requirements for development in the B-5/SDAH-2 Zone and R-15/SDAH-2 Zone respectively.

E. The proposed bedroom mix of the affordable units in Retail B is consistent with COAH Second Round Rules.

F. In 1991, pursuant to a Court Order, are portion of the property was included in the Wyckoff Township's First Round affordable housing compliance plan which was approved by the Court in October of 1992. According to the terms of the ordinance adopted pursuant to the Court's approval, Block 216.01, Lots 13.01, 24.01 and 25, and Block 216, Lot 13.04, were zoned SDAH-2 and were expected to be developed with a total of 104 apartment units, of which 15% or 16 units would be non-age-restricted COAH rental units, set aside and deed restricted for occupancy by and affordability to low and moderate income households.

G. In 1998, Wyckoff prepared and adopted a Second Round Housing Element and Fair Share Plan and submitted it to the New Jersey Council on Affordable Housing (COAH) for substantive certification. COAH granted substantive certification to the Township in 1999. The property described above was retained in the Second Round Plan with no changes, although it had not yet been developed for the Court approved housing development.

H. The Board accepts the indications that the neighbors along Greenwood Avenue are pleased with the screening and endorse the landscaping concept.

BE IT FURTHER RESOLVED that the Planning Board of the Township of Wyckoff hereby grants approval of the preliminary/final site plan, sign variance and major subdivision, by a vote of 7 in favor and 0 against. The major subdivision of Lots 12.01 and 13.04 Block 216 into

four (4) single family residential lots on Greenwood and Godwin Avenues is granted. The Stop and Shop Supermarket building a sign variance is granted for five (5) signs where one is permitted. The sign size of 287.9 square feet is permitted where a maximum of 40 square feet is required. The above are granted subject to the following conditions:

A. The Applicant will place four (4) planters along the front of the Stop & Shop building under the Stop & Shop sign. The Applicant will confirm with Mr. TenKate of Boswell Engineering as to the exact location of the planters.
B. A 14 x 60 foot loading area will be indicated on the final plans behind Retail B.
C. A marked crosswalk will be indicated on the final plans behind Retail B.
D. The Applicant will make a good faith attempt to clean up the rear walls on Retail C (existing Retail Building) with specific attention to the patched areas on the rear wall of Retail C.
E. A sidewalk will be added along the Center's entire frontage on Godwin Avenue and Greenwood Avenue, constructed with brick pavers consistent with the Township's standards set in the streetscape plan. All asphalt sidewalks will be removed.
F. A concrete sidewalk will be installed along the entire frontage of the residential subdivision on Godwin and Greenwood Avenues.
G. A left turn will be added to the Greenwood Avenue exit providing a total of three travel lanes provided the increase in impervious area does not give rise to a variance.
H. Approximately thirty (30) trees will be planted along the east side of Main Street within the Township's right-of-way, serving to shield the view of the rear of Retail C which trees shall be located within the Township's right-of-way in consultation with the Township Engineer and/or Peter C. TenKate, P.E. of Boswell Engineering.
I. The pre-existing non-conforming front yard setback for Retail C where 44.2 feet exists and 50 feet is required is approved as it is grandfathered pursuant to the B-5/SDAH-2 zone ordinance.
J. The pre existing non conforming side yard setback for Retail C is 27.32 feet whereas 50 feet is required and such nonconformity is approved as it is grandfathered pursuant to the B-5/SDAH-2 zone ordinance.
K. One handicapped parking space shall be relocated nearer to the entrance of the current driveway to the Retail B residential units.
L. There will be no outdoor storage or sales and no signs located in the Center shall be lit internally, except for what is pre-existing in Retail C.
M. All deliveries shall take place only during the hours of 6:00 a.m. to 11:00 p.m.
N. The Applicant shall maintain the Center property and improvements thereon including but not limited to: (1) maintenance of all landscaping areas; (2) the front and rear facades of the buildings and in particular the front façade of the Stop & Shop buildings to be maintained to the standards that exist at the time of construction.
O. All municipal taxes and assessments due and owing to the Township of Wyckoff for the property shall be paid in full to the Township Tax Collector and proof thereof shall be filed with the Planning Board.
P. All fees required by ordinances of the Township of Wyckoff for professional review and approval of the applicant's plans not previously paid shall be paid in full by the

applicant.

Q. Developer's Agreement shall be drafted by the Township Attorney, executed and complied with by the Applicant, and the posting of performance bonds and guarantees as required by the Township Engineer;

R. Improvements and construction shall proceed in accordance with the Applicant's plans and exhibits marked into evidence modified pursuant to this Resolution, the testimony of the Applicant and its witnesses and in accordance with all applicable State, County and Municipal codes, ordinances, rules and regulations;

S. All Deed or Grants of Dedication and/or Easement, for drainage, sewers, streets or otherwise, as shown and described on the proposed subdivision, which were required to be furnished to the Township of Wyckoff or other governmental body by the Applicant, as determined by the Township Engineer, if not submitted and approved prior hereto, shall be prepared by the applicant's attorney and submitted to the Township Attorney and Engineer for their approvals, with a copy thereof furnished to the Wyckoff Planning Board, all at the cost and expense of the applicant.

T. All municipality taxes and assessments and interest due and owing to the Township of Wyckoff on all lots described in the proposed subdivision shall be paid in full to the Township of Wyckoff Tax Collector and proof thereof shall be filed with the Planning Board. All fees required by ordinances of the Township of Wyckoff in connection with the approval of the application and construction of the project shall be paid in full by the applicant.

U. All performance guarantees and surety bonds and cash deposits required to be posted with the Township Clerk shall continue to be kept in full force and effect as required by all applicable laws, ordinances, regulations and directives of any governmental bodies having jurisdiction thereof; and all maintenance guarantees and surety bonds and cash deposits shall be posted with the Township Clerk when required by law and the Developer's Agreement entered into in this matter.

V. When requested by the Township Engineer, the Applicant shall submit to the Township Engineer for his approval an "as built" plan describing all improvements which have been installed as required by the Wyckoff Code, Subdivision, and Site Plan Review Ordinance, or other applicable ordinances and regulations; and the "as built" plan of the sanitary sewer system, if any, for the site, after approval of the Sewer Consultant of the Township of Wyckoff and other applicable governmental body, if required.

W. The assignment of lot numbers shall be confirmed with the Tax Assessor.

X. Once any required property deeds have been drafted, the Applicants' attorney shall submit same to the Township Engineer, Peter C. TenKate, P.E. of Boswell Engineering, for approval.

Y. The demolition permit package for the existing buildings will be reviewed by the Township Engineer and/or Peter C. TenKate of Boswell Engineering.

Z. The Applicant is required to comply with the current rules, regulations and requirements of COAH, with respect to the current Uniform Housing Affordability Controls.

AA. The price control and income level designation and number of bedrooms shall be

consistent with the rules and regulations of COAH. All of the affordable units shall be rentals and at least 70% shall be affordable to low income households.

BB. There will be no storage or sale of items outside of the building or on the exterior sidewalk.

CC. The Stop and Shop mezzanine shall be utilized in accordance with Chapter 186, Section 5, of the Zoning Code of the Township.

DD. The Applicant shall comply with the Township's Planner's Report dated November 8, 2006 as specifically set forth herein and as set forth in the site plan.

EE. The various tax lots which are the subject of this application contained in Block 216.01 shall be consolidated as part of the approval and designated a tax lot which existed in the pre-existing SDAH-2 Zone.

FF. The Applicant shall comply with all of the written recommendations of the Township's Consulting Engineer which are consistent with this Resolution and the approved site plan.

GG. The Applicant has entered into a Consent Agreement dated August 16, 2005 with the Township of Wyckoff. The terms and conditions are hereby incorporated in this resolution.

HH. In the event COAH determines that the Net Increase attributable to the Center produces a COAH obligation for growth share units within Wyckoff with respect to the Center's Net Increase then, in such case, the Applicant shall pay to Wyckoff the then current unit RCA contribution sum for each growth share unit required by COAH, up to a maximum of four (4) growth share units pursuant to the Consent Agreement.

BE IT FURTHER RESOLVED that the Planning Board Secretary shall mail a copy of this Resolution within ten days from the date of adoption thereof to the Applicant or to their attorney, if any, without charge; and to all other persons who request the same and pay the required fee therefore. The Secretary shall also file a copy of this Resolution in the offices of the Township Clerk, Building Inspector, Construction Code Official, Tax Assessor and the Township Attorney and shall publish a brief notice of the decision in the official newspaper, the cost of which shall be paid for by the applicants.

PLANNING BOARD
TOWNSHIP OF WYCKOFF

Susan Schilstra, Secretary

Gordon Stanley, Chairman

Adopted: February 14, 2007

DEVELOPER'S AGREEMENT FOR BOULDER RUN EXPANSION

DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this 20th day of May, 2008, by and among:

THE TOWNSHIP OF WYCKOFF, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as the **"MUNICIPALITY"** and **THE PLANNING BOARD OF THE TOWNSHIP OF WYCKOFF**, hereinafter referred to as the **"BOARD"**;

AND

MUNICO ASSOCIATES and FOX HEDGE, LLC, owners of property at 327 Franklin Avenue, known as Lots 13.01, 23.01, 24.01, 25 and 34 in Block 216.01 and Lots 12.01 and 13.04 in Block 216 of the Township of Wyckoff, hereinafter referred to collectively as the **"DEVELOPER"**

WITNESSETH:

WHEREAS, the **DEVELOPER** submitted to the **BOARD** an application for preliminary and final major site plan and variance approvals, to allow the renovation and reconstruction of the shopping center known as "The Boulder Run Shopping Center", located at 327 Franklin Avenue, also known as Lots 13.01, 23.01, 24.01, 25 and 34 in Block 216.01 on the Tax Assessment Map of the Township of Wyckoff (the "Shopping Center Property"); and

WHEREAS, the **DEVELOPER** submitted to the **BOARD** an application for preliminary and final major subdivision approval at Lots 12.01 and 13.04 within Block 216 on the Tax Assessment Map of the Township of Wyckoff (the "Residential" Property); and the Shopping Center Property and Residential Property being collectively the "Property"; and

WHEREAS, the **BOARD** has granted major site plan approval, a sign variance and preliminary and final major subdivision approval as memorialized in the **BOARD'S** Amended Memorializing Resolution dated February 14, 2007, (the "Resolution") a copy of which is attached hereto as ***Exhibit A*** and fully incorporated herein: and

WHEREAS, the site plan, subdivision plans, landscaping plans, as revised through October 27, 2006, and prepared by Langan Engineering and subsequent revisions thereto, as well as all other plans, studies, and exhibits were marked into evidence by the **BOARD** as A-1 through A-40 (collectively the "Approved Plans"), as attached to and memorialized in the Resolution and incorporated herein; and

WHEREAS, the **BOARD** held hearings with respect to the Property and the site plan and subdivision applications on November 9, 2006 and November 13, 2006 (the "Hearings"); and

WHEREAS, the application for development, the application for subdivision, the proposed improvements and the premises upon which the improvements are to be made are subject to the **MUNICIPALITY's** land development ordinances, the Municipal Land Use Law and all other applicable Municipal, County, State and Federal laws, ordinances, rules and regulations;

NOW, THEREFORE, this Agreement is entered into among the parties for the purpose of defining and specifying the obligations of the **DEVELOPER** and providing for the performance of said obligations and the enforcement of the **MUNICIPALITY's** land use regulations and the said laws, ordinances, rules and other regulations.

ARTICLE I

REQUIRED IMPROVEMENTS

1.1 **IMPROVEMENTS**. At its sole cost and expense, the **DEVELOPER** shall build, construct and install upon the Tracts, and off tracts, all the improvements shown or laid down on the property located at 327 Franklin Avenue, known as Lots 13.01, 23.01, 24.01, 25 and 34 in Block 216.01 and the property known as Lot 12.01 and 13.04 in Block 216 on the Tax Assessment Map of the Township of Wyckoff, as approved by the Planning Board, and as set forth in the Resolution of the **BOARD** and exhibits and presentations made to the **BOARD** and as more particularly described on the Site Plan, Architectural Plans, Landscaping Plans, and Soil Erosion and Sediment Control Plans and all other plans and studies originally submitted and as amended and marked into evidence , all of which are incorporated herein and made a part hereof and shall hereinafter collectively be referred to as the "Site Plan and Subdivision Proceeding". The approvals for the shopping center improvements and the residential subdivision shall be treated separate and distinct for the purposes of the issuance of building permits and certificates of occupancy even though they are covered by the same bond and were part of the same application and public hearings.

1.2 **ADDITIONAL IMPROVEMENTS AND CONDITIONS**. Anything shown or described on the plans submitted to the **BOARD**, which are not specifically included or mentioned in this Agreement, shall be considered as part of this Agreement, except for such necessary minor changes as may be required and approved by the Municipal Engineer as work progresses in order to better fulfill and implement the

purposes and intent of the approval. **DEVELOPER**. at its own cost and expense shall perform the following:

A. The **DEVELOPER** shall comply with all of the requirements contained within the letters from the Township Engineer and the Township's Consulting Engineer. Boswell McClave and any and all supplements thereto. as modified pursuant to the Resolution and consistent with the Approved Plans.

B. The **DEVELOPER** shall install landscaping pursuant to the approved Landscaping Plan and the **DEVELOPER** and all future assignees. grantees and/or successors in title. shall be responsible for maintaining the landscaping and replacing such landscaping when required, as depicted on the Landscaping Plan submitted to the **BOARD** and incorporated herein.

C. The **DEVELOPER** shall install and construct all improvements pursuant to and consistent with the Township of Wyckoff Police Department Report and the Township of Wyckoff Fire Department Reports, as modified pursuant to the Resolution and consistent with the Approved Plans.

D. The **DEVELOPER** shall obtain the final written approval of the Bergen County Planning Board and supply the **BOARD** with a copy thereof. if applicable.

E. The **DEVELOPER** shall obtain the final written approval of all applicable soil conservation commissions or districts and supply the **BOARD** with a copy of the same.

F. The **DEVELOPER** shall remove from the site in a lawful manner, all materials which are toxic or hazardous and any non-earthen pollutive materials existing at the site or encountered during the course of the construction on the site .

G. The **DEVELOPER** must and shall obtain all other applicable Municipal. County. State and/or Federal approvals.

H. The **DEVELOPER** shall install all lighting and light fixtures pursuant to the approved plans and as amended and so that they are shielded to prevent spillage on to adjacent properties and shall install any and all new parking lot lighting consistent with the approved plans and at the direction of the Municipal Engineer.

I. The **DEVELOPER** shall submit to the Township Engineer certification by a licensed professional engineer, certifying and approving the construction and design of any and all retaining walls installed on the site in excess of two feet.

J. The **DEVELOPER** shall supply to the Township Engineer a certification by a licensed professional engineer, that all grading on the site is done in a manner to significantly reduce surface water runoff from the proposed site to down-slope sites and in accordance with the appropriate NJDEP and/or RSIS regulations.

K. The **DEVELOPER** shall install the required handicap parking spaces with the required signage and striping so that the parking for the property is ADA compliant. The **DEVELOPER's** Engineer shall supply a certification that the parking on-site is ADA compliant.

L. During construction. there shall be no garbage pickup and no servicing. filling. emptying. dropping off or picking up of dumpsters other than Monday through Saturday from 6:00 a.m. to 6:00 p.m.

M. The hours and time for construction of the project shall be limited from 7:00 a.m. to 6:00 p.m. Monday through Saturday.

N. All improvements and construction shall proceed in accordance with and consistent with the Memorializing Resolution adopted by the **BOARD** and the Approved Plans, any and all conditions contained therein.

O. Improvements and construction shall proceed in accordance with the Approved Plans as testified to by the **DEVELOPER** and its witnesses and in accordance with all applicable State. County and Municipal codes. ordinances. rules and regulations.

P. All municipal taxes and assessments due and owing to the Township of Wyckoff for the property shall be paid in full to the Township Tax Collector and proof thereof shall be filed with the **BOARD**.

Q. The **DEVELOPER** shall provide fire flow calculations to the Township's Consultant to determine if a 6-inch water main is acceptable or if an 8-inch main is required. The **DEVELOPER** shall install the appropriate size water main as requested by the Township's Consulting Professionals.

R. No building permit shall be issued and no site work shall commence until the **DEVELOPER** submits to the Township Engineer, revised plans that shall be reviewed and approved by the Township Engineer and shall conform with and be consistent with the site plan and subdivision approvals. If appropriate, such plans shall include the addition of construction and technical details required by the Township Engineer and/or the **BOARD**, all of which construction and technical details shall be deemed a part of the Approved Plans.

S. All Deed or Grants of Dedication and/or Easements for drainage. sewers. streets. or otherwise, as shown and described on the plans. which are required to be furnished to the Township of Wyckoff or other governmental body by the

DEVELOPER. as determined by the Township Engineer. if not submitted and approved prior hereto. shall be prepared by the **DEVELOPER'S** attorney and submitted to the Township Attorney and Engineer for their approvals. with a copy thereof furnished to the **BOARD**. all at the cost and expense of the **DEVELOPER**.

T. All municipal taxes and assessments and interest due to the Township of Wyckoff with respect to the subject properties shall be paid in full to the Township of Wyckoff Tax Collector and proof thereof shall be filed with the **BOARD.** All fees required by ordinances of the Township of Wyckoff for professional review and approval of the **DEVELOPER's** plans not previously paid shall be paid in full by the **DEVELOPER**.

U. All Municipal taxes. assessments and fees due to the Township of Wyckoff pursuant to the ordinances of the Township of Wyckoff as a result of the approved construction shall be paid to the Township of Wyckoff pursuant to such ordinances prior to building permits and/or certificates of occupancy being issued.

V. Upon completion of the developments on the Property. the **DEVELOPER** shall submit to the Township Engineer. for his approval. an "as-built" plan in accordance with Section 5.6.

1.3 **ENVIRONMENTAL REQUIREMENTS**. Pursuant to the requirements of the **BOARD**. under Paragraph 1.2F of this Developer's Agreement. the **DEVELOPER** shall comply with all requirements of the NJDEP with respect to the clean-up of hazardous substances. either on-site or off-site. at the **DEVELOPER'S** sole cost and expense. This Agreement is not intended to. nor shall it operate to preempt the statutory and case law authority of the NJDEP or any other governmental or private party

to enforce rights against the **DEVELOPER**, from enforcing rights against other parties if it is determined that migration of hazardous substances has been caused by acts of third parties.

ARTICLE II

CONDITIONS OF PERFORMANCE

2.1 **DEVELOPER'S PERFORMANCE**. The **DEVELOPER** covenants and agrees to cause to be furnished, provided, and supplied (at the **DEVELOPER's** sole cost and expense) all of the engineering, architectural, planning, supervisory, and managerial services, and all of the labor, materials, supplies, tools, equipment, and machinery required to perform and complete all of the improvements and development described in Article I, in a good, substantial, timely, orderly, neat and workmanlike manner, in full and strict compliance with applicable land development laws, ordinances, rules and regulations, and the terms and conditions of this Agreement.

2.2 **MANNER OF PERFORMANCE**. The **DEVELOPER** agrees that the development of the Tracts shall be performed in such a commercially reasonable manner as to minimize nuisance, public or private, by reason of noise, dust, debris, air pollution, gas, smoke and the like or resulting from construction, trucking, or other operations. The **DEVELOPER** agrees to prevent soil spillage on public streets. Any soil spillage on public streets shall be removed by the **DEVELOPER** promptly upon demands by the **MUNICIPALITY**.

2.3 **MUNICIPAL INSPECTIONS**. The **MUNICIPALITY** contemplates inspection of all improvements to be made pursuant to this Agreement. The

DEVELOPER shall notify the Municipal Engineer at least forty-eight (48) hours prior to the commencement of the construction of any improvement. In the event of the temporary suspension of construction, the Municipal Engineer shall be promptly notified of the renewed starting date of construction. Back-filling, after the laying of any drainage pipes, sanitary sewers, or other related facilities, is absolutely prohibited without prior inspection and approval by the Municipal Engineer or his duly authorized representative.

2.4 **SOIL MOVEMENT PERMIT**. No development operations shall be commenced or continued on the Tracts until the **DEVELOPER** has made application for and received a soil-moving permit, as required by applicable municipal ordinances, or other governmental requirements.

2.5 **PRESERVATION OF TREES, VEGETATION AND SLOPES**. The **DEVELOPER** shall preserve trees and other natural vegetation, grades, contours, and slopes wherever possible throughout the Tracts and as set forth in the Approved Plans and Memorializing Resolution.

2.6 **SURFACE WATER DRAINAGE**. If surface water run-off from one lot to another affects the proper use of any other lot, or causes excessive water accumulation on, or damage to any other lot, or any structure thereon, the **DEVELOPER** shall construct such swales, drains, walls, or other drainage facilities as are necessary to prevent water run-off from interfering with the use of or damage to, any other lot, or any structure thereon, prior to making application for, or the receipt of a Certificate of Occupancy for the use of any structure on the **DEVELOPER's** premises.

2.7 **INADEQUATE DRAINAGE FACILITIES**. If during the course of development of the Tracts, field conditions or sound engineering practices indicate that

improvements shown or described in the Site Plan or as part of Site Plan and Subdivision Approval Proceedings are inadequate to serve the drainage requirements or subsurface water conditions affecting the Tracts. or are inadequate to protect any other properties or the structures thereon. the **DEVELOPER** agrees to take whatever remedial action to solve such drainage problems as may be necessary. Such remedial action shall be done in accordance with engineering plans previously furnished to the Municipal Engineer. and shall be subject to the inspection and approval of the Municipal Engineer. The decision as to the necessity for such action shall lie within the sole discretion of the Municipal Engineer. subject. however. to appeal to the **BOARD**. The **DEVELOPER** agrees to obtain all of the necessary Agreements or easements from adjoining property owners or other property owners, as the case may be, in order to perform the required remedial action, or in the event of the inability to procure such Agreements or easements relating to other lands, to reimburse the **MUNICIPALITY** for all awards. costs, expenses and legal and engineering fees incurred in such eminent domain or other legal proceedings as the **MUNICIPALITY** may undertake to obtain such Agreements or easements.

2.8 **PUBLIC HEALTH OR SAFETY.** If, after the execution of this Agreement, or during the course of the development of the Tracts, a condition which, in the opinion of the **MUNICIPALITY**, shall develop adversely affecting or threatening public health or safety, or a condition develops inimical to the general welfare, or if any Federal, State, County or municipal government agency, board, department. bureau. or other unit shall lawfully require any improvement. work. or installation. not expressly shown on the improvement schedule. the **DEVELOPER** agrees to immediately take all necessary action to abate such threat or condition or to meet such governmental

requirement, subject, however, to the **DEVELOPER'S** right of appeal. If the **DEVELOPER** fails to correct such condition within such time as the **MUNICIPALITY** in its notice shall specify, and after **DEVELOPER'S** appeal, if any, the **MUNICIPALITY** may order the corrective work to be done by some person or entity other than the **DEVELOPER** and its surety shall reimburse and indemnify the **MUNICIPALITY** for all of its costs and expenses caused by such failure.

ARTICLE III

TIME OF COMPLETION

3.1 **TIME FOR COMPLETION**. All of the improvements and work described in Articles I and II of this Agreement shall be properly completed within the time frame permitted by State and Municipal laws and ordinances. Before the final Certificate of Occupancy for any building can be issued, the **DEVELOPER** shall have completed all improvements required by the Approved Plans, as required by the applicable provisions of the Wyckoff Code Section 168, Subdivision and Site Plan Review Ordinance, with respect to such building, subject to the staging of construction presented by the **DEVELOPER** during the course of the Hearings and have posted with the Township adequate performance bond guarantees. The Township Committee may, by motion or resolution, modify or waive any of the foregoing requirements provided that the best interest of the **MUNICIPALITY** is sufficiently protected. The Township Committee and the **BOARD** acknowledge that certain of the site plan improvements can only be installed in stages based upon the demolition of certain existing improvements as **DEVELOPER** will require Certificate of Occupancy as each structure is completed along with related site improvements. For example, the new Stop and Shop building will

be opened and operating before the demolition of the existing Stop and Shop and related stores and certain of the site improvements both above and below grade can only occur after such demolition has taken place and Stop and Shop will require a Certificate of Occupancy for its new store upon its completion.

ARTICLE IV

PERFORMANCE AND MAINTENANCE GUARANTEES

4.1 **AMOUNT OF PERFORMANCE GUARANTEE.** As a condition precedent to the commencement of any work contemplated by this Agreement, and prior to the issuance of any construction permits, the **DEVELOPER** shall furnish and file with the Township Clerk such written performance guarantees as are satisfactory to the **MUNICIPALITY** and approved by the Township Attorney in the amounts specified by the Township Engineer and/or Shade Tree Commission for site improvements, which shall be in compliance with N.J.S.A. 40:55D-53 and the Township's applicable ordinances. Such guarantees are for the purpose of assuring the performance of any obligation of the **DEVELOPER** pursuant to this Agreement and to guaranty and indemnify the **MUNICIPALITY** from and against any cost, expense or loss arising, directly or indirectly, from the failure or default in whole or in part of the **DEVELOPER** to install and maintain site improvements that the **DEVELOPER** is required to install and maintain pursuant to the provisions of this Agreement and the laws, ordinances, resolution, rules and regulations referred to in this Agreement. It is the intent of the parties that the amount of guaranty (plus 20% in excess thereof) referred to herein, shall include (by way of example and not by way of limitation) the costs and expenses which may be incurred by the **MUNICIPALITY**, directly or indirectly attributable to the

proposed development. the actual costs of construction and installing the required improvements: engineering and inspection fees and costs: advertising. filing and recording costs: legal fees and costs and expenses (including reasonable attorney's fees) witness fees and related costs and expenses. if any. which may be incurred in the development of the Tracts and the enforcement of the obligations of the **DEVELOPER** and the **DEVELOPER's** sureties. (The initial Performance and Maintenance Bonds to be furnished by the **DEVELOPER** are attached hereto as ***Exhibit B***.)

4.2 **FORM OF GUARANTEE**. The surety bond or Letter of Credit or other approved form of performance guarantee to be furnished by the **DEVELOPER** shall be subject to approval of the **MUNICIPALITY's** Attorney as to form. content. amount and the acceptability of the surety which issues the bond. if a bond is used.

4.3 **INCREASE AND REDUCTION OF PERFORMANCE GUARANTEE.** The **MUNICIPALITY** by resolution. may in its discretion. reduce the amount of the surety performance bond when portions of the improvements have been certified by the Municipal Engineer to have been completed. or it may demand and receive an increase in the amount when the **MUNICIPALITY's** professional engineer reasonably deems the amount on hand as inadequate.

4.4 **RELEASE OF PERFORMANCE GUARANTEE**. Application for release of the **DEVELOPER** and the surety from the obligation of any performance bond shall be processed in accordance with the provisions of the Municipal Land Use Law.

4.5 **FORM OF MAINTENANCE GUARANTEE**. The form of the maintenance bond to be furnished by the **DEVELOPER** shall be subject to the approval of the **MUNICIPALITY's** Attorney. both as to form. content. amount. and the

acceptability of the surety which issues the bond. It shall assure the maintenance of the improvements and facilities by the **DEVELOPER**, and provide for the reimbursement of all expenditures incurred by the **MUNICIPALITY** for repair, maintenance and operation of such improvements during the two (2) year period. The maintenance guarantee shall not exceed fifteen (15%) percent of the cost of improvements.

4.6 **DEFAULT, FAILURE TO PERFORM.** If, before the completion of the development, the **DEVELOPER** defaults in the performance of any part of this Agreement in any material manner, or if the required improvements are not completed or corrected in accordance with this Agreement and the performance guarantee, or if the **DEVELOPER** files a petition in bankruptcy or insolvency, or is declared bankrupt or insolvent, or suffers any type of receivership, insolvency, bankruptcy or other similar proceedings to be filed against it or ceases work for a period of fourteen (14) consecutive days other than by reason of force majeure, including but not limited to weather, strikes, municipal, state of federally declared emergency, strikes or casualty, without the permission of the Municipal Engineer and fails to resume work within ten (10) days after the mailing of a notice directing the **DEVELOPER** to resume work, the **MUNICIPALITY** shall be entitled to all the rights and remedies provided in N.J.S.A. 40:55D-53, as well as the rights and remedies as provided by general law or case law. It is also agreed that at the option of the Township, the Township can demand specific performance of this Agreement or in the alternative, arrange for the payment of costs, expenses, fees and damages in order to fulfill and complete the terms of this Agreement and the requirements of all applicable municipal ordinances, rules and regulations without first doing the work at its own cost and expense. Said guarantees shall also cover

all reasonable attorneys' fees, costs of suit and other municipal expenses incurred as a result of the enforcement of this Agreement. In such case, the **MUNICIPALITY** may utilize the deposited performance guarantees for the full, complete and adequate performance of this Agreement for the completion of the improvements. The **MUNICIPALITY** is hereby authorized by the **DEVELOPER** to disburse the performance guarantee funds in payment for such completion upon not less than ten (10) days notice to the **DEVELOPER**, including services and materials as are rendered upon property vouchers, and any unused portion of the deposit shall be returned to the **DEVELOPER** by the **MUNICIPALITY** upon completion of the development and certification of such completion to the **MUNICIPALITY** by the Township Engineer.

4.7 **ENGINEERING AND LEGAL EXPENSES**. The engineering and legal fees or charges for services rendered to the **BOARD** and to the **MUNICIPALITY** in connection with this Agreement and in connection with the development and improvements made pursuant to this Agreement shall be paid by the **DEVELOPER**. For this purpose, the **DEVELOPER** shall deposit, upon execution of this Agreement, a cash deposit in the sums requested by the Municipal Attorney and Municipal Engineer, if such sums have not already been deposited with the **MUNICIPALITY** in adequate amounts. It is specifically agreed, that if during the course of the development it appears that the amount of the deposit made is inadequate to meet such costs, the **MUNICIPALITY** may require such additional sums to be deposited with it as it may determine necessary and reasonable, and the **DEVELOPER** shall forthwith provide the same. No building permits or Certificate of Occupancy shall issue until such additional deposit shall be made. The **MUNICIPALITY** shall be and is hereby authorized by the

DEVELOPER to disburse the deposits in payment of such services as are rendered upon proper vouchers therefor, duly sworn by the person or persons rendering the services, provided a copy of each such voucher is provided to the **DEVELOPER** in accordance with State law, and any unused portion of such deposits shall be returned to the **DEVELOPER** by the **MUNICIPALITY**.

4.8 **MODIFICATION OR EXTENSION OF AGREEMENT**. It is mutually understood and agreed by the parties and by the **DEVELOPER's** surety that any amendment, extension, modification, or alteration in any of the terms and conditions of this Agreement, or the waiver or release of any conditions or requirements by the **MUNICIPALITY** shall not relieve any surety from its obligations under the performance or maintenance bonds.

4.9 **INTERPRETATON AND ADMINISTRATION**. In the interpretation and administration of the provisions of this Agreement, reasonable interpretations shall apply.

ARTICLE V

REQUIRED DOCUMENTS

5.1 **TITLE CERTIFICATE**. Upon execution and delivery of this Agreement, the **DEVELOPER** shall file with the **BOARD** a certificate issued by an attorney at law of the State of New Jersey certifying to the **BOARD** and to the **MUNICIPALITY** that title to the Tracts is vested in the **DEVELOPER** or its affiliates, noting any exceptions to title or encumbrances. In the event that the **DEVELOPER** has not acquired title to the Tracts, the attorney shall certify to the **BOARD** that the title has not vested in the **DEVELOPER**. At the request of the **MUNICIPALITY**, the

DEVELOPER shall remit to the **MUNICIPALITY**'s Attorney, a copy of any title insurance binder and/or a policy which has been issued covering these premises, and a copy of all valid contracts for the purchase thereof, or any amendments thereto.

5.2 GOVERNMENTAL APPROVALS. The **DEVELOPER** shall obtain all applicable and necessary Municipal, County, State and Federal approvals including but not limited to:

1. Bergen County Planning Board.
2. Bergen County Soil Conservation Commission.
3. New Jersey Department of Environmental Protection.

5.3 **OTHER GOVERNMENT APPROVALS.** The **DEVELOPER** represents that the **DEVELOPER** has heretofore complied with and will in the future comply with all applicable requirements of all Federal, State and County boards, bureaus and departments, including the Bergen County Planning Board, the Bergen County Engineer, the Bergen County Road Department, Bergen County Soil Conservation District, N.J. Department of Environmental Protection, Municipal Engineer (to the extent such engineer exercises the statutory authority of the **BOARD**), Municipal Sewer Consulting Engineer, the Bergen County Department of Public Works (where applicable) and the Northwest Bergen County Utilities Authority, and further represents that, before commencing any work, the **DEVELOPER** will secure any required Federal, State and County approvals concerning the development of the Tracts. The **DEVELOPER** shall deliver to the **MUNICIPALITY** certified copies of documents bearing the required approvals of the Bergen County Planning Board.

5.4 DEEDS. The **DEVELOPER** agrees, at its sole cost and expense, to execute and deliver to the **MUNICIPALITY** deeds of easement and rights-of-way necessary for the maintenance, repair, construction, or reconstruction of any publicly-maintained facility or utility servicing the project that is the subject of the improvements, for the approval of the **MUNICIPALITY**'s Attorney.

5.5 PROOF OF PAYMENT OF CLAIMS. Upon completion of the development and prior to the release of the performance bond or guarantees, the **DEVELOPER** shall provide the **MUNICIPALITY** with satisfactory proof of payment and satisfaction of all claims and liens for labor and material in the construction, installation, and maintenance of the development improvements which are related to improvements serving the "public" such as road widening, sidewalks and drainage versus private improvements such as those installed within the boundaries of the Property and not relating to the "public". Such proofs shall also be required upon the completion of the work provided herein and at the expiration of the two (2) year period of maintenance of such improvements in accordance with the provisions of this Agreement. The **DEVELOPER** shall also provide **MUNICIPALITY** with satisfactory Release of Lien forms, signed by all actual or potential lienholders, including laborers, subcontractors and materialmen.

5.6 "AS-BUILT" PLANS. Upon completion of all of the improvements and work required under this Agreement, the **DEVELOPER** shall send written notice thereof to the **BOARD** and to the **MUNICIPALITY**. The notice shall be accompanied by "as built" plans prepared and certified by a licensed professional engineer or land surveyor. The "as built" plans, shall consist of, where applicable:

A. Plans showing:

(1) The contours (at two [2'] foot intervals for lands of lesser average slopes) of the land as finally graded: and

(2) The location. as built. of all improvements required by this Agreement. including, without intending to limit the generality hereof. the location of water mains. gas mains. and underground supply lines for light, power. and telephone service. and all of their appurtenances including building sewer laterals. stubs. and taps for building connections:

B. Profiles. as built, of streets. storm sewers and sanitary sewers and their respective appurtenances:

C. Cross-sections, as built. of streets, roads, parking lots and driveways.

ARTICLE VI

CERTIFICATES OF OCCUPANCY

6.1 RIGHT OF REFUSAL. Subject to the provision of Section 3.1. the **MUNICIPALITY** shall have the right to refuse the issuance of a Certificate of Occupancy for an individual building. it being understood by the **MUNICIPALITY** that the renovations and construction of the buildings on the Property will be staged in the manner presented to the **BOARD** at the Hearings and approved by the **BOARD**. until the **DEVELOPER** has fully complied with all requirements on the **DEVELOPER's** part to be performed pursuant to this Agreement. and the Approved Plans.

6.2 BREACH OF AGREEMENT. In no case shall a Certificate of Occupancy for any building be issued if a material breach or default in this Agreement

has occurred and has not been cured. Without limitation upon any other remedy provided herein or by law, the **MUNICIPALITY** may order that no or no further Certificates of Occupancy shall be issued until any material breach or default in this Agreement is cured.

ARTICLE VII

7.1 **NO LIMITATIONS**. Nothing herein contained shall be construed as preventing the **MUNICIPALITY** from exercising in any court or elsewhere any rights or duties which are by statute, ordinance, or other law. Nothing herein contained shall be deemed a waiver by the **MUNICIPALITY** of any ordinance or State statute or other law, or be construed as an abridgment, preemption, or waiver of the powers of any municipal board, agency or public body. This clause shall not operate to confer upon any such public body any powers, rights, or duties it does not now possess, nor abridge the rights of the **DEVELOPER** concerning any such public body.

7.2 **NO MUNICIPAL REPRESENTATIONS**. The exercise of any rights or the declaration of any of the covenants, undertakings, agreements, or other obligations mentioned in the Agreement shall not be construed as representations by the **MUNICIPALITY**, the **BOARD**, or any municipal officer, agent, board, or employee that it or they have or intend to assume, any contractual or other liability to or with any persons, firms, or corporations purchasing any land, buildings, or improvements from the **DEVELOPER** or otherwise using or having any title or interest in the same, nor shall this Agreement be construed to work any liability on the **MUNICIPALITY** or the **BOARD** to third persons.

7.3 **NO MUNICIPAL LIABILITY**. Nothing herein contained shall be construed to render the **MUNICIPALITY** or any of its officers, agents, boards, or

employees liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making or installation of the improvements.

7.4 **DEVELOPER'S LIABILITY**. The **DEVELOPER** shall be and remain liable for any and all damage or money loss, including attorney's fees, to the **MUNICIPALITY** or the **BOARD** or their officers or agents by any neglect, wrongdoing, omission, or commission of or by the **DEVELOPER** or by any person, firm or corporation acting for the **DEVELOPER** hereunder arising from the making or installation of the improvements, the performance of the terms hereof, or arising from this Agreement. The **DEVELOPER** shall save, indemnify, and hold harmless the **MUNICIPALITY**, its officers, agents, boards, and employees from any and all actions in law or in equity, charges, debts, liens, encumbrances, costs, and counsel fees, which may arise from any such damage or loss, in making of improvements, the performance of the terms hereof, or arising from this Agreement, unless the **MUNICIPALITY**, its employees, consultants, or its agents shall have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence which is actionable by law under N.J.S.A. 59:1-1, et seq.

7.5 **ORDER TO STOP WORK**. The **DEVELOPER** agrees that any time the **DEVELOPER** fails to comply with any of the terms of this Agreement in any material manner or any part of the requirements herein mentioned, the **MUNICIPALITY** may forthwith stop all further work on said improvement until the work has been corrected or otherwise made to comply with the terms of this Agreement. If the violation is not corrected within forty-eight (48) hours, or such other time as is reasonably practicable, subject to the **DEVELOPER'S** right of appeal, then the completion of said

work may be undertaken by the **MUNICIPALITY** at the expense of the **DEVELOPER** and the **DEVELOPER's** surety.

7.6 **THIRD PERSON CLAIMS**. Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claim against the **MUNICIPALITY** or any of its agents or agencies with respect to the matter of installation of improvements, or for any damages arising therefrom.

7.7 **ASSIGNMENT**. It is mutually agreed that any assignment, lease, transfer or sale of the Tracts, or any interest therein, in whole or in part, shall not operate to relieve the **DEVELOPER** and its surety from their obligations hereunder. No assignment lease, transfer or sale, aforesaid shall be valid or binding on the **MUNICIPALITY** unless the **DEVELOPER's** successor in interest shall agree in writing to assume the **DEVELOPER's** obligations hereunder. In the event the **DEVELOPER** agrees or has agreed to sell, assign or in any manner transfer all or any part of **DEVELOPER's** right, title or interest in the lands and premises described in and pertaining to this Agreement and the development thereof said sale, assignment or transfer shall only take effect after said writing has been signed and delivered to the Township of Wyckoff, in a form satisfactory to the Attorney for the Municipality, and wherein such writing the vendee, assignee or transferee agrees to accept the obligations and undertakings of the **DEVELOPER** set forth in this Agreement.

7.8 **NON-WAIVER**. Nothing herein contained shall be deemed to be a waiver of any applicable ordinance of the **MUNICIPALITY**. Any modifications or alterations in the terms and conditions of this Agreement, or the waiver of any requirements by the **MUNICIPALITY**, shall not be deemed a waiver of any of the other

conditions or requirements for this Agreement and shall not relieve the **DEVELOPER** or the surety from their obligations or the bonds described herein.

7.9 **RIGHTS TO LEGAL ACTION**. Nothing contained in this Agreement shall be construed as preventing any party from seeking redress in any Court of Law or Equity.

7.10 **INSURANCE**. The **DEVELOPER** shall provide proof of insurance for public personal injury liability and property damage liability, including contingent liability and the general contractor and site contractor shall provide motor vehicle liability which might result from the performance of the work required under this Agreement and shall provide the Township of Wyckoff with a Certificate of Insurance designating the Township of Wyckoff and its representatives as an additional insured under each policy in which insurance coverage shall be provided, in the following amounts:

A. Comprehensive General Liability –

Combined single limits of $1,000,000.00.

B. Umbrella Liability - $10,000,000.00 per occurrence,

$10,000,000.00 annual aggregate.

C. Automotive Liability -

Combined single limits of $1,000,000.00

The **DEVELOPER** agrees that it will provide property damage insurance coverage and provide the **MUNICIPALITY** with a Certificate of Insurance designating the **MUNICIPALITY** as an additional insured under said policy.

The **DEVELOPER** further agrees to provide worker's compensation coverage for **DEVELOPER'S** employees in conformity with New Jersey statutes and will require

evidence of such coverage to be supplied by each subcontractor who may be employed to perform work under this Agreement.

7.11 **INDEMNIFICATION**. **DEVELOPER** shall be and remain liable for any and all damage or money losses (including but not limited to reasonable attorneys fees) occasioned or suffered by the **MUNICIPALITY** or the **BOARD** or their officers, agents or representatives by reason of any neglect, actions, wrongdoing, omission or commission of any act by the **DEVELOPER** or any person, firm or corporation acting for the **DEVELOPER** hereunder, arising from the making of the improvements, the performance of the terms hereof or from or out of this Agreement. The **DEVELOPER** hereby agrees to defend, save, indemnify and hold harmless the **MUNICIPALITY**, its officer, agents, boards, and employees from any and all claims, actions of law or in equity, charges, debts, liens, encumbrances, costs and counsel fees which may arise from any such damage or loss, from the making of the improvements, the performance of the terms hereof unless the **MUNICIPALITY**, its employees, consultants, or its agents shall have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence which is actionable by law under N.J.S.A. 59:1-1, et seq.

When and in the event that by reason of the negligence of the **DEVELOPER** in the construction of the improvements on the Property, litigation arises and the **MUNICIPALITY** is made a party defendant to any law suit so instituted and by reason of the necessity of the **MUNICIPALITY** to defend such suit and the escrow funds or performance guarantee provided for herein are deemed insufficient to pay the continuing bills for services rendered to the **MUNICIPALITY** by its attorney and/or engineer or

consultants, or other expense or cost incurred in said litigation, the **MUNICIPALITY** may serve a written notice by certified mail, return receipt requested upon the **DEVELOPER** at the address set forth herein requiring the **DEVELOPER** to deposit within ten (10) days such additional funds that the **MUNICIPALITY** may deem necessary for the completion of the development and the defense of such litigation. The **DEVELOPER** shall within ten (10) days deposit such additional funds with the **MUNICIPALITY** as required. Should the **DEVELOPER** fail to do so within the required time period, the **MUNICIPALITY** may direct the appropriate officials to place a stop work order on all development within the premises as depicted on the site plan and as required by the **BOARD.**

ARTICLE VIII

MISCELLANEOUS

8.1 ENGINEERING, LEGAL AND PROFESSIONAL COSTS. The engineering, planning and legal fees or charges for services rendered to the **BOARD** and to the **MUNICIPALITY** in connection with this Agreement and in connection with the improvements made hereunder shall be paid by the **DEVELOPER**. For this purpose, the **DEVELOPER** shall deposit with the **MUNICIPALITY** a cash sum as required by the Township Engineer for consulting services and legal services pursuant to N.J.S.A. 40:55D-53.2. It is agreed that if during the course of the development it appears that the amount of the deposit made is inadequate to meet such costs, the **MUNICIPALITY** may require such additional sums to be deposited with it as it might determine necessary and reasonable: and the **DEVELOPER** agrees forthwith to provide same. No building permits or Certificates of Occupancy shall be issued until such additional deposit is made.

The **MUNICIPALITY** is hereby authorized by the **DEVELOPER** to disburse the said deposit in the payment of such services as are rendered upon proper vouchers therefore in accordance with this Agreement.

8.2 **ATTORNEYS FEES AND COSTS**. If as a result of a breach or non-performance by the **DEVELOPER**, the **MUNICIPALITY** employs an attorney or attorneys to enforce its rights under this Agreement and the **MUNICIPALITY** is successful in enforcing such rights, then the **DEVELOPER**, shall pay to the **MUNICIPALITY** the reasonable attorneys fees and costs incurred to enforce this Agreement.

8.3 **NOTICES**. Except as otherwise set forth herein, all notices given hereunder shall be in writing, shall be sent by certified mail, return receipt requested, and shall be deemed given when mailed. Notices to the **MUNICIPALITY** and to the **BOARD** shall be addressed to them at Memorial Town Hall, Scott Plaza, Wyckoff, New Jersey 07481, and notice to the **DEVELOPER** shall be addressed to the **DEVELOPER** at the address previously set forth in this Agreement, with a copy to Winne, Banta, Hetherington, Basralian & Kahn, P.C., Court Plaza South 21 Main Street, PO Box 647, Hackensack, New Jersey 07602. Attention Joseph L. Basralian, Esq., and to the surety at its last known main business address.

8.4 **AMENDMENT OF AGREEMENT**. This Agreement may only be changed, modified, revised, or amended by written instrument signed by all of the parties to this Agreement.

8.5 **EFFECT OF PROVISION**. Each of the provisions of this Agreement shall have the same force and effect as if set forth at length as conditions of the **BOARD**'s Resolution granting site plan approval and variances.

8.6 **SEVERABILITY**. The provisions of this Agreement are severable. If any provision shall be determined by a court of competent jurisdiction to be unenforceable, such determination shall have no effect upon the balance of the provisions, which shall remain in full force and effect.

8.7 **REMEDIES NONEXCLUSIVE**. The rights and remedies granted to the **MUNICIPALITY** described herein are not exclusive but shall be cumulative and in addition to any other right or remedy which the **MUNICIPALITY** may have by law. The monetary obligation of the **DEVELOPER** evidenced by the amount of the surety bonds or guarantees and the maintenance bonds described herein shall not be limited by the amount of such bonds or guarantees; and the **DEVELOPER** shall remain liable for such sums in excess of the amount of such bonds or guarantees, which a court of competent jurisdiction shall determine is due and owing by the **DEVELOPER** under this Agreement.

8.8 **RECORDING OF AGREEMENT**. This Developer's Agreement shall be recorded in the Office of the Bergen County Clerk, provided, however, upon the release of the performance bond in accordance with this Agreement, the **MUNICIPALITY** shall execute a Discharge of this Agreement without demand by the **DEVELOPER**.

8.9 **DEFINITIONS**. All terms, phrases and words used in this Agreement shall be deemed to have the meanings set forth in the definitions contained in the

Municipal Land Use Law, or the applicable ordinance of the **MUNICIPALITY**, as the case may be, unless the context of the sentences in which they are used clearly required another meaning.

8.10 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the respective heirs, legal representatives, grantees, successors, assignees and transferees of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed in the manner provided by law on this 20th day of May, 2008.

THE TOWNSHIP OF WYCKOFF

By: _____
[redacted]: Mayor
RICHARD ACNOR

ATTEST:
Joyce C. Santimauro
Joyce C. Santimauro, Township Clerk

WYCKOFF PLANNING BOARD

By: _____
GORDON STANLEY, Chairman

WITNESS:

Elaine Booth

MUNICO ASSOCIATES, Owner
By: Laurence Corp., General Partner

ATTEST:

By: _____
Robert S. Hekemian, President

FOX HEDGE, LLC, Owner

WITNESS:

By _____
Robert S. Hekemian, Managing Member

STATE OF NEW JERSEY :
:SS
COUNTY OF BERGEN :

BE IT REMEMBERED, that on this 20th day of May, 2008, before me as subscriber, A Notary Public of the State of New Jersey, personally appeared **JOYCE C. SANTIMAURO** who, being by me duly sworn on her oath, deposes and says that she is the Township Clerk of the Township of Wyckoff, the Municipality named in the foregoing Instrument; that she well knows the corporate seal of said Municipal Corporation; the said seal was affixed and the instrument is the corporate seal of the said Municipal Corporation; that the said seal was affixed and the said Instrument signed and delivered by ~~**DAVID CONNOLLY**~~ RICHARD ALNOR, who was, at the date thereof, the Mayor of the Township of Wyckoff, in the presence of this deponent and the said ~~**DAVID CONNOLLY**~~ RICHARD ALNOR, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said Municipal Corporation, by virtue of the authority of its Township Committee, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.

Joyce C. Santimauro
JOYCE C. SANTIMAURO

Sworn to and subscribed
before me the day and year
first above written

Maryellen Tafrate

OFFICIAL SEAL
MARYELLEN TAFRATE
NOTARY PUBLIC - NEW JERSEY
My Comm. Expires June 4, 2013

STATE OF NEW JERSEY :
: SS
COUNTY OF BERGEN :

I certify that on May 21, 2008. **GORDON STANLEY** Chairman of the Township of Wyckoff Planning Board. personally came before me and acknowledged under oath. to my satisfaction. that they are the persons named in and who personally signed the within Instrument and that they signed. sealed and delivered the same as their voluntary act and deed. for the purpose set forth therein.

Maryellen Tafrate
Notary Public

OFFICIAL SEAL
MARYELLEN TAFRATE
NOTARY PUBLIC - NEW JERSEY
My Comm. Expires June 4, 2013

STATE OF NEW JERSEY :
:SS
COUNTY OF BERGEN :

I CERTIFY that on this 22nd day of APRIL, 2008, ROBERT S. HEKEIMIAN personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named in and personally signed the attached document as President of Laurence Corp., the General Partner of **MUNICO ASSOCIATES**, A New Jersey Partnership; and

(b) signed and delivered this document as his or her act and deed on behalf of said New Jersey Partnership.

Carolyn Jacob
Notary Public

CAROLYN JACOB
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES 11/29/2011

STATE OF NEW JERSEY :
: SS
COUNTY OF BERGEN :

I certify that on APRIL 22, 2008. ROBERT S. HEUERMAN personally came before me and acknowledged under oath. to my satisfaction. that they are the persons named in and who personally signed the attached document as Managing Member of **FOX HEDGE, LLC.** a New Jersey Limited Liability Company; and that they signed and delivered this document as his own act and deed on behalf of said Limited Liability Company.

Carolyn Jacob
Notary Public

CAROLYN JACOB
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES 11/29/2011

APPENDIX I
CREDITING DOCUMENTATION FOR CHRISTIAN HEALTH CARE CENTER/EASTERN CHRISTIAN CHILDREN'S RETREAT

EVERGREEN COURT SENIOR LIVING

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: WYCKOFF County: BERGEN

Sponsor: CHRISTIAN HEALTH CARE CENTER Developer:

Block: 443 Lot: 49.03 Street Address 301 SICOMAC AVENUE

Facility Name: EVERGREEN COURT – INDEPENDENT SENIOR LIVING

Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☒ Other – Please Specify Independent Senior Apartments

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State – Amount $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☒ Bank financing – Amount $1,002,329.00
- ☒ Other – Please specify: Grant $1,036,000.00 HUD
- ☐ Please provide a pro forma for proposed projects

# of total bedrooms 33

# of low-income residents 24

# of moderate-income residents ___

# of market residents 9

Residents qualify as low or moderate income?

X Yes ___ No

Length of Controls: 15 years

Effective Date of Controls: 02/17/94

Expiration Date of Controls: 02/17/09

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

☒ CO Date: 1/4/1996

Indicate licensing agency: N/A

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: __/__/__

Current License Date: __/__/__

The following verification is attached:

- ☐ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? X Yes ___ No

Age-restricted? X Yes ___ No

Population Served (describe): Elderly

Accessible (in accordance with NJ Barrier Free Subcode)? X Yes ___ No

Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS/DCA waiting list
- ☒ Other (please specify): US Department of Housing & Urban Development Handbook HUD Compliance Procedures for Affirmative Fair Housing Marketing

CERTIFICATIONS

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

Certified by: _____ 3/16/07
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

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

Dennis McNerney
County Executive

Joseph Rutch
Director

5 June 2007

Doug Stryk, President/CEO
Christian Healthcare Center
301 Sicomac Avenue
Wyckoff, New Jersey 07481

Dear Mr. Stryk:

On May 30, 2007 Lynn Bartlett, of my office, monitored the Evergreen Court housing project for compliance with the HOME Investment Partnerships (HOME) Program's long-term affordability, occupancy and rental requirements.

The period under review was fiscal year 2006-2007. A review of project tenant files was undertaken to determine compliance with HOME Program requirements as regards tenant income eligibility (24 CFR 92.203), affordability and income targeting requirements (24 CFR 92.209) and tenant lease protections (24 CFR 92.253).

Overall, the monitoring found your agency to be stellar in its recertification requirements and in compliance with regulations regarding affordability, income targeting and occupancy. Your agency staff is to be commended on their thorough tenant re-certifications, and impeccable tenant files.

Further, in rental projects with five or more HOME assisted rental units 20% of the HOME-assisted units must be occupied by very low-income families. The rent for these tenants, known as low-HOME units, is no greater than 30% of the annual income of a family whose income equals 50% of the median income for the area, as determined by HUD.

The monitoring found that the rents, as calculated by Christian Health Care Center for Evergreen Court residents are not only compliant with this regulation but that Christian Health Care Center goes above and beyond the requirement to provide housing for this most needy population.

I would like to commend your agency for its diligent recordkeeping; your agency is truly a model sub-grantee. Thank you and your staff for your time, exceptional effort and investment in Bergen County's affordable housing market. Should you have any questions, please contact Lynn Bartlett, of my staff, at 201 336-7226.

Sincerely,

Joseph Rutch
Director

JR:lb

cc: Kevin Stagg, Christian Health Care Center CFO

CHRISTIAN HEALTH CARE CENTER

SUBJECT: Evergreen Court – Leasing of Vacant Apartments	
Scope: Evergreen Court	***Responsible Staff:*** LTC Admissions, Finance Staff, Director of Evergreen Court
DATE OF ORIGINAL POLICY: 2/02 **DATE OF POLICY REVIEW: 8/06** **DATE OF REVISED POLICY:** 6/03, 7/05 **APPROVED BY:** VP/Administrator **Signed:** _____	

POLICY:
It is the policy of the Christian Health Care Center to maintain a waiting list for the fair market and affordable apartments in Evergreen Court and to fill vacant affordable apartments in compliance with the applicable regulations of the US Department of Housing and Urban Development (HUD). These regulations will apply to Evergreen Court until February 17, 2009, at which time their applicability will expire in accordance with the provisions of Contract No. HOME-CHCC-92 between the County of Bergen and the Christian Health Care Center and the related Mortgage Agreement dated February 17, 1994.

PROCEDURE: See page 2.

DEFINITIONS:
HUD: Department of Housing and Urban Development

REQUIRED FORMS:
Affordable Housing Apartment - Application for Waiting List
Fair Market Value Apartment – Application for Waiting List
Verification of Income and Assets
Affordable Housing Waiting List
Fair Market Waiting List
Evergreen Court Pre-Screening Questionnaire
Income and Asset Checklist
Confirmation Letter

TRAINING REQUIREMENTS:
P&P: Evergreen Court Marketing
P&P: Admissions Acceptance or Denial
HUD Section 8 Income limits

RELATED POLICIES / MANUALS FOR CROSS REFERENCE:

VOLUNTARY AGENCY RECOMMENDATIONS (ie..JCAHO Standards):

REGULATORY MANDATES:
US Department of Housing and Urban Development: Technical Guide for Determining Income Allowances for the Home Program, May 1994

PROCEDURE:

1. Advertising for the solicitation of tenants for Evergreen Court will be performed in accordance with the Center's P&P for Evergreen Court Marketing and with established HUD regulations and guidelines, as appropriate.

2. If an individual is interested in an apartment, the Director of Evergreen Court will provide the appropriate Application for Waiting List (i.e. Fair Market or Affordable), or contact the Commons Receptionist to mail the appropriate Application for Waiting List to the interested party. The Applications for Waiting Lists are also available via the Christian Health Care Center internet website.

3. The Long Term Care Admissions Designee:
   a. Receives the completed Applications for Waiting Lists from eligible applicants and reviews them for accuracy and completeness.
   b. Maintains a data file on the shared Admissions server containing the fair market and affordable waiting lists and assigns each applicant a number based upon the order the application was received.

   NOTE: The affordable waiting list is stratified into three (3) income categories, based upon the median income levels for Bergen County. The median income levels for Bergen County are updated on an annual basis in accordance with the stratifications established by HUD. Each applicant residing on the affordable waiting list is reviewed annually to ensure continued placement in the appropriate stratification. The income stratifications on the waiting list are divided as follows:
   Category A – Applicants with incomes below 50% of the Bergen County median income level
   Category B – Applicants with incomes below 60% of the Bergen County median income level
   Category C – Applicants with incomes below 65% of the Bergen County median income level

   c. Maintains tenant applicant files and places all original documentation submitted with the Applications for Waiting Lists into these files within a locked file cabinet in the Long Term Care Admissions office.

4. Upon notification that a unit will become available, the Director of Evergreen Court will determine which applicant is the next one eligible to rent an apartment by reviewing the appropriate waiting list based upon the type of apartment available (fair market or affordable) located on the shared Admissions server.
   NOTE: If the available apartment is an affordable unit:
   a. Contact first eligible applicant from Category C to determine whether the applicant is interested in renting the available apartment within Evergreen Court.
   b. If there is no one in Category C and/or the eligible applicant is not interested at this time, contact first eligible applicant from Category B.
   c. If there is no one in Category B and/or the eligible applicant is not interested at this time, contact first eligible applicant from Category A.

5. If the eligible applicant is interested, the Director of Evergreen Court will:
   a. invite the eligible applicant to visit Evergreen Court at least 30 days prior to admission and before any contract is signed to interview eligible applicant using the Evergreen Court Pre-Screening Questionnaire
      NOTE: If applicant is inappropriate for Evergreen Court, refer applicant to other programs offered by CHCC or community based services.
   b. if the applicant is appropriate and the apartment is affordable, contact the Long Term Care Admissions Assistant to forward the applicant the *Supportive Senior Housing Application for Admission* with instructions to:
      i. complete the application including all accompanying financial forms,
      ii. contact the Financial Services Director to schedule an appointment to review and verify their income information within 10 days of receipt and/or as soon as possible, and
      iii. bring all items listed on the Income and Asset Checklist to their appointment with the Financial Services Director.

PROCEDURE continued:

6. If the eligible applicant wishes to be removed from the waiting list, the Director of Evergreen Court will:
   a. Place the date the request was received in the "Admit/Remove From Waiting List Request" column of the appropriate Evergreen Court Waiting List and place the appropriate comment in the "Comments" column.
   b. Send a confirmation letter to the eligible applicant confirming their request.
   c. Select the next eligible applicant as per #4 above.

7. If the eligible applicant chooses to remain on the waiting list, but does not desire to rent the apartment available at that time, the applicant will remain on the waiting list and the Director of Evergreen Court will note the date that an apartment was offered and declined within the appropriate column on the appropriate Waiting list and select the next eligible applicant as per #4 above.

8 If the available apartment is affordable:
   a. the Financial Services Director will meet with the eligible applicant to verify that the applicant still meets the income requirements and, if eligible, certify the applicant's income and determine the applicant's monthly rent in accordance with the guidelines established by HUD.
   b. If the applicant no longer qualifies for an affordable apartment, the Director of Evergreen Court will select the next eligible applicant as per #4 above.

9 Once the eligible tenant's income has been certified, if appropriate, and a monthly rental amount is established, the Long Term Care Admissions designee will contact the applicant to set an appointment to execute the Lease Agreement and related documentation and also to establish a date of admission.

10 Once an admission date is established, the Long Term Care Admissions designee will notify the Director of Evergreen Court to coordinate the tenant's admission. The tenant must move into the apartment within 60 days of signing the Lease Agreement.

To whom it may concern:

I am writing to confirm your recent request for the removal of your name from the Evergreen Court waiting list.

If you have any questions or concerns with regards to this request, please feel free to contact me at (201) 848-5952.

Sincerely,

Ethel DeSee
Director of Evergreen Court

CHRISTIAN HEALTH CARE CENTER

SUBJECT: Evergreen Court Marketing	
Scope: Evergreen Court	***Responsible Staff:*** Marketing Department
DATE OF ORIGINAL POLICY: 9/95 **DATE OF POLICY REVIEW:** 2/03, 1/05, 8/06 **DATE OF REVISED POLICY:** 2/02 **APPROVED BY:** VP of Marketing	**Signed:** _____

POLICY:
It is the policy of the Christian Health Care Center to market and advertise the 24 affordable housing units in Evergreen Court in accordance with US Department of Housing and Urban Development regulations pertaining to affirmative marketing and fair housing advertising.

PROCEDURE:
1. Review the regulations prior to marketing and/or advertising the program.
2. Adhere to all specifications for marketing and advertising as it relates to use of words, phrases, symbols and visual aids.
3. Keep current of revisions to the regulations.
4. Contact the County of Bergen Community Development Office if there are questions pertaining to marketing and advertising.

DEFINITIONS:

REQUIRED FORMS:

TRAINING REQUIREMENTS:
Knowledge of the regulations on the advertising of Fair Housing units.

RELATED POLICIES / MANUALS FOR CROSS REFERENCE:
P&P: Evergreen Court – Leasing of Vacant Apartments (Affordable)

VOLUNTARY AGENCY RECOMMENDATIONS (ie..JCAHO Standards):

REGULATORY MANDATES:
1. US Department of Housing and Urban Development (HUD) Handbook. Implementing Affirmative Fair Housing Marketing Requirements. April 1993.
2. HUD Compliance Procedures for Affirmative Fair Housing Marketing, Part 108
3. HUD Fair Housing Advertising, Part 109
4. HUD Fair Housing Poster, Part 110

COUNTY OF BERGEN

CONTRACT

CONTRACT NUMBER HOME-CHCC-92 **TERM OF CONTRACT** 4/93-3/94

ACCOUNT NUMBER 092-057-674-23-48

CONTRACTOR Christian Health Care Center

PROGRAM Senior Citizen Housing/ Substantial Rehabilitation

Contract Pages 1 through 11 and Attachments A thru I,J,K 1/92

COUNTY OF BERGEN

Contract Number HOME-CHCC-92

CONTRACT SUMMARY SHEET

CONTRACTOR Information

Name: Christian Health Care Center

Address: 301 Sicomac Ave., Wyckoff NJ 07481

Chief Executive Officer: Robert Van Dyk, President/Chief Executive Officer

Chief Financial Officer: Douglas A. Struyk, Chief Financial Officer

Contact Person: Nancy Rosen Phone No.: 848-5836

Vendor I.D. No .: Federal Identification No.:

County Information

Department: Department of Planning and Economic Development

Division: Division of Community Development

Address: 21 Main Street, Court Plaza South, Room 204W
Hackensack, NJ 07601

Contact Person: Noreen Best Phone No.: 646-2559

Source of Funds

	Amount	Account Number	Account Title
State:			
Federal:			
County:			
Other:	$1,036,000	092-057-674-23-48	Senior Housing Project
Total:	$1,036,000		

Program Information

Program Name: Christian Health Care Center, Senior Citizen Housing

Site Address: 301 Sicomac Ave. Wykoff NJ 07481 Phone No.: 848-5836

Program Contact Person: Nancy Rosen Title: Director, Planning & Development

Purpose: Build senior housing

COUNTY OF BERGEN

Contract Number HOME-CHCC-92

SIGNATURE SHEET

The parties hereto acknowledge this Contract Number CD-HOME-CHCC-92, consisting of pages 1-11, consecutively, and attachments A thru H, J, K

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this contract as of 2/17/94

FOR CONTRACTOR USE ONLY:

ACCEPTED AND AGREED:

(Contractor/Organization)

By DOUGLAS A. STRUYK

Title II, VICE PRESIDENT - FINANCE / CFO

ATTEST: (Affix Seal)

Date 2/17/94

(Secretary to the Board/Governmental Clerk)

FOR COUNTY USE ONLY:

COUNTERSIGNED:

Division of Community Development

(Department, Division)

By Date 3/7/94

Title Joseph Rutch Director

By Date 3/21/94

William P. Schuber
County Executive

ATTEST: Date 3/21/94

MARY A. WAGNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 2, 1998

The aforementioned CONTRACT has been reviewed and approved as to form.

COUNSEL, COUNTY OF BERGEN

By: Date 3/2/94

COUNTY OF BERGEN

Contract Number HOME-CHCC-92

DEFINITIONS

For the purposes of this document, the following terms shall have meanings as stated:

1. **Contract** means this document, the Attachments(s) and any additional appendices (including any approved assignments, subcontracts or modifications) and all supporting documents.

2. **Contractor** means party entering into contract with the County of Bergen.

3. **County** means County of Bergen

4. **Notice** means an official written communication between the County of Bergen and the Contractor . All notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Attachment(s)or such other persons as either party may designate in writing.

5. **Termination** means an official cessation of this contract, resulting either from routine expiration or from action taken by the County of Bergen or the Contractor, in accordance with provisions contained in this contract, to nulify the contract prior to the terms.

COUNTY OF BERGEN

Contract Number HOME-CHCC-92

INDEX TO PROVISIONS
GENERAL PROVISIONS

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SUPPLEMENTARY PROVISIONS
ATTACHMENTS

"A" - Scope of Services

"B" - Approved Budget

"C" - Method of Payment and Reporting Requirements

"D" - Statement of Adequacy of Accounting System

"E" - Insurance

"F" - Program Income, Time of Performance & Contractor Requirements

"G" - Freeholder Authorizing Resolution

"H" - Contractor Authorizing Resolution ✓ Is ___ Is not required

"J" - General Terms and Conditions

COUNTY OF BERGEN

Contract Number HOME-CHCC-92

GENERAL PROVISIONS

THIS CONTRACT, entered into this 17 day of March ,1993 , by and between the County of Bergen, hereinafter referred to as the "COUNTY":, and

Name: Christian Health Care Center

Address: 301 Sicomac Avenue, Wyckoff NJ07481

hereinafter referred to as the "CONTRACTOR".

Witnesseth That:

1. Term of contract. This CONTRACT shall be effective as of the 17 day of March , 1993 , and shall terminate no later than the 1 day of April , 1993 .

2. Compliance with Existing Laws. The CONTRACTOR, in order to induce the County to award this contract, agrees to comply with all Federal, State, County and Municipal laws, rules, and regulations generally applicable to the activities in which the CONTRACTOR is engaged in the performance of the contract.

These laws, rules, and regulations include, but are not limited to the following:

Federal Office of Management and Budget (OMB) documents:

Circular A-102, Uniform Administrative Requirements for Grants in Aid to State and Local Governments

Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations

Circular A-128, Audits of State and Local Governments

Circular A-133, Audits of Institutions of Higher Education, and Other Non-profit Institutions

New Jersey State Office of Management and Budget documents:

Circular Letter 87-11, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments

State Grant Compliance Supplement

Local Public Contracts Law

Failure to comply with the laws, rules, and regulations shall be grounds for termination of the agreement.

3. Termination and Suspension. The following definitions shall apply for the purposes of this section:

I. Termination - The termination of this contract means the cancellation of assistance, in whole or in part, under this contract at any time prior to the date of completion.

II. Suspension - The suspension of a contract is an action by the County which temporarily suspends assistance under the contract pending corrective action by the CONTRACTOR or pending a decision to terminate the contract by the County.

III. Disallowed Costs - Disallowed costs are those charges which the County or its representatives determine to be beyond the scope of the purpose of this contract, excessive, or otherwise unallowable.

A. When the CONTRACTOR has failed to comply with contract stipulations, standards, or conditions, the County may suspend the contract and withhold further payments; prohibit the CONTRACTOR from incurring additional obligations of funds allocated hereunder pending corrective action by the CONTRACTOR; or decide to terminate the contract in accordance with paragraph B below.

B. The County may terminate the contract in whole, or in part whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. The County shall promptly notify the CONTRACTOR, in writing, of the determination and the reasons for the termination together with the effective date. Reasons may be one or more, but not limited to paragraphs (1) thru (8) listed below. Payments made to the CONTRACTOR or recoveries by the County under the contract terminated for cause shall be in accord with the legal rights and liability of the parties.

(1) Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the COUNTY who has directly participated in the negotiation or approval of this CONTRACT;

(2) Discovery of any pecuniary of personal interest by the CONTRACTOR, its employees, voluntary employees, its Officers, its Trustees, or its Directors in the Program, or in any contract emanating from the operation of this Program;

(3) Failure, for any reason of the CONTRACTOR to satisfy its obligations under this CONTRACT;

(4) Submission by the CONTRACTOR to the County, reports that are incorrect or incomplete in any material respect; if not amended within 10 Business Days;

(5) Any improper or inefficient use of funds, provided under the CONTRACT;

(6) Failure of the CONTRACTOR to permit The Bergen County Executive or His/Her Designee to make an inspection of the administrative or operational facilities of the Program;

(7) Conduct or acts of the CONTRACTOR and/or its staff which are detrimental to the objectives of this Program;

(8) Any violation of the New Jersey Conflict of Interest Law, N. J. S. A. 52:13D - 12 et seq.

C. The County and the CONTRACTOR may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination condition including the effective date and in case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

D. In the event the funds required by the parties from local, State and Federal sources are not obtained and continued at an aggregate level sufficient to allow for the provision of the indicated quantity of service, the obligation of each party hereunder shall thereupon be reduced, or in the case of a complete failure of funds, terminated, provided that any termination of this CONTRACT shall be without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

E. If the COUNTY determines to terminate this CONTRACT for any of the aforementioned reasons, it shall promptly notify the CONTRACTOR in writing of the determination and the reasons for the termination together with the effective date. Before termination, the COUNTY may, in its sole discretion, allow the CONTRACTOR the opportunity to correct any non-compliance under this CONTRACT by notifying the CONTRACTOR that said non- compliance may be corrected within a time period specified by the COUNTY and that failure to correct non-compliance shall result in termination of this CONTRACT.

F. Upon termination of this CONTRACT, the CONTRACTOR shall forthwith return all unexpended proceeds of the deferred loan to the COUNTY.

4. **Retention of Records.** The CONTRACTOR agrees to retain all records relevant to this CONTRACT for three years after final payment unless an audit is in progress or exceptions have not been resolved and State and County auditors and any other person duly authorized by the COUNTY shall have full access to and the right to examine any of the said documents during the three year period. Any claimed waiver of these rights or privileges must be documented in writing.

5. **Scope of Services.** The CONTRACTOR will be responsible for the administration of the Program and will utilize the Deferred Loan Funds to undertake the Program as described in Attachment "A", which is annexed hereto and made a part hereof.

Funds available under this CONTRACT will be applied toward the specific activities enumerated in Attachment "A".

6. **Compensation.** The COUNTY shall grant to the CONTRACTOR a sum not to exceed the total amount covered by this CONTRACT. The CONTRACTOR shall expend Program funds in accordance with the Approved Budget as set forth in Attachment "B", which is annexed hereto and made a part hereof. The CONTRACTOR is permitted, with the written approval of the County, to transfer funds of the approved Budget in an amount not to exceed $500.00 by and between Section I, Program Personnel and on Section II, Consultants.

Not Withstanding this provision, it is understood and agreed the CONTRACTOR may not expend or obligate any amount in excess of the Total Approved Budget.

7. **Method of Payment.** The COUNTY shall make payments under this CONTRACT upon the submission of a properly executed County of Bergen Direct Voucher, together with such other documentation as may be required. The manner and form of such submissions shall be in accordance with the procedures described in Attachment "C", which is annexed hereto and made a part hereof.

8. **Personal Property.** If Property, including but not limited to equipment and supplies, is purchased by the CONTRACTOR for less than $100.00 per item and is utilized for 3 consecutive years from the date of said aquisition for approved contract purposes, title to said property shall vest in the CONTRACTOR. If Property, including but not limited to equipment and supplies is purchased by the CONTRACTOR for less than $100.00 per item and is utilized for less than 3 years from the date of said acquisition for approved contract purpose, title to said property shall revert to the County at the sole discretion of the County. Property including but not limited to equipment and supplies costing more than $100.00 per item at the time of acquisition, shall be utilized and retained by the CONTRACTOR for approved contract purposes as long as said property is utilized for purposes consistent with the terms and purpose of this contract. If and when the CONTRACTOR fails to utilize property in accordance with the above, title and possession shall immediately revert to the County.

9. **Unexpended Fund Balances.** The CONTRACTOR may incur costs only during the period set forth in paragraph No.1 on page 6 of this CONTRACT. Expenditures made before or after these dates shall be disallowed. Any unexpended or unencumbered fund balance remaining shall be returned to the COUNTY within sixty (60) days from the termination of the contract. The COUNTY, at its discretion, may authorize the CONTRACTOR to use the unexpended deferred loan funds.

In no event shall the CONTRACTOR use unexpended deferred loan funds after the contract period without the express written approval of the COUNTY.

10. **Assignability.** The CONTRACTOR shall not subcontract any of the work or services by this CONTRACT, nor shall any interest in the CONTRACT be assigned or transferred, except as may be provided within the terms of this CONTRACT or the express written approval of the COUNTY.

11. **Acquisition of Real Property and Rehabilitation.** The following provisions and conditions are applicable to the expenditure of deferred loan monies in any amount for the acquisition of real property and rehabilitation.

A. The premises will not be sold at any time to any other corporation or individual without the express written approval of the County Executive. Any approved sale will be in accordance with applicable federal, state, and local laws and regulations in effect at the time of the sale. The County will be entitled to compensation from the sale in accordance with those regulations in an amount equal to the County's pro rata contribution to the fair market value of the property.

B. In the event that the premises cease to be used at any time for the purpose intended hereunder, the County will have the right to seek the return of a pro rata portion of its deferred loan monies in accordance with applicable federal regulations in force at that time. Any change in use of the facility must also be made in accordance with applicable federal regulations.

C. It is understood and agreed by the parties hereto, that the County reserves the right to record this contract.

12. **Insurance.** This CONTRACT shall not take effect and the CONTRACTOR shall not commence work under this CONTRACT until all insurance required hereunder and certificates of proof have been furnished to the COUNTY.

The CONTRACTOR shall idemnify and hold the County, its employees and agents, harmless from any and all loss, liability or damage of any kind whatsoever, including but not limited to reasonable attorneys' fees and court costs arising out of or in any manner occasioned by breach by CONTRACTOR, its agents, employees, servants or subcontractors, of any covenant, term and/or condition of this contract, or by the negligence, improper conduct, intentional acts or omission of the CONTRACTOR, its agents, employees, servants or subcontractors. The required amounts of insurance is set forth as follows in Attachment "E" which is annexed hereto and made a part hereof.

13. **Compliance.**

A. The CONTRACTOR, in order to induce the COUNTY to enter into this contract, agrees that it shall comply with all provisions of the authorizing appropriation, the act, and any requirements which the COUNTY may issue. It is further agreed that the CONTRACTOR shall seek its own source of funding in anticipation of the expiration of this contract. In no event shall this contract be construed as a commitment by the COUNTY to expend beyond the termination date set forth in paragraph 1 on page 6 of this contract.

B. All vehicles operated by the Program shall be in accordance with New Jersey Motor Vehicle Laws.

C. Narrative and statistical reports shall be provided as required in Attachment "C".

D. The CONTRACTOR agrees to maintain a comparison of outlays and budget amounts for each component of the Program, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs, among other requirements. The Contractor will designate a representative to be responsible for the administration of the Program and receive all communications from the County.

14. **Liability Statement.** The CONTRACTOR agrees to indemnify and hold the COUNTY harmless from any and all suits, claims and actions arising from or in the course of implementation of the Program including court costs and attorney's fees.

15. **Monitoring, Auditing, Reporting and Evaluation.**

A. The County shall monitor the management of the funds provided to the CONTRACTOR, in accordance with the requirements of Attachment "C".

B. The COUNTY and the CONTRACTOR agree that Representative(s) of the County shall have the right to make on-site visits to the premises where public services are being provided pursuant to this CONTRACT and to inspect or audit the CONTRACTOR'S financial records at any time, upon reasonable notice.

C. The CONTRACTOR shall, within ninty (90) days of the expiration of this CONTRACT, provide theCounty, Division of Treasury with a certified audit, in accordance with OMB Circular A-128 (Audits of State and Local Governments) or OMB Circular A-133 (Audits of Institutions of Higher Education and Other Non-profit Institutions) whichever is applicable. The audit shall also be in accordance with Government Auditing Standards by the Comptroller General of the United States (Yellow Book) and AICPA Standards. In addition, the County shall have the right to require additional schedules to the audit. The County shall also have the right to conduct its own external fiscal audit at any time after expiration or termination of this CONTRACT and the CONTRACTOR shall make its fiscal records available to the County for this purpose.

16. **Other Funds.** The CONTRACTOR shall not use funds provided under this CONTRACT to replace existing or committed financial support for the same Program, except as may be provided by this CONTRACT or with the express written approval of the COUNTY.

17. **Program Income.** Program Income, for the purposes of this Contract, means gross income that is received by a recipient or subrecipient and has been directly generated from the use of these funds allocated hereunder. For those program income-generating activities that are only partially assisted with these allocated funds, such income is prorated to reflect the actual percentage of all funds that were used. Program income, if any, shall be treated by the CONTRACTOR as stated in Attachment "F" which is annexed hereto and made a part hereof.

18. **Time of Performance.** The services of the CONTRACTOR shall commence and terminate, as stated in Attachment "F".

19. **CONTRACTOR Requirements.** The CONTRACTOR will direct all communications concerning this CONTRACT as stated in Attachment "F".

20. **Amendments.** The COUNTY and/or the CONTRACTOR may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this CONTRACT and signed by all parties.

21. **Program Cancellation.** It is understood that if this CONTRACT is financed by Federal and/or State funds and in the event the Federal and/or State government discontinues the program or cancels the payment of additional funds, the COUNTY reserves the right to cancel this CONTRACT effective immediately, and in such an event the COUNTY shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation, provided such monies are provided by the Federal and/or State government.

22. **Obligations of CONTRACTOR with Respect to Certain Third Party Relationships.** The CONTRACTOR shall remain fully obligated under the provisions of this CONTRACT notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the CONTRACTOR pursuant to this CONTRACT. Any party which is not the CONTRACTOR shall comply with all lawful requirements of the CONTRACTOR necessary to insure that the program for which assistance is being provided under this CONTRACT is carried out in accordance with the CONTRACTOR'S assurances and certifications to the COUNTY.

23. **Compliance with Equal Opportunity Requirements.** The CONTRACTOR shall incorporate the requirements of paragraph (A.) in all of its contracts for program work, except contracts governed by paragraph (B.) of this section, and will require all its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to Executive Order 11246 As Amended:

The CONTRACTOR agrees that if any activities under this CONTRACT are not subject to Executive Order 11246, as amended, then the CONTRACTOR shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, or national origin, handicap or familial status. The CONTRACTOR shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, handicap or familial status. Such actions, shall include, but are not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. In Regards to Contracts subject to Executive Order 11246. As Amended:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or familial status. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regards to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employment placed on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regards to race, color, religion, sex, national origin, handicap or familial status.

(3) The CONTRACTOR will send to each labor union or representative of workers with which he has as a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer, advising the said union or workers representative of the CONTRACTOR commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1964, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this CONTRACT, or with any of such rules, regulations or orders, this CONTRACT may be canceled, terminated or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further government Contracts or federally assisted construction Contract procedures authorized in Executive Order 11246 of September 24, 1964, or by rule, regulation or of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceeding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1964, so that such provisions will be binding upon each subcontractor or vendor. A copy of the contract or purchase order format used should be submitted to the COUNTY for its file. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation by the Department, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

24. **Affirmative Action.** The CONTRACTOR agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246.

COUNTY OF BERGEN

CONTRACT NUMBER HOME-CHCC-92

ATTACHMENT "A"

SCOPE OF SERVICES

CONTRACTOR: Christian Health Care Center (CHCC)

PROGRAM: CHCC Senior Housing Project

OBJECTIVES: CHCC intends to develop affordable housing units for senior citizens (over 62 yrs.old).. A 30,100 SF 3 story building will be renovated to provide 33 one-bedroom apartment units (24 affordable; 9 fair market value)and common areas (activity rooms, dining rooms, lounges, library, laundry room, storage, etc.). The building will be barrier free. With respect to the need identified in the CHAS for supportive services for the elderly, CHCC intends to investigate the feasibility of providing supportive health and social services with the goal of permitting frail residents to "age in place".

PRIMARY ACTIVITIES:

The grant monies will be used to substantially renovate an existing building. The renovation will include asbestos removal and gutting of the interior of the building.

RELATION TO OTHER PROGRAMS:

The proposed project represents a logical extension of the continuum of care presently offered to senior adults on our 80 acre campus. CHCC operates 250 long term care beds, 46 geropsychiatric beds, 40 residential health care beds and a senior day health care program.

PERSONNEL: ATTACH JOB DESCRIPTION(S):

N/A

BUDGET

"ATTACHMENT B"

PROGRAM: Christian Health Care Center Senior Housing Project

SUB-GRANTEE: Christian Health Care Center

	HOME	OTHER	TOTAL
1. Personnel			
2. Consultants/ Professional Fees	95,000		
3. Acquisition			
4. Equipment			
5. Supplies			
6. Travel			
7. Rent			
8. Construction Costs			
9. Other (describe)			
Substantial Rehab.	941,000		
10. Total	1,036,000	1,002,329	2,038,329

SOURCE OF FUNDS

HOME	$ 1,036,000
LOCAL	$
OTHER (describe)	
Mortgage	$ 1,002,329
	$
	$
TOTAL	$ 2,038,329

AUTHORIZED SIGNATORY OF VOUCHER

Name Douglas A. Struyk **Title** Chief Financial Off.

Name of Bank Citizens First National Bank

Address 54 East Ridgewood Ave.
Ridgewood , NJ

Account Number 09206841

ACTIVITY

- ☐ New Construction
- ☒ Substantial Rehabilitation
- ☐ Barrier - Free
- ☐ Acquisition

PROJECT SCHEDULE

Plans/Specs.	9 3
Acquisition	
Construction Start	9 4
Completion	9 5

Location: 301 Sicomac Ave.
Wyckoff, NJ 07481

Lot:49.03 Block: 443

Land Area: 2 acres

Building Area: 30,100 SF

Dwelling Units Total = 33
24 affordable; 9 FMV

COUNTY OF BERGEN

CONTRACT NUMBER HOME-CHCC-92

ATTACHMENT "C"

Method of Payment and Program Reporting Requirements

The CONTRACTOR shall be paid, upon execution of this CONTRACT and submission of properly executed Bergen County Direct Vouchers, a total sum not to exceed $ 1,036,000, on a basis listed below:

- ☐ Monthly Basis
- ☐ Quarterly Basis
- ☐ After completion of the contract period and submission of final report
- ☒ OTHER Certification of Work Completed
  Submission of Completed County Voucher

The CONTRACTOR shall submit completed reports as follows:

Financial Reports

- ☐ Monthly
- ☐ Quarterly
- ☐ Other (Specify_____)
- ☐ Not Applicable

Level of Service Reports

- ☐ Monthly
- ☐ Quarterly
- ☐ Other (Specify _____)
- ☐ Not Applicable

Narrative Reports

- ☐ Monthly
- ☐ Quarterly
- ☐ Other (Specify_____)
- ☐ Not Applicable

Other Reports (Specify Equal Opportunity Reports)

- ☐ Monthly
- ☒ Quarterly
- ☐ Other (Specify _____)
- ☐ Not Applicable

COUNTY OF BERGEN

ATTACHMENT "D" TO GRANT AGREEMENT # HOME-CHCC-92

CERTIFICATION OF THE FINANCIAL MANAGEMENT SYSTEM BY THE SUBGRANTEE

Gentlemen:

I hereby certify that the financial management system in use by Christian Health Care Center (the subgrantee), for the Project Known as Christian Health Care Center Senior Housing Project, shall be adequate to provide for the standards prescribed in the Office of Management and Budget, Circular A-110 Attachment F for Non-Profit Organizations, or 24 Code of Federal Regulations, Part 85.20 for Local Governments.

Date 8/20/93

Douglas A. Struyk
Name of CFO (type or print)

Signature of CFO

COUNTY OF BERGEN

CONTRACT NUMBER HOME-CHCC-92

ATTACHMENT "E"
INSURANCE

The Contractor shall assume all responsiblity for his/her actions and those of anyone else working for him/her while engaged in an activity in accordance with this Contract.

The Contractor shall carry sufficient insurance to protect him/her and the County from any property damange or bodily injury claims arising out of this Contract.

Evidence of insurance coverage shall be provided in the form of a certificate of insurance as detailed below:

A) Comprehensive General Liablilty insurance coverage, written on an occurrence basis, which should not be circumscribed by any endorsements limiting the breadth of the coverage. The policy shall include an endorsement for contractual liability and products liability. Limits of liability shall not be less than $1,000,000.00 per occurrence for bodily injury liability and $1,000,000.00 per occurrence for property damage.

B) Comprehensive General Automoblile Liability insurance coverage for owned, non-owned, and hired vehicles with a minimum limit of $1,000,000.00 per occurrence bodily injury liability and $1,000,000.00. per occurrence for property damage liability. It is the option of the County whether or not Automobile Liability insurance is required.
(Required _____ Not Required _____)

C) The Contractor shall have and maintain during the life of this contract Worker's Compensation insurance in accordance with the laws of the State of New Jersey and Employer Liability insurance.

D) Professional Liability insurance with a minimum limit of $1,000,000.00 per occurrence. It is the option of the County whether or not Professional Liability insurance is required.
(Required _____ Not Required _____)

E) The Contractor shall have and maintain during the life of this agreement a Fidelity Bond in an amount not less than the total amount of this contract.

F) All insurance coverage provided to the Contractor in accordance with this contract shall be by a Best rated A + insurance company, licensed to do business in the State of New Jersey.

G) All insurance policies maintained in accordance with Paragraphs A, B, and D of this section shall name the County as an additional named insured, as well as the Bergen County Board of Chosen Freeholders, and the Department of Planning & Economic Development

H) All policies and certificates of insurance maintained in accordance with this section shall provide for not less than 30-day written notice to the County of cancellation and/or modification of such policies.

B. Contractors which are non-profit organizations shall comply with the requirements and standards of OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" and the following requirements of OMB Circular A-110:

1. Attachment "B" "Bonding and Insurance"

2. Attachment "F" "Standard for Financial Management Systems

3. Attachment "H" Monitoring and Reporting Program Performance, paragraph 2

4. Attachment "O" "Procurement Standards"

4. PROJECT REQUIREMENTS

The Contractor shall be required to maintain compliance with 24 CFR Part 92 SUBPART "F" Project Requirement as applicable in accordance with the type of project assisted.

5. HOUSING QUALITY STANDARDS

The Contractor shall be required to maintain housing units assisted with HOME funds in compliance with applicable Housing Quality Standards and local housing code requirements for the term of affordability.

6. OTHER PROGRAM REQUIREMENTS

The Contractor shall be required to carry out each activity in compliance with all federal laws and regulations described in 24 CFR 92 SUBPART "H" "Other Federal Requirements", as follows, except that the contractor does not assume the County's responsibilities for environmental review at 92.352 or the intergovernmental review process at 92.359.

A. EQUAL OPPORTUNITY AND FAIR HOUSING

No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.

1. This contract is subject to the requirements of the FAIR HOUSING ACT and implementing regulations at 24 CFR 100; Executive Order 11063, as amended by Executive Order 12259 [3 CFR, 1958-63 COMP., p.652 and 3 CFR, 1980 comp., p.307] (Equal Opportunity Housing) and implementing regulations at 24 CFR 107; and Title VI of the Civil Rights Act of 1964 and implementing regulations at 24 CFR 1

2. The Contractor agrees to comply with prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and implementing regulations at 24 CFR 146

3. The Contractor agrees to comply with prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8

4. The Contractor agrees to comply with Executive Order 11246 (Equal Employment Opportunity) and implementing regulations at 41 CFR 60

5. The Contractor agrees that in planning and carrying out the project described in Section 1, he will comply with Section 3, of the Housing and Urban Development Act of 1968 that to the greatest extent feasible:

   a) opportunities for training and employment arising in connection with the HOME assisted project be given to low-income persons residing within Bergen County.

   b) contracts for work to be performed in connection with the HOME assisted project be awarded to business concerns which are located in or owned in substantial part by persons residing in Bergen County.

6. The Contractor agrees to make every effort to utilize minority and Women's Business Enterprises in connection with HOME funded projects, in accordance with the requirements of Executive Orders 11625 and 12432 Minority Business Enterprises and Executive Order 12138 Women's Business Enterprises

B. FAIR HOUSING

The Contractor agrees to affirmatively further fair housing by undertaking actions described in 24 CFR 570.904(c)

7. AFFIRMATIVE MARKETING

The Contractor must adopt affirmative marketing procedures and requirements for HOME assisted housing containing 5 or more housing units. Affirmative Marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area.

8. LABOR (APPLICABLE TO CONSTRUCTION OF AFFORDABLE HOUSING WITH 12 OR MORE UNITS ASSISTED WITH HOME FUNDS)

A. The Contractor agrees that all contractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with HUD requirements pertaining to such contracts, and the application requirements if the regulations of the Department of Labor, under 28 CFR, Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage-rates higher than these required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Contractor of its obligations subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of $10,000. 29 CFR 5a.3.

No award of the contract covered under this Section of the Contract shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to recieve an award of such contract.

B. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provision of Contract work hours and Safety Standards Act (40 U.S.C. 327 - 28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this contract.

C. WORKMEN'S COMPENSATION REQUIREMENTS

The Contractor shall provide Workmen's Compensation Insurance Coverage for all employees involved in the performance of this Contract.

9. CONFLICT OF INTEREST

The conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110 respectively apply to this Contract.

Any person who is the contractor and an employee, agent, consultant, or officer or elected or appointed official of Bergen County who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain financial interest or benefit from a HOME assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves of those with whom they have family or business ties during their tenure or for one year thereafter.

10. DEBARMENT AND SUSPENSION

The contractor is required under 24 CFR 24 to include the certification in appendix B of 24 CFR 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any proposal submitted in connection with lower tier transactions.

11. LEAD BASED PAINT

The Contractor agrees that any Construction, including rehabilitation, of residential structures with assistance provided under this contract, shall be subject to HUD Lead Based Paint regulations under the Lead Based Paint Poisoning Prevention Act at 24 CFR 35

12. FLOOD INSURANCE PROTECTION REQUIREMENTS

The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). No portion of the assistance provided under this Contract is approved for acquisition or construction purposes, as defined under Section 3(a) of said act for an area identified by the Secretary as having special flood hazards which is located in a community not than in compliance with the requirements for participation in the national flood insurance program pursuant to Section 01(d) of said Act; and the use of any assistance provided under this Contract for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any Contract or Agreement for the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et. seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required on such land is not itself funded with assistance provided under this Contract.

The Contractor acknowledges that certain property may be specifically excluded from coverage under the flood insurance policy it purchases. The contractor agrees that, in the event that property excluded from such coverage by the terms of its flood insurance policy and purchased with funds pursuant to this agreement is damaged or destroyed by or from a flood, the excluded property shall be replaced or repaired by the Contractor.

13. DISPLACEMENT, RELOCATION AND ACQUISITION

The Contractor agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR 24.

The Contractor must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of a project assisted with HOME funds, in accordance with the above referenced Act and regulations.

14. EXECUTIVE ORDER 12372

The Contractor agrees to cooperate with Bergen County with respect to the County obligation under Executive Order 12372 as amended by Executive Order 12416 and 3 CFR, 1983 Comp., p.186, Intergovernmental Review of Federal Programs.

15. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

When applicable, the Contractor agrees to comply with conditions prescribed in 24 CFR 92.257 for the use of HOME funds for religious organizations.

16. DISBURSEMENT OF FUNDS

The Contractor agrees not to request disbursement of funds from Bergen County under this contract until the funds are needed for payment of eligible costs. The amount of each drawdown request is limited to the amount needed.

17. REVERSION OF ASSETS

The Contractor agrees to transfer to Bergen County any HOME funds on hand at the time of the expiration of the Contract and any accounts receivable attributable to the use of HOME funds.

Attachment "K"
Records Maintenance

1. Records to be Maintained.

Each contractor must establish and maintain sufficient records to enable the County to determine whether the contractor has met all requirements of the U.S. Department of Housing and Urban Development. Records must be kept in a manner that identifies the source of funds for each project.

2. Project Records shall include:

(a) Records that demonstrate that each project meets the property standards in 92.251.

(b) Records that demonstrate that each rental housing project meets the requirements of 92.252 for the required period of affordability. Records must be kept for each family assisted.

(c) Records that demonstrate compliance with the requirements of 92.253 for tenant and participant protection.

(d) Records that demonstrate compliance with the requirements in 92.254 for affordable housing: homeownership, including the initial purchase price and appraised value (after rehabilitation, if required) of the property. Records must be kept for each family assisted.

(e) Records that indicate whether the project is mixed-income, mixed-use, or both in accordance with 92.255 or 92.256.

(f) Records evidencing the guidelines adopted by the participating jurisdiction and supporting the certification for each housing project that the combination of federal assistance to the project is not any more than is necessary to provide affordable housing, as required by 92.150(c)(1).

3. Other Federal Requirements:

(a) Equal opportunity and fair housing records containing:

A) Data on the extent to which each racial and ethnic group and single headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.

B) Documentation of actions undertaken to meet the requirements of 92.350, which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C.1701u).

C) Documentation and data on the steps taken to implement the jurisdiction's outreach programs to minority-owned and female-owned businesses including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or complete for contracts and sub-contracts as sources of supplies, equipment, construction and services.

(b) Records indicating the affirmative marketing procedures and requirements under 92.351.

(c) Records that demonstrate compliance with environmental review requirements in 92.352 (and part 58 of this title).

(d) Records which demonstrate compliance with the requirements in 92.353 regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying real property on the date described in 92.353(c)(2)(a)(A), moving into the property on or after the date described in 92.353(c)(2)(a)(A), and occupying the property upon completion of the project.

(e) Records demonstrating compliance with labor requirements in 92.354, including contract provisions and payroll records.

(f) Records concerning lead-based paint under 92.355.

(g) Records supporting requests for waivers of the conflict of interest prohibition in 92.356.

(h) Records of certifications concerning debarment and suspension required by 92.357 (and 24CFR part 24).

(i) Records demonstrating compliance with flood insurance requirements under 92.358.

(j) Records concerning intergovernmental review, as required by 92.359.

4) Access to Records:

The Contractor must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

The County, HUD and the Comptroller General of the United States, or any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the contractor, in order to make audits, examinations, excerpts, and transcripts.

5) Period of Record Retention:

Records must be retained for three years after closeout of the funds.

If any litigation, claim, negotiation, audit, or other action has been started before the expiration of the regular period specified in the preceding paragraph of this section, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

Records regarding project requirements (subpart F) and subpart H requirements that apply for the duration of the period of affordability (92.350, 92.351, and 92,358), as well as the written agreement and inspection and monitoring reports must be retained for three years after the required period of affordability specified in 92.252 or 92.254, as applicable.

Records covering displacements and acquisition must be retained for at least three years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 92.353.

COUNTY OF BERGEN

CONTRACT NUMBER HOME-CHCC-92

ATTACHMENT "F"

PROGRAM INCOME, TIME OF PERFORMANCE & CONTRACTOR REQUIREMENTS

I. Program Income. Shall be treated by the Contractor as:

A ☐ Added to funds committed to the project by the County and be used to further eligible program objectives; or

B ☐ Deducted from the total project costs for the purpose of determining the net costs on which the County payments shall be based.

C ☐ Remitted to the County on a ☐ Monthly Basis ☐ Quarterly Basis ☐ Upon Review of Final Expenditure Report

D ☒ Not Applicable

II. Time of Performance. The services of the Contractor shall commence on April, 1993 (Program start date) and shall terminate no later than March, 1994 (Completion-Date).

III. Contractor Requirements. The Contractor will direct all communications concerning this CONTRACT to: Joseph Rutch, Director, Department of Planning/Economic Development located at: 21 Main St. Room 202W, Hackensack NJ 07601, and will file all reports with the County Department of Community Development.

1993 J ATTACHMENT "G"

BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

COMMUNITY DEVELOPMENT BERGEN PROGRAM

Res. # 642

MEMBERS	AYE	NAY	NOT VOTING	ABSENT
Caliguire	✓			
Cassano	✓			
Chadwick	✓			
Kelly	✓			
Mola	✓			
Sheehan				✓
Van Dyke, Chrm.	✓			
TOTALS	6	—	—	1

MAR 19 3 59 PM '93

Date 3/17/93

Page # 1 of ___

Subject: AWARD OF DEFERRED LOANS FOR AFFORDABLE HOUSING - HOME PROGRAM

Purpose: AUTHORIZES THE EXECUTION OF CONTRACTS

Offered by: Chadwick

Seconded by: Cassano

Approved by: RJA/EER

Account No. 092-057-674-23-76

Contract No. ___

Dollar Amount: $2,171,060

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (Act) authorizes federal funds to expand the supply of decent affordable housing for very low, low and moderate income households, and

WHEREAS, the Act authorizes funding assistance through the HOME Investment Partnerships Act (HOME Program); and

WHEREAS, said projects have been reviewed by the Comprehensive Housing Affordability Strategy (CHAS) Committee; and

WHEREAS, the project sponsors have provided sufficient documentation as proof that their projects can began within six (6) months of award of HOME program funds; and

NOW, THEREFORE BE IT RESOLVED that upon the recommendation of the Director of Community Development that the County of Bergen be and is hereby authorized to execute the deferred loan agreements for the term of affordability, with the Subgrantees listed on the attached two (2) page for the amounts and purposes also listed, and that the County Executive be and is hereby authorized to execute said agreements in form to be approved by County Counsel; and be it further

RESOLVED, that the County Treasure shall certify the availability of funds in the amounts and accounts listed on the two (2) attached page and that the Clerk of the Board will attach said certificate to the original of this resolution; and be it further

RESOLVED, that upon the execution of and subject to the terms of the aforesaid agreements, the County Treasurer is authorized to issue checks to the subgrantees listed on the two (2) attached page upon receipt of duly approved vouchers.

1992 HOME AWARDS

PROJECT NAME: CHRISTIAN HEALTH CARE CENTER - SENIOR HOUSING PROJECT
WYCKOFF, NJ

APPLICANT: CHRISTIAN HEALTH CARE CENTER

DESCRIPTION OF PROJECT - CHRISTIAN HEALTH CARE CENTER PLANS TO DEVELOP AFFORDABLE HOUSING UNITS FOR SENIOR CITIZENS (OVER 62 YEARS OLD). THEY ARE PROPOSING TO RENOVATE A 30,000 S.F.,3 STORY BUILDING WHICH WILL PROVIDE 33 ONE-BEDROOM APARTMENT UNITS (24 AFFORDABLE AND 9 FAIR MARKET VALUE) AND COMMON AREAS (ACTIVITY ROOMS, DINING ROOMS, LOUNGES LIBRARY, LAUNDRY ROOM, STORAGE, ETC.). THE BUILDING WILL BE BARRIER FREE. EACH APARTMENT WILL HAVE A FULL KITCHEN UNIT AND A WHEEL CHAIR ACCESSIBLE BATHROOM. AN ELEVATOR IS PRESENT IN THE EXISTING BUILDING.

STATUS - CHRISTIAN HEALTH CARE CENTER IS PROPOSING MAJOR REHABILITATION OF A BUILDING THEY ALREADY OWN. THEIR FINANCING IS IN PLACE FROM VALLEY NATIONAL BANK. THEY HAVE INITIATED DISCUSSIONS WITH WYCKOFF FOR THE ZONE CHANGES NECESSARY. NO PROBLEMS ARE ANTICIPATED FROM WYCKOFF AS THIS PROJECT WILL ASSIST THEM IN MEETING THEIR COAH HOUSING QUOTAS. AS SOON AS THEY ARE AWARDED THE GRANT THEY WILL HIRE THEIR ARCHITECT AND START DEMOLITION. THEY APPEAR READY TO START THEIR PROJECT IMMEDIATELY.

FINANCE -TOTAL PROJECT COST:	$2,038,329
HOME FUNDS:	$1,036,000
CDBG FUNDS:	$ -0-
PRIVATE SOURCE FUNDS:	$1,002,329
TERM OF AFFORDABILITY	FIFTEEN (15) YEARS

PROJECT NAME: HASBROUCK HEIGHTS SENIOR HOUSING
HASBROUCK HEIGHTS, NJ

APPLICANT: HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY

DESCRIPTION - HASBROUCK HEIGHTS SENIOR RENTALS WILL BE DEVELOPED AND MANAGED BY THE HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY. THE PROJECT CONSISTS OF THE DEMOLITION OF FRANKLIN SCHOOL FOLLOWED BY THE CONSTRUCTION OF 32 NEW RENTAL UNITS. THIRTY ONE UNITS WILL BE FOR SENIOR CITIZENS OVER THE AGE OF 62 AND ONE APARTMENT WILL BE SET ASIDE FOR THE SUPERINTENDENT.

STATUS - THIS PROJECT IS READY TO GO. HASBROUCK HEIGHTS HAS SIGNED THE LEASE AGREEMENT FOR THE PREMISES WITH THE HDC FOR 50 YEARS WITH A 25 YEAR OPTION. THE ZONING IS IN PLACE. THE HDC HAS RECEIVED THEIR LOAN COMMITMENT FROM CITIZENS FIRST, GLEN ROCK FOR $721,000.

Christian Health Care Center

ESTABLISHED 1911

ATTACHMENT "H"

BOARD RESOLUTION

BE IT RESOLVED, that the Board of Trustees of the Christian Health Care Center wishes to enter into a contract with the County of Bergen for the purpose of using $1,036,000 in 1992 HOME Investment in Partnership Funds for the Christian Health Care Center Senior Housing Project at 301 Sicomac Avenue Wyckoff, NJ; and

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes Robert Van Dyk or Douglas A. Struyk be a signator to the aforesaid contract; and

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes Robert Van Dyk or Douglas A. Struyk to sign all County vouchers submitted in connection with the aforesaid project; and

BE IT FURTHER RESOLVED, that the Board of Trustees recognizes that the Christian Health Care Center is liable for any funds not spent in accordance with the contract and that the liability of Board Members is in accordance with N.J.S.A.2A:53A-7 et. seq.

This resolution was adopted by the Board of Trustees of the Christian Health Care Center at a meeting on March 25, 1993.

BY: _____
Chairman

ATTEST: _____
Secretary

ATTACHMENT "J"
GENERAL TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Contractor agrees to comply with all federal regulations governing the financial assistance under which this contract is made available as they apply as of the date of the contract, and as such regulations may be amended by the Federal government or agencies, except that:

A. The Contractor does not assume the County's environmental responsibility described in CFR 92.352 but agrees to cooperate with the County in meeting them; and

B. The County retains the responsibility for initiating the review process under Executive Order 12372.

2. AFFORDABILITY

The Contractor is required to meet the affordability requirements of CFR 92.252 or 92.254 as applicable when undertaking HOME assisted projects.

The Contractor is required to make immediate repayment of HOME funds to the COUNTY if the assisted housing fails to meet affordability requirements for the term of affordability.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Contractors which are governmental entities, including public agencies, shall comply with the requirements and standards of OMB Circular No. A-87 and the following requirements of 24 CFR 85.

1. 85.6 "Additions and Exceptions"
2. 85.12 "Special grant of Subgrant Conditions for " highrisk" grantees
3. 85.20 "Standards for Financial Management Systems"
4. 85.22 "Allowable Costs"
5. 85.26 "Non-Federal Audit"
6. 85.35 "Subawards to debarred and suspended parties"
7. 85.36 "Procurement"
8. 85.44 "Termination for Convenience"
9. 85.51 "Later disallowances and adjustments"
10. 85.52 "Collection of Amounts Due"

Prepared by_____
Adele S. Rebell, Esq.

MORTGAGE

This is a real property mortgage given on February 17, 1994 by BORROWERS:

Christian Health Care Center

To LENDERS:

County of Bergen

to secure the sum of $1,036,000 pursuant to a contract entered into between the Christian Health Care Center and the County of Bergen dated February 17, 1994, which provides for issuance of a grant, the requirements of which are secured by this Mortgage and covering property described below.

EXPLANATION OF WORDS USED IN THIS DOCUMENT

(A) Mortgage - This document will be called the Mortgage.
(B) Borrower - This word refers to the Christian Health Care Center.
(C) Lender - This word refers to the County of Bergen.
(D) Note - This refers to a separate document signed this day by which the Christian Health Care Center acknowledged that it had borrowed $1,036,000 from the County of Bergen.

GIVING OF MORTGAGE AND ITS EFFECT

On this date, because the Lender loaned the money for which Borrower gave the Note, the Borrower mortgages to the Lender the Property described below. By this the Borrower understands the following:

(A) Borrower gives the rights in the property which the law gives to holders of mortgages.
(B) Borrower agrees to keep all the promises which Borrower makes in the Note and in this Mortgage.

If Borrower fails to keep the promises made in the Note and in this Mortgage, then Borrower can foreclose this Mortgage. The proceeds of the sale may be applied to pay the cost and expenses of the foreclosure action, as well as to pay any money Borrower owes under the Note and this Mortgage.

PROPERTY UNDER MORTGAGE

The property being mortgaged is a part of that certain parcel of land, located and being in the Township of Wyckoff, County of Bergen, State of New Jersey,

Also known as Building No. 3 of the Christian Health Care Center, 301 Sicomac Avenue, Wyckoff, NJ, which is a part of Block 44.3 - Lot 49:03 on the Tax Map of the Township of Wyckoff.

BEING more particularly described in annexed legal description.

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

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

Borrower gives Lender the right to any money which may be necessary to repay the amount Borrower owes Lender, if any government agency or anyone else authorized by law takes the property or any part of it, which proceeds are included in the property under this Mortgage.

TERMS --- Forgivable: No monthly payments, gradual forgiveness over a fifteen year period of time.

No interest will be charged on this loan. There will be no regular monthly payments of principal. The full amount of principal will be due and payable if the property securing this note, or any interest in the property, is sold or transferred and no longer used as affordable housing for senior citizens. If the property is no longer used as affordable housing for senior citizens prior to , the principal, less any portion that has been forgiven, is due within 30 days of such change of use. Borrower must notify Lender of any change in status within ten (10) days.

Borrower is to utilize this loan and the property covered by this Mortgage in accordance with applicable HOME program regulations under the HOME Investment Partnership Act of 1990 as amended.

Borrower is to follow the terms and conditions of Contract No.CD-HOME-CHCC-92 executed on February 17, 1994 between the Christian Health Care Center and the County of Bergen.

For purposes of computing the amount repayable by Borrower to Lender, if the Borrower is in default, each year on February 17, six and two-thirds percent (6 2/3 %) of the original principal amount of $1,036,000 shall be forgiven and the principal amount then owed shall be reduced by sixty-nine thousand sixty-six dollars and sixty-seven cents ($69,066.67) commencing on February 17,1995 and ending on February 17, 2009.

DEFAULT AND FORECLOSURE

Borrower is in default if any promises or terms under this Mortgage or Note are broken. Borrower is in default if any promises given to the holder of the first mortgage are broken, if breaking those promises significantly impairs or jeopardizes any interest in the property of this Lender. Borrower is also in default if the property is sold or transferred without the permission of this Lender.

If Borrower is in default, this Lender may foreclose on the property after giving any notice required by law. If property is to be foreclosed, Borrower agrees to pay reasonable expenses in preparing the property for resale and any other costs allowed by law.

BORROWER'S PROMISES

A) Promise to Pay Note
Borrower promises to pay Lender, or anyone Lender names, all the amounts specified in the Note. All of the promises, obligations and conditions of the Note are incorporated into this Mortgage.

B) Insurance.
Borrower will keep the property insured under terms acceptable to Lender. The amount of coverage will be at least equal to all the debts on the property unless that amount exceeds the replacement cost of the buildings and appurtances and will be at Borrower's expense and for this Lender's benefit. The insurance policy will contain a standard mortgagee clause to protect this Lender and Lender will be named as a loss payee or insured on the insurance policy. Specifically, the County of Bergen shall be entitled to such a portion of the insurance proceeds to satisfy any balance under the provision of the Note, which this Mortgage is securing. A duplicate of the insurance policy must be given to the Lender. The insurance policy must contain a ten-day notice of cancellation by the insurance company to this Lender.

If all or part of the property is in a Special Flood Hazard Area, Borrower will obtain Flood Insurance on the property and provide duplicate to Lender. Borrower will insure the property for at least an amount equal to the outstanding balance of the Note, and shall name the County of Bergen as an insured for an amount equivalent to, and to the extent of, the outstanding balance of the Note. The County of Bergen shall be entitled to such a portion of the insurance proceeds to satisfy any balance of principal to the County of Bergen under the provisions of the Note which this Mortgage is securing.

C) Transfer.
If Borrower sells, gives away or otherwise transfers Lender's rights in the property without Lender's consent and the property is no longer used as affordable housing for senior citizens, all sums due under the Note become immediately due and payable at the Lender's option, except as prohibited by Federal law.

D) Change in Use.
If property ceases to be used as affordable housing for senior citizens, the principal is due within 30 days of such change of use. Borrower must provide Lender with written notice of any change in use, within ten (10) days.

E) Preserving Property.
Borrower will keep the property in good repair. Borrower will not damage, destroy or substantially change the property. This is a material provision of this Mortgage; Borrower understands that the County of Bergen considers this provision of utmost importance. Borrower will not allow the property to deteriorate.

F) Right to Inspect the Property.
During the period this Mortgage is in effect, Lender has the right to enter and inspect the property and the buildings thereon, upon reasonable notice at any reasonable time.

G) Violations Affecting Property.
If Borrower receives notice from Lender or any governmental body that the property, or the use, occupation or maintenance of that property, violates any law or governmental regulation, then Borrower agrees to correct such violation within ninety (90) days.

H) Payments
Borrower will pay when due all taxes, if any, assessments, insurance premiums, costs to protect the value of the property, maintenance and other payments which Borrower is to make under this agreement. If Borrower does not make payments, Lender may pay the charges, although Lender is not obligated to do so. If Lender does pay them, Borrower will repay promptly at Lender's request with interest at the rate specified in the Note, and such sum shall be added to the amount Borrower owes. The rights of the Lender under this paragraph are subject to the rights of the holder of the first Mortgage.

OWNERSHIP

Borrower represents and warrants that Borrower owns the property covered by this Mortgage. This Mortgage is subordinate only to a first mortgage given to New Jersey Health Care Facilities Financing Authority in the sum of $16,810,000.00.

ACKNOWLEDGEMENT OF COPY

Borrower acknowledges receipt of a true copy of this Mortgage without charge.

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

Borrower agrees to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

ATTEST

Christian Health Care Center
Borrower

By: _____

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

I CERTIFY that on FEB 17 ,1994, Douglas STRUYK personally came before me and acknowledged under oath, to my satisfaction, that each person:

(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his act and deed

_____
Attorney at Law of New Jersey
DARRYL W. SISS

MORTGAGE NOTE

This Mortgage Note is made on February 17, 1994

BETWEEN the Borrower: Christian Health Care Center, whose property is located at 301 Sicomac Ave, Wyckoff, New Jersey 07481.

AND the Lender: County of Bergen, whose address is Community Development, 21 Main Street, Court Plaza South, Room 202 W, Hackensack, NJ 07601.

1. BORROWER'S PROMISE TO PAY

In return for a loan that Borrower has received, Borrower promises to pay U.S. $1,036,000, called the "principal", plus interest if and as set forth in paragraph 3, to the order of Lender, who is the County of Bergen. The Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and is to receive payments under this Note is called the "Note Holder".

2. MORTGAGE TO SECURE PAYMENT

The Lender has been given a Mortgage dated , 1994 to protect the Lender if the promises made in this Note are not kept. Borrower agrees to keep all promises made in the Mortgage covering property Borrower owns, known as Building 3, on the grounds of the Christian Health Care Center, 301 Sicomac Avenue, Wyckoff, in the County of Bergen, and the State of New Jersey. All of the terms of the Mortgage are made a part of this Note.

3. TERMS - Forgivable: No monthly payments, gradual forgiveness over time.

No interest will be charged on this loan. There will be no regular monthly payments of principal. The full amount of principal will be due and payable if the property securing this Note, or any interest in the property, is sold or transferred or no longer used as affordable housing for senior citizens prior to February 17, 2009. If the property is no longer used for affordable housing for senior citizens prior to February 17, 2009 the principal, less any portion that has been forgiven, is due within thirty (30) days of such change of use. Borrower must notify Lender of any change in status within ten (10) days.

Each year on the first of February , six and two thirds percent (6 2/3%) of the principal amount of $1,036,000. shall be forgiven and the principal owed shall be reduced by sixty nine thousand sixty six dollars and sixty seven cents ($69,066.67) commencing on February 17, ~~1994~~ 1995 and ending on February 17, 2009.

DS

4. BORROWER - agrees with the Lender or other holder hereof:

a. To pay all taxes, assessments, water rents and other governmental charges levied or assessed against the mortgaged property within thirty (30) days after the same shall have become due and payable.

b. To keep the building and other structures, including fixtures, on the mortgaged property in good and substantial repair and to make such other repairs as may be required by the holder thereof within thirty (30) days from written notice.

c. Borrower further agrees that, should thirty (30) days default be made in the payment of any such tax, assessments, water rents or governmental charge, or should any default be made in the obligation to keep the mortgaged property in satisfactory repair and condition, then the holder hereof may pay any such tax, assessment, water rents, governmental charge, or the cost to place the mortgaged property in satisfactory repair and condition, and the amount so paid shall be added to the amount owing hereunder and shall be due and payable on demand, with interest at 6% per year. The holder's rights hereunder are subject to any prior rights of the holder of the first mortgage.

5. DEFAULT

If any of the following shall occur within fifteen (15) years from the date hereof, Lender may declare Borrower in default under this Note and the Mortgage:

a. Any change in the ownership of the mortgaged property;

b. If the mortgaged property ceases to be used for affordable housing for senior citizens;

c. The appointment of a receiver of the property, or the rights, credits, assets of Borrower(s), or;

d. The filing of a petition by or against Borrower(s) for relief under any bankruptcy or insolvency law;

e. An assignment by Borrower(s) of assets for the benefit of creditors, or;

f. Any default in any of the promises, obligations and conditions of this Note or Mortgage securing this Note, or in the obligations, promises and conditions of any prior mortgage.

Upon default, Borrower must immediately pay the full amount of all unforgiven principal, other amounts due on the Mortgage and this Note, the Lender's cost of collection and reasonable professional fees. The Lender does not give up its right to declare a default due to any previous delay of failure to declare a default.

6. BORROWERS OBLIGATIONS

a. Prior to the day of any sale, exchange, transfer or other conveyance of the mortgaged property, Borrower shall provide the Lender with writtem notice of the same.

b. Within ten (10) days of the failure to use the property for affordable housing for senior citizens, Borrower shall provide Lender with written notice that the property is no longer being used under the terms of this Note and the Mortgage.

c. Borrower agrees, during the term hereof, to promptly comply with all informational requests which Borrower may receive from Lender, including the completion and execution of Certifications, Affidavits and Authorizations, and providing such documents as Lender may require.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it certified mail, return receipt required, to Borrower at the property address above or at a different address if Borrower gives the Note Holder a notice of a different address.

Any notice that must be given to Lender under this Note will be given by certified mail, return receipt required, to the Lender at the address stated above or at a different address if Borrower is given a notice of that different address.

8. MISREPRESENTATIONS

If the Lender finds that Borrower failed to disclose a material fact or made a material misrepresentation to Lender, either before or after the date hereof, the Lender may declare all or any part of the loan to be immediately due and payable.

9. FORGIVABLE NOTE

Upon the expiration of fifteen (15) years from the date hereof, provided that Borrower shall then and at all times hereinafter have been in compliance with the terms, promises and obligations of this Note and Mortgage, the obligation to repay the loan secured hereby shall cease and the loan shall be deemed to have constituted a grant from Lender to Borrower.

10. WAIVERS

Borrower gives up the right that the Lender do the following: (a) to demand payment (called "presentment"); (b) to notify Borrower of non-payment (called "notice of dishonor"); and (c) to obtain an official certified statement showing non-payment (called a "protest").

11. EACH BORROWER LIABLE

The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.

12. APPLICABLE LAW

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

13. NO ORAL CHANGES

This Note can only be changed by an agreement in writing signed by both the Borrower and the Lender.

14. SIGNATURES

Borrower agrees to the terms of this Note. If the Borrower is a Corporation, its proper corporate officers sign and its corporate seal is affixed.

ATTEST:

CHRISTIAN HEALTH CARE CENTER

COUNTY OF BERGEN

CONTRACT NUMBER HOME-CHCC-92

ATTACHMENT "F"

PROGRAM INCOME, TIME OF PERFORMANCE & CONTRACTOR REQUIREMENTS

I. Program Income. Shall be treated by the Contractor as:

A ☐ Added to funds committed to the project by the County and be used to further eligible program objectives; or

B ☐ Deducted from the total project costs for the purpose of determining the net costs on which the County payments shall be based.

C ☐ Remitted to the County on a ☐ Monthly Basis ☐ Quarterly Basis ☐ Upon Review of Final Expenditure Report

D ☒ Not Applicable

II. Time of Performance. The services of the Contractor shall commence on April, 1993 (Program start date) and shall terminate no later than March, 1994 (Completion-Date).

III. Contractor Requirements. The Contractor will direct all communications concerning this CONTRACT to: Joseph Rutch, Director, Department of Planning/Economic Development located at: 21 Main St. Room 202W, Hackensack NJ 07601, and will file all reports with the County Department of Community Development.

1993 / ATTACHMENT "G"

BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

Res. # 64

MEMBERS	AYE	NAY	NOT VOTING	ABSENT
Caliguire	✓			
Cassano	✓			
Chadwick	✓			
Kelly	✓			
Mola	✓			
Sheehan				✓
Van Dyke, Chrm.	✓			
TOTALS	6	—	—	1

Offered by: Chadwick

Seconded by: Cassano

Approved by: RIA/EER

MAR 19 3 59 PM '93

Date 3/17/93

Page # 1 of —

Subject: AWARD OF DEFERRED LOANS FOR AFFORDABLE HOUSING - HOME PROGRAM

Purpose: AUTHORIZES THE EXECUTION OF CONTRACTS

Account No. 092-057-674-23-76

Contract No. —

Dollar Amount: $2,171,060

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (Act) authorizes federal funds to expand the supply of decent affordable housing for very low, low and moderate income households, and

WHEREAS, the Act authorizes funding assistance through the HOME Investment Partnerships Act (HOME Program); and

WHEREAS, said projects have been reviewed by the Comprehensive Housing Affordability Strategy (CHAS) Committee; and

WHEREAS, the project sponsors have provided sufficient documentation as proof that their projects can began within six (6) months of award of HOME program funds; and

NOW, THEREFORE BE IT RESOLVED that upon the recommendation of the Director of Community Development that the County of Bergen be and is hereby authorized to execute the deferred loan agreements for the term of affordability, with the Subgrantees listed on the attached two (2) page for the amounts and purposes also listed, and that the County Executive be and is hereby authorized to execute said agreements in form to be approved by County Counsel; and be it further

RESOLVED, that the County Treasure shall certify the availability of funds in the amounts and accounts listed on the two (2) attached page and that the Clerk of the Board will attach said certificate to the original of this resolution; and be it further

RESOLVED, that upon the execution of and subject to the terms of the aforesaid agreements, the County Treasurer is authorized to issue checks to the subgrantees listed on the two (2) attached page upon receipt of duly approved vouchers.

1992 HOME AWARDS

PROJECT NAME: CHRISTIAN HEALTH CARE CENTER - SENIOR HOUSING PROJECT
WYCKOFF, NJ

APPLICANT: CHRISTIAN HEALTH CARE CENTER

DESCRIPTION OF PROJECT - CHRISTIAN HEALTH CARE CENTER PLANS TO DEVELOP AFFORDABLE HOUSING UNITS FOR SENIOR CITIZENS (OVER 62 YEARS OLD). THEY ARE PROPOSING TO RENOVATE A 30,000 S.F.,3 STORY BUILDING WHICH WILL PROVIDE 33 ONE-BEDROOM APARTMENT UNITS (24 AFFORDABLE AND 9 FAIR MARKET VALUE) AND COMMON AREAS (ACTIVITY ROOMS, DINING ROOMS, LOUNGES LIBRARY, LAUNDRY ROOM, STORAGE, ETC.). THE BUILDING WILL BE BARRIER FREE. EACH APARTMENT WILL HAVE A FULL KITCHEN UNIT AND A WHEEL CHAIR ACCESSIBLE BATHROOM. AN ELEVATOR IS PRESENT IN THE EXISTING BUILDING.

STATUS - CHRISTIAN HEALTH CARE CENTER IS PROPOSING MAJOR REHABILITATION OF A BUILDING THEY ALREADY OWN. THEIR FINANCING IS IN PLACE FROM VALLEY NATIONAL BANK. THEY HAVE INITIATED DISCUSSIONS WITH WYCKOFF FOR THE ZONE CHANGES NECESSARY. NO PROBLEMS ARE ANTICIPATED FROM WYCKOFF AS THIS PROJECT WILL ASSIST THEM IN MEETING THEIR COAH HOUSING QUOTAS. AS SOON AS THEY ARE AWARDED THE GRANT THEY WILL HIRE THEIR ARCHITECT AND START DEMOLITION. THEY APPEAR READY TO START THEIR PROJECT IMMEDIATELY.

FINANCE -TOTAL PROJECT COST:	$2,038,329
HOME FUNDS:	$1,036,000
CDBG FUNDS:	$ -0-
PRIVATE SOURCE FUNDS:	$1,002,329
TERM OF AFFORDABILITY	FIFTEEN (15) YEARS

PROJECT NAME: HASBROUCK HEIGHTS SENIOR HOUSING
HASBROUCK HEIGHTS, NJ

APPLICANT: HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY

DESCRIPTION - HASBROUCK HEIGHTS SENIOR RENTALS WILL BE DEVELOPED AND MANAGED BY THE HOUSING DEVELOPMENT CORPORATION OF BERGEN COUNTY. THE PROJECT CONSISTS OF THE DEMOLITION OF FRANKLIN SCHOOL FOLLOWED BY THE CONSTRUCTION OF 32 NEW RENTAL UNITS. THIRTY ONE UNITS WILL BE FOR SENIOR CITIZENS OVER THE AGE OF 62 AND ONE APARTMENT WILL BE SET ASIDE FOR THE SUPERINTENDENT.

STATUS - THIS PROJECT IS READY TO GO. HASBROUCK HEIGHTS HAS SIGNED THE LEASE AGREEMENT FOR THE PREMISES WITH THE HDC FOR 50 YEARS WITH A 25 YEAR OPTION. THE ZONING IS IN PLACE. THE HDC HAS RECEIVED THEIR LOAN COMMITMENT FROM CITIZENS FIRST, GLEN ROCK FOR $721,000.

Christian Health Care Center

ESTABLISHED 1911

ATTACHMENT "H"

BOARD RESOLUTION

BE IT RESOLVED, that the Board of Trustees of the Christian Health Care Center wishes to enter into a contract with the County of Bergen for the purpose of using $1,036,000 in 1992 HOME Investment in Partnership Funds for the Christian Health Care Center Senior Housing Project at 301 Sicomac Avenue Wyckoff, NJ; and

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes Robert Van Dyk or Douglas A. Struyk be a signator to the aforesaid contract; and

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes Robert Van Dyk or Douglas A. Struyk to sign all County vouchers submitted in connection with the aforesaid project; and

BE IT FURTHER RESOLVED, that the Board of Trustees recognizes that the Christian Health Care Center is liable for any funds not spent in accordance with the contract and that the liability of Board Members is in accordance with N.J.S.A.2A:53A-7 et. seq.

This resolution was adopted by the Board of Trustees of the Christian Health Care Center at a meeting on March 25, 1993.

BY: _____
Chairman

ATTEST: _____
Secretary

LONGVIEW ASSISTED LIVING

Council on Affordable Housing (COAH)
Assisted Living Residence Survey

Municipality: WYCKOFF County: BERGEN

Sponsor: CHRISTIAN HEALTH CARE CENTER Developer/ Owner: _____

Block: 443 Lot: 49.03 Street Address: 301 SICOMAC AVENUE

Facility Name: LONGVIEW – ASSISTED LIVING

Type of Facility:

☒ Assisted Living Residences

☐ Comprehensive Personal Care Home[1]

Complete for separate apartments:

# of apartments in the facility: _____

# of affordable apartments in the facility: _____

Affordable Studios: _____

Affordable 1 BR Units: _____

2 Affordable BR Units: _____

Will two-bedroom units be occupied by unrelated individuals? ___ Yes ___ No

Complete for separate bedrooms:

# of bedrooms in the facility: 95

# of affordable bedrooms in the facility: 12

# of beds in the affordable rooms: 1 ea. room

☒ CO Date: 10/15/99

Licensed by State Department of Health and Senior Services (DHSS): x Yes ___ No

☐ Initial License Date: 10/25/99

☐ Current License Date: 12/01/06

☐ Date units to become affordable: __/__/__

State of New Jersey Capital funding? ___ Yes x No

Facility Medicaid approved? x Yes ___ No

# of individuals receiving Medicaid Waivers: 10

Is the facility accessible (in accordance with NJ Barrier Free Subcode)? x Yes ___ No

Are upfront fees charged to residents of affordable units? ___ Yes x No

Select One:

100%

~~☐ 50%~~ of affordable units/beds designated for low-income households OR

☐ All units designated for households at 60% of median income

Affordability Controls on Facility? ___ Yes x No

Length of Controls: _____ years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

Affirmative Marketing Strategy (check all that apply):

N/A

☐ Affirmative Marketing Strategy: DHSS Medicaid Waiver List

☐ Other (please specify): _____

The following verification is attached:

☐ Memorandum of Understanding between municipality and HMFA

Date Executed: __/__/__

☐ Copy of Recorded Deed Restriction on Facility

CERTIFICATIONS

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

Certified by: _____ 3/31/07
Owner Date

Certified by: _____ _____
Municipal Housing Liaison Date

[1] Comprehensive Personal Care Homes are Class "C" Boarding Homes and Residential Health Care Facilities that were built before December 20, 1993 when the Assisted Living Regulations were adopted and chose to convert to licensing under assisted living regulations (Subchapter 17 of Chapter N.J.A.C. 8:36, the Assisted Living Standards for Licensure).

NEW JERSEY HEALTH CARE
FACILITIES FINANCING AUTHORITY

MAILING ADDRESS:
CN 366
TRENTON, NJ 08625-0366
TELEPHONE: (609) 292-8585 FAX: (609) 633-7778

OVERNIGHT DELIVERIES ONLY:
STATION PLAZA, BLDG. 4
22 SOUTH CLINTON AVENUE
TRENTON, NJ 08609-1212

May 27, 1997

Mr. Douglas A. Struyk
President/Chief Executive Officer
Christian Health Care Center
301 Sicomac Avenue
Wyckoff, New Jersey 07481

Dear Mr. ~~Struyk~~ Doug:

Thank you for returning our Memorandum of Understanding. An executed copy of this Memorandum is enclosed for your records.

The Authority and its staff look forward to working with Christian Health Care Center to bring its financing to a successful conclusion. It is our hope that the process will prove to be a positive experience for both you and your staff.

Lou George will be the primary contact person at the Authority throughout the financing process. Wanda Lewis will continue as Account Administrator, servicing the loan throughout its terms.

If you have any questions regarding the financing process or if there is any way that we can be of further assistance to you, please do not hesitate to call Lou or me at the above-referenced phone number.

Sincerely,

Edie Behr

Edith F. Behr
Executive Director

Enclosure

EFB/mae

MEMORANDUM OF UNDERSTANDING

BETWEEN

NEW JERSEY HEALTH CARE FACILITIES FINANCING AUTHORITY

AND

CHRISTIAN HEALTH CARE CENTER

In recognition of their relationship and until such time as this Memorandum may be superceded, the New Jersey Health Care Facilities Financing Authority (the "Authority") and Christian Health Care Center (the "Institution"), do hereby mutually covenant and agree as follows:

(1) That the Institution is applying to the Authority for possible assistance in the form of financing through Bonds or Notes of the Authority to be sold for the benefit of the Institution;

(2) That the Institution has complied with and will maintain compliance with the Health Care Facilities Planning Act, (N.J.S.A. 26:2H-1 et seq.) and the New Jersey Health Care Facilities Financing Authority Act, (N.J.S.A. 26:2I-1 et seq.);

(3) That the Institution shall remit to the Authority a non-refundable application fee equal to 1/2 (one-half) of the estimated annual fee concurrently with this agreement; provided that this sum shall be credited against the annual fee if a transaction is completed or forfeited to the Authority in the event that no closing takes place;

(4) That the Institution shall provide a financial feasibility study if one is required by the Authority's policy related to financial feasibility studies, as stipulated in the Authority Resolution enclosed as Exhibit A. If required, such feasibility study shall be submitted to the Authority prior to any Authority action related to the sale of Bonds or Notes. The cost of such study shall be borne by the Institution;

(5) That the Institution shall be responsible for any costs, fees or other expenses incurred directly by the Institution as well as any costs, fees or other expenses incurred by the Authority relating to the Institution. Such expenses may include but not be limited to legal fees, including Authority bond counsel, costs of printing of certain documents which relate specifically to the Institution, and fees incurred to obtain ratings for the Bonds or Notes to be sold for the benefit of the Institution;

(6) That the Institution may be reimbursed by the Authority for certain of such expenses, if the Authority and the Institution shall so agree, in writing, but any such reimbursement may be made only from monies of the Authority received as proceeds from the issuance of Bonds or Notes of the Authority sold for the benefit of the Institution;

(7) The method by which bonds will be sold and the firms which will provide investment banking/financial advisory/placement agent/co-manager or other services will be selected in accordance with Authority policies and procedures established to implement Executive Order No. 26, a copy of which is enclosed as Exhibit B.

(8) That, unless otherwise mutually agreed upon, all fees or expenses for services provided by financial advisors, underwriters or investment bankers, shall be the liability of the Institution, provided, however, that such costs may be payable by the Authority from the proceeds of any Bonds or Notes of the Authority sold for the benefit of the Institution. It is expected that no payment for services of this type shall be required unless the transaction shall close;

(9) That nothing contained herein shall be construed as an agreement or indication of intent on the part of either the Authority or the Institution that the Authority shall proceed to sell or issue Bonds or Notes of the Authority by competitive or negotiated sale via public offering or private placement;

(10) That the parties hereto agree that this Memorandum of Understanding sets forth legal and binding obligations of both the Authority and the Institution, but is not intended to preclude continuing negotiations and review of documentation between the parties which may result in a new agreement between the parties; and

(11) That the parties further agree that this Memorandum shall be governed by the laws of the State of New Jersey.

The Authority and the Institution each will signify their acceptance of the terms and conditions of this Memorandum by causing its execution, in duplicate, in the appropriate spaces provided below.

NEW JERSEY HEALTH CARE FACILITIES
FINANCING AUTHORITY

Dated: May 20, 1997 By: Edith F. Behr

Edith F. Behr
Executive Director

CHRISTIAN HEALTH CARE CENTER

Dated: 5/9/97 By: _____

Series 1997 A Note

Christian Health Care Center

Christian Health Care Center, a nonprofit corporation (the "Institution"), for value received, hereby promises to pay to New Jersey Health Care Facilities Financing Authority, Trenton, New Jersey or registered assigns (collectively, the "Registered Owner"), the principal sum of $19,460,000 and to pay to the Registered Owner hereof interest thereon. Such amounts shall be paid on February 1, 1998 and on the first day of each month thereafter of each year in amounts as more specifically described on Exhibit A hereto, in amounts sufficient to provide for the payments of principal of, sinking fund installments and interest on the New Jersey Health Care Facilities Financing Authority, Revenue and Refunding Bonds, Christian Health Care Center Issue, Series 1997 A (the "Related Bonds") as the same become due and payable. Such amounts shall be paid to Summit Bank, or its successor, as Trustee for the Related Bonds (the "Related Bond Trustee"). The Related Bonds have been issued pursuant to the General Health Care Facilities Bond Resolution adopted by the New Jersey Health Care Facilities Financing Authority (the "Authority") on October 29, 1992 (the "General Resolution") and the Series Resolution adopted by the Authority on October 30, 1997 (the "Series Resolution"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Series Resolution.

SPECIMEN

Principal of, premium, if any, and interest on this Series 1997 A Note are payable in any coin or currency of the United States of America which, at the respective times of payment, is legal tender for the payment of public and private debts.

This Series 1997 A Note is issued under and pursuant to the Master Trust Indenture by and between PNC Bank, National Association and the Institution, dated as of December 1, 1997, as amended and supplemented by a First Supplemental Indenture, dated as of December 1, 1997, and is issued for the purpose of evidencing and securing the loan by the Authority (the "Related Issuer") under the Loan Agreement, dated as of December 1, 1997 to the Institution of the proceeds of issuance and sale of the Related Bonds.

The principal hereof and the premium, if any, hereon shall be payable at the principal corporate trust office of the Related Bond Trustee, upon the presentation hereof as the same shall become due and payable.

The Series 1997 A Note will be subject to optional, mandatory or extraordinary redemption prior to maturity, at the times and at the redemption prices and to the extent that the Related Bonds are, respectively, subject to optional, mandatory or extraordinary redemption.

Any redemption, either in whole or in part, shall be made upon notice thereof in the manner and upon the terms and conditions as provided for in the Related Bonds and as set forth in the General Resolution and the Series Resolution. If this Series 1997 A Note shall have been duly called for redemption and payment of the redemption price, together with interest accrued thereon to the date fixed for redemption, shall have been made or provided for, interest on this Series 1997 A Note shall cease to accrue from the date fixed for redemption, and from and after such date this Series 1997 A Note shall be deemed not to be outstanding, and the Holder hereof shall have no rights in respect of this Series 1997 A Note other than payment of the redemption price, together with accrued interest to the date fixed for redemption.

All payments made to the Related Bond Trustee shall be valid, and, to the extent of the sum or sums so paid, effective to satisfy and discharge the liability for moneys payable on this Series 1997 A Note.

The rights of the Holder of this Series 1997 A Note and the provisions relating to the registration and transfer and exchange of this Series 1997 A Note are set forth in the Indenture and the terms and conditions set forth therein are hereby referenced.

Upon the occurrence of an Event of Default (as defined in the Indenture), the Holder of this Series 1997 A Note shall have the rights and remedies set forth in the Indenture, including the right to request the Master Trustee to declare the unpaid principal balance of this Note to be immediately due and payable, all as set forth in the Indenture.

This Series 1997 A Note shall be valid and entitled to the benefits of the Indenture upon the execution by the Master Trustee of the certificate of authentication attached hereto.

SPECIMEN

IN WITNESS WHEREOF, the Institution has caused this Series 1997 A Note to be executed in its name and on its behalf by the manual signature of its President/Chief Executive Officer and its corporate seal to be hereunto affixed and attested by the manual signature of its Vice President all as of the 7th day of January, 1998

[SEAL]

ATTEST:

CHRISTIAN HEALTH CARE CENTER

SPECIMEN

Nancy Rosen
Vice President

By:
Douglas A. Struyk
President/Chief Executive Officer

AUTHENTICATION CERTIFICATE

This Series 1997 A Note is one of the Notes described in the Master Trust Indenture by and between PNC Bank, National Association and the Institution, dated as of December 1, 1997, as amended and supplemented by a First Supplemental Indenture, dated as of December 1, 1997.

PNC BANK, NATIONAL ASSOCIATION
as Master Trustee

By:
Authorized Officer

Dated: January 7, 1998

Exhibit A

From February 1, 1998 through June 1, 1998, the Institution shall pay in monthly installments on or before the first day of each month in an amount equal to one-fifth (1/5) of the amount set forth below in the Interest column dated July 1, 1998. Thereafter, Institution shall pay in monthly installments on or before the first day of each month commencing on July 1, 1998 an amount equal to one-sixth (1/6) of the amount set forth below under the Interest column for the next succeeding interest payment date. From February 1, 1998 through June 1, 1998, Institution shall pay in monthly installments on or before the first day of each month in an amount equal to one-fifth (1/5) of the amount set forth in the Principal column dated July 1, 1998. Thereafter, Institution shall pay in monthly installments on or before the first day of each month, commencing July 1, 1998 in an amount equal to one-twelfth (1/12) of the amounts set forth below under the Principal column for the next succeeding principal payment date, until payment of the Related Bonds shall have been made in accordance with Resolutions.

New Jersey Health Care Facilities Financing Authority
Revenue and Refunding Bonds
Christian Health Care Center Issue, Series 1997A

Period Ending	Principal	Coupon	Interest
Jul 1, 1998	280,000.00	4.050%	506,276.25
Jan 1, 1999	-	-	496,852.50
Jul 1, 1999	585,000.00	4.300%	496,852.50
Jan 1, 2000	-	-	484,275.00
Jul 1, 2000	610,000.00	4.450%	484,275.00
Jan 1, 2001	-	-	478,702.50
Jul 1, 2001	640,000.00	4.550%	478,702.50
Jan 1, 2002	-	-	456,142.50
Jul 1, 2002	670,000.00	4.650%	456,142.50
Jan 1, 2003	-	-	448,565.00
Jul 1, 2003	700,000.00	4.750%	448,565.00
Jan 1, 2004	-	-	425,940.00
Jul 1, 2004	730,000.00	4.850%	425,940.00
Jan 1, 2005	-	-	406,237.50
Jul 1, 2005	760,000.00	4.950%	406,237.50
Jan 1, 2006	-	-	387,303.75
Jul 1, 2006	805,000.00	5.050%	387,303.75
Jan 1, 2007	-	-	366,977.50
Jul 1, 2007	845,000.00	5.150%	366,977.50
Jan 1, 2008	-	-	348,218.75
Jul 1, 2008	890,000.00	5.250%	348,218.75
Jan 1, 2009	-	-	321,856.25
Jul 1, 2009	935,000.00	5.250%	321,856.25
Jan 1, 2010	-	-	297,312.50
Jul 1, 2010	985,000.00	5.250%	297,312.50
Jan 1, 2011	-	-	271,456.25
Jul 1, 2011	1,035,000.00	5.250%	271,456.25
Jan 1, 2012	-	-	244,287.50
Jul 1, 2012	1,090,000.00	5.250%	244,287.50
Jan 1, 2013	-	-	219,675.00
Jul 1, 2013	1,150,000.00	5.250%	219,675.00
Jan 1, 2014	-	-	185,487.50
Jul 1, 2014	1,210,000.00	5.500%	185,487.50
Jan 1, 2015	-	-	152,212.50
Jul 1, 2015	1,275,000.00	5.500%	152,212.50
Jan 1, 2016	-	-	117,150.00
Jul 1, 2016	1,345,000.00	5.500%	117,150.00
Jan 1, 2017	-	-	80,162.50
Jul 1, 2017	1,420,000.00	5.500%	80,162.50
Jan 1, 2018	-	-	41,112.50
Jul 1, 2018	1,495,000.00	5.500%	41,112.50
	19,440,000.00		12,996,131.25

Series 1997 B Note

Christian Health Care Center

Christian Health Care Center, a nonprofit corporation (the "Institution"), for value received, hereby promises to pay to New Jersey Health Care Facilities Financing Authority, Trenton, New Jersey or registered assigns (collectively, the "Registered Owner"), the principal sum of $10,500,000 and to pay to the Registered Owner hereof interest thereon at a variable rate determined in accordance with the Series Resolution. Such amounts shall be paid in accordance with the schedule attached hereto as Exhibit A, which schedule shall be amended and substituted if and when the Series 1997 B Bonds shall be converted to a different Mode. Notwithstanding the foregoing, payments of principal and interest under this Series 1997 B Note, shall be deemed paid to the extent that Valley National Bank, as issuer of the Letter of Credit, receives payments of the Institution's obligations pursuant to the Reimbursement Agreement. Such amounts paid shall be sufficient to provide for the payments of principal of, sinking fund installments and interest on the New Jersey Health Care Facilities Financing Authority, Revenue and Refunding Bonds, Christian Health Care Center Issue, Series 1997 B (the "Related Bonds") as the same shall become due and payable. Such amounts shall be paid to Summit Bank, or its successor, as Trustee for the Related Bonds (the "Related Bond Trustee"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Series Resolution (as hereinafter defined). The Related Bonds have been issued pursuant to the General Health Care Facilities Bond Resolution adopted by the New Jersey Health Care Facilities Financing Authority (the "Authority") on October 29, 1992 (the "General Resolution") and the Series Resolution adopted by the Authority on October 30, 1997 (the "Series Resolution").

SPECIMEN

Principal of, premium, if any, and interest on this Series 1997 B Note are payable in any coin or currency of the United States of America which, at the respective times of payment, is legal tender for the payment of public and private debts.

This Series 1997 B Note is issued under and pursuant to the Master Trust Indenture by and between PNC Bank, National Association and the Institution, dated as of December 1, 1997, as amended and supplemented by a First Supplemental Indenture, dated as of December 1, 1997, and is issued for the purpose of evidencing and securing the loan by the Authority (the "Related Issuer") under the Loan Agreement, dated as of December 1, 1997 to the Institution of the proceeds of issuance and sale of the Related Bonds.

The principal hereof and the premium, if any, hereon shall be payable at the principal corporate trust office of the Related Bond Trustee, upon the presentation hereof as the same shall become due and payable.

The Series 1997 B Note will be subject to optional, mandatory or extraordinary redemption prior to maturity, at the times and at the redemption prices and to the extent that the Related Bonds are, respectively, subject to optional, mandatory or extraordinary redemption.

Any redemption, either in whole or in part, shall be made upon notice thereof in the manner and upon the terms and conditions as provided for in the Related Bonds and as set forth in the General Resolution and the Series Resolution. If this Series 1997 B Note shall have been duly called for redemption and payment of the redemption price, together with interest accrued thereon to the date fixed for redemption, shall have been made or provided for, interest

on this Series 1997 B Note shall cease to accrue from the date fixed for redemption, and from and after such date this Series 1997 B Note shall be deemed not to be outstanding, and the Holder hereof shall have no rights in respect of this Series 1997 B Note other than payment of the redemption price, together with accrued interest to the date fixed for redemption.

All payments made to the Related Bond Trustee shall be valid, and, to the extent of the sum or sums so paid, effective to satisfy and discharge the liability for moneys payable on this Series 1997 B Note.

The rights of the Registered Owner of this Series 1997 B Note and the provisions relating to the registration and transfer and exchange of this Series 1997 B Note are set forth in the Indenture and the terms and conditions set forth therein are hereby referenced.

Upon the occurrence of an Event of Default (as defined in the Indenture), the Registered Owner of this Series 1997 B Note shall have the rights and remedies set forth in the Indenture, including the right to request the Master Trustee to declare the unpaid principal balance of this Note to be immediately due and payable, all as set forth in the Indenture.

This Series 1997 B Note shall be valid and entitled to the benefits of the Indenture upon the execution by the Master Trustee of the certificate of authentication attached hereto.

SPECIMEN

IN WITNESS WHEREOF, Institution has caused this Series 1997 B Note to be executed in its name and on its behalf by the manual signature of its President/Chief Executive Officer and its corporate seal to be hereunto affixed and attested by the manual signature of its Vice President all as of the 7th day of January, 1998.

[SEAL]

ATTEST:

CHRISTIAN HEALTH CARE CENTER

Nancy Rosen
Vice President

By: Douglas A. Struyk
President/Chief Executive Officer

SPECIMEN

AUTHENTICATION CERTIFICATE

This Series 1997 B Note is one of the Notes described in the Master Trust Indenture by and between PNC Bank, National Association and the Institution, dated as of December 1, 1997, as amended and supplemented by a First Supplemental Indenture, dated as of December 1, 1997.

PNC BANK, NATIONAL ASSOCIATION
as Master Trustee

By: _____
Authorized Officer

Dated: January 7, 1998

Exhibit A

1. The principal portion of this Series 1997 B Note shall be payable in monthly installments on or before the first day of each month commencing July 1, 2000 in an amount equal to one-twelfth (1/12) of the amounts set forth below under the Principal column for the next succeeding principal payment date.

2. The interest portion of this Series 1997 B Note shall be payable in monthly installments on or before two (2) Business Days prior to the Interest Payment Date in an amount in each month equal to the interest due on the principal amount of the Related Bonds then Outstanding on such date based upon the interest rate or rates applicable to the Related Bonds all as determined in accordance with the Series Resolution. Such amounts shall be provided to the Master Trustee by the Remarketing Agent on or before the respective Interest Payment Date under the Series 1997 B Note.

New Jersey Health Care Facilities Financing Authority
Revenue and Refunding Bonds
Christian Health Care Center Issue, Series 1997A

Period Ending	Principal
Jul 1, 1998	-
Jan 1, 1999	-
Jul 1, 1999	-
Jan 1, 2000	-
Jul 1, 2000	200,000.00
Jan 1, 2001	-
Jul 1, 2001	200,000.00
Jan 1, 2002	-
Jul 1, 2002	200,000.00
Jan 1, 2003	-
Jul 1, 2003	200,000.00
Jan 1, 2004	-
Jul 1, 2004	200,000.00
Jan 1, 2005	-
Jul 1, 2005	200,000.00
Jan 1, 2006	-
Jul 1, 2006	200,000.00
Jan 1, 2007	-
Jul 1, 2007	200,000.00
Jan 1, 2008	-
Jul 1, 2008	300,000.00
Jan 1, 2009	-
Jul 1, 2009	300,000.00
Jan 1, 2010	-
Jul 1, 2010	300,000.00
Jan 1, 2011	-
Jul 1, 2011	300,000.00
Jan 1, 2012	-
Jul 1, 2012	300,000.00
Jan 1, 2013	-
Jul 1, 2013	300,000.00
Jan 1, 2014	-
Jul 1, 2014	300,000.00
Jan 1, 2015	-
Jul 1, 2015	400,000.00
Jan 1, 2016	-
Jul 1, 2016	400,000.00
Jan 1, 2017	-
Jul 1, 2017	400,000.00
Jan 1, 2018	-
Jul 1, 2018	400,000.00
Jan 1, 2019	-
Jul 1, 2019	400,000.00
Jan 1, 2020	-
Jul 1, 2020	400,000.00
Jan 1, 2021	-
Jul 1, 2021	500,000.00

New Jersey Health Care Facilities Financing Authority
Revenue and Refunding Bonds
Christian Health Care Center Issue, Series 1997E

Period Ending	Principal
Jan 1, 2022	-
Jul 1, 2022	500,000.00
Jan 1, 2023	-
Jul 1, 2023	500,000.00
Jan 1, 2024	-
Jul 1, 2024	500,000.00
Jan 1, 2025	-
Jul 1, 2025	600,000.00
Jan 1, 2026	-
Jul 1, 2026	600,000.00
Jan 1, 2027	-
Jul 1, 2027	600,000.00
Jan 1, 2028	-
Jul 1, 2028	600,000.00
	18,500,000.00

COUNTY CLERK

RECORDED-BERGEN COUNTY

003177

98 JAN -7 PM 3:47

RECORDING FEE $ 51.00

63 PAID

MORTGAGE AND SECURITY AGREEMENT

CHRISTIAN HEALTH CARE CENTER, a New Jersey non-profit corporation

-to-

PNC BANK, NATIONAL ASSOCIATION

Dated: As of December 1, 1997

Prepared By _____
Francine H. Katz, Esq.

RECORD AND RETURN TO:

Francine H. Katz, Esq.
RIKER, DANZIG, SCHERER, HYLAND & PERRETTI LLP
Headquarters Plaza
One Speedwell Avenue
P. O. Box 1981
Morristown, New Jersey 07962-1981

MTGE. BOOK 4587 PAGE 323

MORTAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement ("Mortgage"), made as of December 1, 1997, between Christian Health Care Center, a New Jersey non-profit corporation, having its principal place of business at 301 Sicomac Avenue, Wyckoff, New Jersey, hereinafter, with its successors and assigns, called the Mortgagor, and PNC Bank, National Association, a national banking association organized and existing under the laws of the United States of America, having a corporate trust office at Two Tower Center Boulevard, 20th Floor, East Brunswick, New Jersey, hereinafter, with its successors and assigns, called the Mortgagee;

Whereas, pursuant to the Master Trust Indenture and First Supplemental Indenture, dated as of December 1, 1997, as supplemented and amended from time to time as permitted therein by and between Mortgagor and Mortgagee (collectively, the "Master Indenture") the Mortgagee has issued the Series 1997 A Note and the Series 1997 B Note in the aggregate principal amount of $29,960,000 together with interest thereon at the rates indicated in the notes (collectively, the "Notes");

Whereas, the Notes are issued to secure $29,960,000 aggregate principal amount of New Jersey Health Care Facilities Financing Authority Revenue and Refunding Bonds, Christian Health Care Center Issue, Series 1997 (the Bonds"); and

Whereas, the Mortagor and the New Jersey Health Care Facilities Financing Authority (the "Authority") have entered into a Loan Agreement dated as of December 1, 1997 (the "Loan Agreement");

Whereas, as further security for the Bonds, the Mortgagor shall deliver this Mortgage to the Mortgagee.

PROPERTY MORTGAGED

1.1. Mortgaged Premises.

To secure to the Mortgagee for the equal and proportionate benefits of the respective holders from time to time of all Notes, Guaranties and Letter of Credit Obligations (including Letter of Credit Notes) (collectively, the "Obligations") issued under the Master Indenture, the Mortgagor hereby mortgages, grants and conveys to the Mortgagee all of the rights and interests which the Mortgagor now has or will acquire with regard to the property described in Sections 1.1. through 1.8. below (collectively, the "Mortgaged Premises"):

(A) All of the land located in the State of New Jersey and more particularly described in accordance with a legal description attached hereto as Schedule "A".

(B) All tenements, buildings, improvements, hereditaments, estates, rights, titles, interests, privileges, liberties, easements and appurtenances of any nature whatsoever

belonging, benefiting or in any way appertaining to the Mortgaged Premises, and all land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Mortgaged Premises to the center line thereof.

(C) All fixtures, equipment and other articles of property owned by the Mortgagor and now or hereafter attached to, or any improvements located on, the Mortgaged Premises, as to which this Mortgage constitutes a security agreement under the New Jersey Uniform Commercial Code (the "Code") in addition to and not in lieu of any other security agreement between the parties, including, without limitation, all building supplies and materials, fixtures and equipment, all furnaces, motors, dynamos, incinerators, machinery, generators, partitions, elevators, steam and hot water boilers, heating, air conditioning equipment, wall cabinets, lighting and power plants, coal and oil burning apparatus, pipes, plumbing, radiators, sinks, bath tubs, water closets, gas and electrical fixtures, shades, screens, blinds, sprinkler systems or other fire prevention or extinguishing apparatus and materials, including all accessories, additions, substitutions and replacements thereof, all of which shall be deemed to be and remain and form a part of the Mortgaged Premises and are covered by the lien of this Mortgage. If the lien of this Mortgage shall be subject to a conditional bill of sale, chattel mortgage, or other security interest covering any such property, then all the right, title and interest of the Mortgagor in and to such property, together with the benefits of any deposits or payments now or hereafter made thereon, are and shall be covered by the lien of this Mortgage.

(D) Any and all awards, damages, payments and other compensation, and any and all claims therefor and rights thereto, which may result from taking or injury by virtue of the exercise of the power of eminent domain, or any damage, improvements, injury or destruction in any manner caused to the Mortgaged Premises or thereon, or any part thereof.

(E) All the rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created of the Mortgaged Premises or any part thereof with the right to receive and apply the same to said indebtedness, and the Mortgagee may demand, sue for and recover such payment but shall not be required to do so.

(F) The right, in the name and on behalf of the Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Premises and to commence any action or proceeding to protect the interest of the Mortgagee in the Mortgaged Premises.

(G) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

(H) All other rights whatsoever that the Mortgagor may acquire in any of the foregoing.

TO HAVE AND TO HOLD the above granted and described Mortgaged Premises unto and to the proper use and benefit of Mortgagee, its successors and assigns, forever.

This is a **FIRST MORTGAGE** given to secure a portion of the consideration for the Mortgaged Premises.

TERM

2.1. Term.

This Mortgage shall terminate upon the payment in full of the Obligations and the fulfillment or performance of all of the conditions of this Mortgage and the Obligations. Thereupon, the Mortgagee shall release the Mortgaged Premises and shall execute at the request of the Mortgagor a release of this Mortgage and any other instrument to that effect deemed necessary or desirable.

COVENANTS

3.1. Payment and Performance.

The Mortgagor covenants to (i) pay to the Mortgagee all sums required to be paid by the Mortgagor under the Obligations in accordance with their stated terms and conditions; (ii) perform and comply with all terms, conditions and covenants set forth in the Master Indenture by which the Mortgagor is bound; and (iii) perform and comply with all of the Mortgagor's obligations and duties as landlord under any leases of the Mortgaged Premises.

3.2. Seisin and Warranty.

The Mortgagor is seized of an indefeasible estate in fee simple in the Mortgaged Premises, and the Mortgagor warrants the title to the Mortgaged Premises. The Mortgagor hereby covenants that the Mortgagor shall (i) preserve such title and the validity and priority of the lien of this Mortgage as a first priority lien and shall forever warrant and defend the same to the Mortgagee against all lawful claims whatsoever; and (ii) execute, acknowledge and deliver all such further documents or assurances, and cause to be done all such further acts as may at any time hereafter be required by the Mortgagee to protect fully the lien of this Mortgage.

3.3. Insurance.

The Mortgagor will comply with the insurance provisions contained in the Master Indenture and the Loan Agreement.

3.4. No Encumbrances.

At no time throughout the term of this Mortgage shall the Mortgagor create or suffer to exist any mortgage, pledge, lien, security interest, encumbrance, attachment, levy, distraint or other judicial process and burdens of any kind on the Mortgaged Premises without the prior express written consent of the Mortgagee except for (i) the lien of this Mortgage, (ii) the liens appearing as exceptions on the title insurance policy which have been previously approved and consented to, and (iii) Permitted Encumbrances, as such term is defined in the Master Indenture.

3.5. Taxes and Other Charges.

The Mortgagor shall pay taxes and all other charges in accordance with Section 6.2 of the Loan Agreement.

3.6. Tax Escrows.

If the Mortgagor is not making payments of taxes and assessments on a timely basis or has not obtained proper extensions therefor or has not provided to the Mortgagee evidence of such payments as hereinafter provided, or if an Event of Default (as hereinafter defined) has occurred, upon request of the Mortgagee, the Mortgagor shall pay to the Mortgagee at the time of each installment of principal and interest due under the Obligations, one fourth (1/4) of the actual (if known) or estimated (if unknown) annual taxes and assessments levied and assessed against the Mortgaged Premises. Such payment shall be held by the Mortgagee in a non-interest bearing escrow account to be used by the Mortgagee in payment of such taxes and assessments. If such escrow funds are not sufficient to pay such taxes and assessments, as the same become payable, the Mortgagor shall pay to the Mortgagee, upon request, such additional amounts as the Mortgagee shall estimate to be sufficient to make up any such deficiency. No amount paid to the Mortgagee hereunder shall be deemed to be trust funds but may be commingled with general funds of the Mortgagee and no interest shall be payable thereon. Upon the occurrence of an Event of Default the Mortgagee shall have the right, at its sole discretion, to apply any amounts so held against the Obligations.

3.7. Advances for Maintenance of Mortgaged Premises.

The Mortgagor agrees that, if at any time during the term of this Mortgage, the Mortgagor fails to perform or observe any covenant or obligation under this Mortgage, including, without limitation, payment of any tax, assessment or other government charge, insurance premium, or cost to keep the Mortgaged Premises in satisfactory repair and condition, the Mortgagee may (but shall not be obliged to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All amounts advanced by the Mortgagee shall be added to the amount secured by the Obligations and shall be due and payable, on demand, together with interest at three percent (3%) per annum above the

prime rate of interest then in effect, such interest to be calculated from the date of such advance to the date of repayment thereof.

3.8. No Additional Liens on Fixtures.

Except as otherwise permitted by the Master Indenture, the Mortgagor shall not remove or suffer to be removed from the Mortgaged Premises any fixtures presently or in the future owned by the Mortgagor as the term "fixtures" is defined by the law in New Jersey (unless such fixtures have been replaced with similar fixtures of equal or greater utility and value); nor will the Mortgagor execute any security interest upon any such fixtures, without the prior express written consent of the Mortgagee.

3.9. Preservation, Maintenance and Repair.

(A) All buildings and other improvements presently or in the future erected upon the Mortgaged Premises, shall, at the Mortgagor's own cost and expense, be kept in good and substantial repair, working order and condition, and the Mortgagor shall from time to time make, or cause to be made, all necessary and proper repairs and replacements. Except as otherwise permitted by the Master Indenture, the Mortgagor shall not remove, demolish, materially alter, discontinue the use of, sell, transfer, assign, hypothecate or otherwise dispose of all or any part of the Mortgaged Premises without the prior express written consent of the Mortgagee. The Mortgagor shall prevent any waste with respect to the Mortgaged Premises. All alterations, replacements, renewals or additions made pursuant to this Section 3.9 shall automatically become a part of the Mortgaged Premises and shall be covered by the lien of this Mortgage.

(B) The Mortgagee shall have the right, but not the obligation, to enter upon the Mortgaged Premises at any reasonable hour upon prior notice to the Mortgagor to inspect the Mortgaged Premises. In the event any such inspection reveals, in the sole discretion of the Mortgagee, the necessity for any repair, replacement, clean-up or maintenance, the Mortgagor shall, at the discretion of the Mortgagee either (i) cause such work to be effected immediately; or (ii) establish an interest bearing reserve fund with the Mortgagee in an amount determined by the Mortgagee for the purpose of effecting such work.

3.10. Compliance with Applicable Laws.

The Mortgagor agrees to comply in all material respects, and to cause its tenants to comply in all material respects, with all laws, rules, regulations and ordinances made or promulgated by lawful authority and now or hereafter applicable to the Mortgaged Premises, its use and the personalty contained therein, within such time as required by law. The Mortgagor shall have caused the Mortgaged Premises to be designed in compliance in all material respects with all laws, rules, regulations and ordinances made or promulgated by lawful authority applicable to the Mortgaged Premises.

3.11. Damage, Destruction and Condemnation.

The Mortgagor will comply with the provisions regarding damage, destruction and condemnation in the Master Indenture.

3.12. No Credits on Account of the Obligations.

The Mortgagor shall not claim or demand or be entitled to any credit on account of the Obligations for any part of the taxes paid with respect to the Mortgaged Premises or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Premises, or any part thereof, by reason of this Mortgage.

3.13. Preservation of Existence.

The Mortgagor shall preserve and maintain its existence and procure all licenses, qualifications and all authorizations, consents, licenses, permits, registrations and qualifications that are necessary for its operation of the Mortgaged Premises in accordance with Section 6.4 of the Master Indenture.

DECLARATION OF NO OFFSET

4.1. Declaration of No Offset.

The Mortgagor represents to the Mortgagee that the Mortgagor has no knowledge of any offsets, counterclaims or defenses to the Obligations either at law or in equity. The Mortgagor shall, within three (3) days upon request in person or within ten (10) days upon request by mail, furnish a written statement in form satisfactory to the Mortgagee stating the amount due under the Obligations and either that the Mortgagor knows of no such offsets or defenses or if such offsets or defenses are alleged to exist, the nature and extent thereof.

SECURITY AGREEMENT

5.1. Security Agreement.

This Mortgage constitutes a security agreement under the Code and shall be deemed to constitute a fixture financing statement. The Mortgagor does hereby grant to the Mortgagee, pursuant to the terms of the Obligations, a security interest in the fixtures included in the Mortgaged Premises, in all replacements, substitutions and future additions thereto and in all rents, incomes, profits, revenues, accounts, contract rights and intangibles as more fully described in Section 1 hereof. The Mortgagor shall, at the Mortgagor's own expense, execute and file such financing statements, continuation statements or other security agreements as the Mortgagee shall require from time to time to perfect the lien of this Mortgage with respect to such property. Without limiting the foregoing, the Mortgagor hereby authorizes the Mortgagee to file such financing statements without the signature of the Mortgagor. The Mortgagor shall not change its

principal place of business without giving Mortgagee at least thirty (30) days prior written notice, which notice shall be accompanied by new financing statements executed by the Mortgagor in the same form as the financing statements delivered to the Mortgagee on the date hereof except for the change of address. Upon any Event of Default (as hereinafter set forth), the Mortgagee shall have, in addition to any other rights and remedies hereunder or under the Master Indenture, all of the rights and remedies granted to a secured party under the Code. Notwithstanding any release of any of the "real" property included in the Mortgaged Premises, any proceedings to foreclose this Mortgage or its satisfaction of record, the terms of this Section 5 shall survive as a security agreement until the satisfaction in full of the Obligations.

CHANGE IN LAWS

6.1. Change in Laws.

During the term of this Mortgage, in the event of the passage after the date of this Mortgage of any law of the State of New Jersey, or any other governmental entity, changing the taxation of mortgages, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes, so as to affect the interest of the Mortgagee, then the Mortgagor shall pay the full amount of such taxes; provided that if payment by the Mortgagor of any such new taxes would be unlawful or usurious, the Mortgagee may, at the Mortgagee's option, (i) declare the Obligations to be immediately due and payable; or (ii) pay that portion of such taxes as renders the Obligations unlawful or usurious, in which event the Mortgagor shall concurrently therewith pay the remaining lawful and nonusurious portion of said taxes.

EVENTS OF DEFAULT

7.1. Events of Default.

Any one or more of the following events shall constitute an Event of Default:

(A) The occurrence of any Event of Default under the Master Indenture.

(B) A failure by the Mortgagor to observe and/or perform any of its agreements contained in this Mortgage.

REMEDIES

If any Event of Default shall have occurred, the Mortgagee may take any of the following actions (without the obligation to marshal):

8.1. Acceleration.

The Mortgagee may declare the entire amount of the Obligations immediately due and payable, without presentment, demand, notice of any kind, protest or notice of protest, all of

which are expressly waived. The Mortgagee may collect interest from the date of default on the unpaid balance of the Obligations, at the prime rate of interest then in effect plus three percent (3%) per annum.

8.2. Possession.

The Mortgagee may enter upon and take possession of the Mortgaged Premises, lease the Mortgaged Premises and receive all the rents and apply the same, after payment of all necessary charges and expenses, on account of the Obligations. The Mortgagee is given full authority to do any act which the Mortgagor could do in connection with the management and operation of the Mortgaged Premises. This covenant becomes effective either with or without any action brought to foreclose this Mortgage and without applying for a receiver of such rents.

8.3. Foreclosure.

The Mortgagee may institute an action of mortgage foreclosure, or take other action as the law may allow, at law or in equity, for the enforcement of this Mortgage. In case of any sale of the Mortgaged Premises by judicial proceedings, the Mortgaged Premises may be sold in one parcel or in such parcels, manner or order as the Mortgagee in its sole discretion may elect. The Mortgagee shall not be required to marshal any of the security under this Mortgage. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by the Mortgagor as a defense in any proceeding instituted by the Mortgagee to collect the Obligations or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Premises.

8.4. Appointment of Receiver.

The Mortgagee may have a receiver of the rents of the Mortgaged Premises appointed as of right without the necessity of proving either the depreciation or the inadequacy of the value of the security or the insolvency of the Mortgagor or any person who may be legally or equitably liable to pay moneys secured hereby, and the Mortgagor hereby waives such proof and consents to the appointment of such receiver.

8.5. Rights as a Secured Party.

The Mortgagee shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the Code. The Mortgagee may elect to foreclose such of the property subject to the lien hereof as then comprise fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal property under the Code. To the extent permitted by law, the Mortgagor waives the right to any stay of execution and the benefit of all exemption laws.

8.6. Excess Monies.

The Mortgagee may apply on account of the Obligations any unexpended monies still retained by the Mortgagee that were paid by the Mortgagor to the Mortgagee (i) for the payment of, or as security for the payment of taxes, assessments or other governmental charges, insurance premiums, or any other charges; or (ii) to secure the performance of some act by the Mortgagor.

8.7. Other Remedies.

The Mortgagee may take any of the remedies otherwise available to it as a matter of law or equity and as provided in any of the Obligations. The Mortgagee shall have the right and remedy, without posting any bond or other security, to have the provisions of this Mortgage and any other Master Indenture specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Mortgagee and that money damages will not provide any adequate remedy therefor.

8.8. Proceeds.

The Mortgagee shall apply proceeds of the Mortgaged Premises first to costs and expenses of liquidating, selling, or collecting the proceeds of, any Mortgaged Premises, then to collection and other expenses permitted the Mortgagee under this Mortgage or applicable law, then to interest outstanding on any Obligations and then to principal outstanding on any Obligations.

MISCELLANEOUS

9.1. Cumulative Rights.

The rights and remedies herein expressed to be vested in or conferred upon the Mortgagee shall be cumulative and shall be in addition to, and not in substitution for the rights and remedies conferred by law. The failure, at any one or more times, of the Mortgagee to assert the right to declare the Obligations due, the granting of any extension of time or payment of the Obligations, the taking of other or additional security for the payment thereof, the release of any security, or the waiver of or failure to exercise any right under the Master Indenture shall not in any way affect this Mortgage nor the rights of the Mortgagee.

9.2. Waiver of Defaults.

The Mortgagee may, by notice to the Mortgagor, waive any Event of Default hereunder and rescind any acceleration of the Obligations.

9.3. **Agreement to Pay Attorneys' Fees and Expenses.**

Upon the occurrence of an Event of Default, as a result of which the Mortgagee shall employ attorneys or incur any expenses for the collection of the Obligations or performance of any agreement on the part of the Mortgagor contained herein, the Mortgagor shall, on demand, pay to the Mortgagee the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Mortgagee.

9.4. **No Additional Waiver Implied by One Waiver.**

The Mortgagee shall not be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by the Mortgagee and then only to the extent specifically set forth therein. A waiver in one event shall not be continuing or a bar to or a waiver of a subsequent event. In the event any agreement contained in this Mortgage should be breached by the Mortgagor and thereafter waived by the Mortgagee, such waiver shall be limited to the actual breach so waived and shall not be deemed to waive any other breach hereunder.

9.5. **No Oral Modifications.**

The terms of this Mortgage may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.6. **Partial Invalidity.**

The unenforceability or invalidity of any one or more provisions shall not render any other provision unenforceable or invalid.

9.7. **Binding Effect.**

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Mortgage cannot be assigned by the Mortgagor without the prior express written consent of the Mortgagee.

9.8. **Captions.**

The captions preceding the text of the sections of this Mortgage are used solely for convenience of reference and shall not affect the meaning or construction of this Mortgage.

9.9. **Number and Gender.**

In the event that the Mortgagor consists of more than one person or entity, the obligations and liabilities hereunder of each such person or entity shall be joint and several and the word "Mortgagor" shall mean all or some or any of them. For the purpose of this Mortgage, the singular shall be deemed to include the plural and the neuter shall be deemed to include the masculine and feminine, as the context may require.

9.10. **Commercial Purpose.**

The Mortgagor represents and warrants that the credit facility secured by this Mortgage was obtained solely for the purpose of carrying on or acquiring a business or for commercial investment.

9.11. **Changes in Mortgage.**

This Mortgage is subject to "modification" as such term is defined in P.L. 1985 c.353 as amended (N.J.S.A. 46:9-8.1 et seq.) and this Mortgage shall be subject to the priority provisions of said P.L. 1985 c.353, as amended.

9.12. **New Jersey Law Governs.**

This Mortgage shall be governed and construed in accordance with the law of the State of New Jersey.

9.13. **Consent to Jurisdiction.**

The Mortgagor hereby irrevocably consents to the jurisdiction of the State of New Jersey and to the jurisdiction of the United States District Court for the District of New Jersey, for the purpose of any suit, action or other proceeding arising out of or relating to this Mortgage or any other Loan Document, or the subject matter hereof or thereof. The Mortgagor hereby waives, and agrees not to assert, in any such suit, action or proceeding any claim that it is not personally subject to such jurisdiction, or any right to remove an action brought in State to Federal Court, or any claim that such suit, action or proceeding is in an inconvenient forum or that the venue thereof is improper. The Mortgagor agrees that service in any such action, whether or not in either such jurisdiction, may be effected by means in accordance with the provisions of Section 9.14 hereinafter set forth or by any other means of service allowed by law.

9.14. **Notices.**

Unless otherwise indicated differently, all notices, which may be required hereunder shall be in writing and shall be sent by certified or registered mail, and sent to the party at its address appearing above or such other address as any party shall hereafter inform the other party by notice given as aforesaid. All notices shall be deemed effective upon the expiration of the

third day following the date of mailing, whichever occurs first, except that any notice of change in address shall be effective only upon receipt by the party to whom said notice is addressed.

9.15. **Interest Limits.**

If the fulfillment of any provision in this Mortgage relating to the rate of interest is prohibited by, or in violation of, any applicable law in effect at the time payment is due, the interest rate shall be automatically reduced to the maximum rate then permitted by law.

9.16. **No Jury Trial.**

THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO ANY ASPECT OF THIS MORTGAGE AND REPRESENTS THAT THE MORTGAGOR HAS CONSULTED WITH COUNSEL SPECIFICALLY AS TO THIS WAIVER. BY ACCEPTING THIS MORTGAGE, THE MORTGAGEE ALSO WAIVES ITS RIGHT TO REQUEST A TRIAL BY JURY.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor on the day and year first written above.

RECEIPT, WITHOUT CHARGE, OF A TRUE COPY OF THIS MORTGAGE IS ACKNOWLEDGED.

[SEAL]

ATTEST:

By: Ruth Knyfd
Ruth Knyfd,
Secretary

CHRISTIAN HEALTH CARE CENTER

By:
Douglas A. Struyk,
President and Chief Executive Officer

BK09589PG327

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS.
COUNTY OF Bergen :

BE IT REMEMBERED that on this 10th day of January 1998, before me, the subscriber, personally appeared Douglas A. Struyk who, I am satisfied, is the person who signed the within instrument as President and Chief Executive Officer of Christian Health Care Center, the corporation named therein and this person thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed and delivered by this person as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Trustees.

Jean P. Reilly
Notary JEAN P. REILLY
MY COMMISSION EXPIRES
APRIL 4, 2002

BK 09589 PG 328

SCHEDULE A

PROPERTY DESCRIPTION

SCHEDULE A

File: LX-001432-97

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

BEGINNING at a point on the southwesterly line of Sicomac Avenue (20 feet from its centerline) said point being the following two courses and distances from the intersection of the centerline of Daniel Court, as now laid out, and the centerline of Sicomac Avenue, thence;

A. Along said centerline of Sicomac Avenue, South 51 degrees 50 minutes 16 seconds East, 206.62 feet to a point, thence;

B. South 36 degrees 57 minutes 51 seconds West, 20.00 feet to a point, and running, thence;

(1) Along said southwesterly line of Sicomac Avenue being parallel with and 20.00 feet at right angles from its centerline South 52 degrees 17 minutes 09 seconds East, 18.10 feet to a bend point herein, thence;

(2) Still along said southwesterly line of Sicomac Avenue, South 53 degrees 02 minutes 09 seconds East, 466.75 feet to a bend point therein, thence;

(3) Still along said southwesterly line of Sicomac Avenue, South 53 degrees 17 minutes 09 seconds East 3.57 feet to a point, thence;

(4) South 26 degrees 42 minutes 41 seconds West, 243.33 feet to a point, thence

(5) South 63 degrees 17 minutes 19 seconds East, 199.34 feet to a point, thence

(6) North 26 degrees 42 minutes 41 seconds East, 200.15 feet to a point on the southwesterly line of Goffle Hill Road, thence;

(7) Along said southwesterly line of Goffle Hill Road, being parallel with 30.00 feet at right angles from its centerline, South 54 degrees 12 minutes 09 seconds East, 61.46 feet to a point on the municipal boundary line between the Township of Wyckoff and the Borough of Hawthorne, thence;

(8) Along the municipal boundary line between the Township of Wyckoff and the Borough of Hawthorne, South 05 degrees 10 minutes 33 seconds West, 2461.87 feet to a point; thence

SCHEDULE A

File: LX-001432-97

(9) North 84 degrees 17 minutes 22 seconds West, 914.87 feet to a point, thence;

(10) Along lands now or formerly of the Eastern Christian Childrens Retreat, North 56 degrees 53 minutes 23 seconds East, 556.73 feet to a point, thence;

(11) Still along lands now or formerly of the Eastern Christian Childrens Retreat, North 52 degrees 22 minutes 24 seconds East, 150.00 feet to a point, thence;

(12) Still along lands now or formerly of the Eastern Christian Childrens Retreat, North 05 degrees 55 minutes 21 seconds East, 232.94 feet to a point, thence;

(13) Still along lands now or formerly of the Eastern Christian Childrens Retreat, North 43 degrees 34 minutes 39 seconds West, 246.11 feet to a point, thence;

(14) Still along lands now or formerly of the Eastern Christian Childrens Retreat, South 33 degrees 55 minutes 21 seconds West, 20.49 feet to a point, thence;

(15) Still along land now or formerly of the Eastern Christian Childrens Retreat, North 43 degrees 34 minutes 39 seconds West, 50.52 feet to a point, thence;

(16) Still along lands now or formerly of the Eastern Christian Childrens Retreat, North 84 degrees 34 minutes 39 seconds West, 273.21 feet to a point being the easterly most corner of Lot 18 Block 443 as shown on the current tax assessment maps of the Township of Wyckoff, thence;

(17) Along the southeasterly terminus of Merrywood Drive, North 26 degrees 03 minutes 31 seconds East, 51.58 feet to a point on the southerly most corner of Lot 19 Block 223 as shown on the current tax assessment maps of the Township of Wyckoff, thence;

(18) Along lands now or formerly of the Village of Ridgewood, South 84 degrees 34 minutes 39 seconds East, 168.28 feet to a point on a curve, thence;

(19) Still along lands now or formerly of the Village of Ridgewood, along a curve to the left in a northeasterly direction having a radius of 560.00 feet, an arc length of 347.98 feet and a central angle of 35 degrees 36 minutes 12 seconds to a point of compound curvature, thence;

(20) Still along lands now or formerly of the Village of Ridgewood along a curve to the left in a northwesterly direction having a radius of 25.00 feet, an arc length of 25.80 feet and a central angle of 59 degrees 07 minutes 45 seconds to a point of tangency, thence

BK09589PG331

SCHEDULE A

File: LX-001432-97

(21) Still along said lands now or formerly of the Village of Ridgewood, North 54 degrees 37 minutes 39 seconds West, 537.00 feet to a point, thence

(22) Still along said lands now or formerly of the Village of Ridgewood, South 35 degrees 22 minutes 21 seconds West, 210.00 feet to a point, thence;

(23) North 54 degrees 37 minutes 39 seconds West, 540.00 feet to a point, thence;

(24) North 28 degrees 49 minutes 59 seconds West, 892.34 feet to a point on the southeasterly line of Mountain Avenue (50 feet wide), thence

(25) Along said southeasterly line of Mountain Avenue, North 57 degrees 30 minutes 01 seconds East, 100.14 feet to a bend point therein, thence;

(26) Still along said southeasterly line of Mountain Avenue, North 64 degrees 17 minutes 01 seconds East, 89.89 feet to a point, thence;

(27) South 28 degrees 50 minutes 59 seconds East, 576.66 feet to a point, thence;

(28) North 55 degrees 47 minutes 41 seconds East, 991.36 feet to a point, thence;

(29) North 55 degrees 42 minutes 11 seconds East, 175.26 feet to a point, thence;

(30) South 52 degrees 34 minutes 09 seconds East, 58.14 feet to a point, thence;

(31) North 55 degrees 50 minutes 51 seconds East, 63.51 feet to a point, thence;

(32) North 07 degrees 32 minutes 19 seconds West, 20.04 feet to a point, thence;

(33) North 34 degrees 07 minutes 19 seconds West, 20.00 feet to a point, thence;

(34) North 36 degrees 57 minutes 51 seconds East, 91.11 feet to a point on the aforementioned southwesterly line of Sicomac Avenue being the point or place of Beginning.

The above description is drawn in accordance with a survey made by RIGG Associates, P.A., dated October 20, 1997.

(For Information Only) Being Lot(s) 49.3 Block 443 on the Tax Map of the Township of Wyckoff, New Jersey.

WILLOW LODGE, OAK LODGE, HOLLY LODGE

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: WYCKOFF County: BERGEN

Sponsor: EASTERN CHRISTIAN CHILDREN'S RETREAT Developer:

Block: 443 Lot: 49.04 Street Address 700 MOUNTAIN AVENUE

Facility Name: WILLOW LODGE

Type of Facility:

- ☒ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify: _____

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State – Amount $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☒ Other – Please specify: Private

☐ Please provide a pro forma for proposed projects

# of total bedrooms 4

# of low-income residents 8

# of moderate-income residents 0

# of market residents 0

Residents qualify as low or moderate income?

X Yes ___ No

Length of Controls: _____ years N/A

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

☒ CO Date: 12/9/97

Indicate licensing agency:

☒ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: 01/06/98

Current License Date: 06/30/06 to 06/30/07

The following verification is attached: N/A

- ☐ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? X Yes ___ No

Age-restricted? ___ Yes X No

Population Served (describe): Adults with developmental disabilities

Accessible (in accordance with NJ Barrier Free Subcode)? X Yes ___ No

Affirmative Marketing Strategy (check all that apply): N/A

- ☐ DDD/DMHS/DHSS/DCA waiting list
- ☐ Other (please specify): _____

CERTIFICATIONS

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

Certified by: _____ 3/14/07
Project Administrator / Jayne Press Date

Certified by: _____ 7/10/07
Municipal Housing Liaison Date

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: WYCKOFF County: BERGEN

Sponsor: EASTERN CHRISTIAN CHILDREN'S RETREAT Developer:

Block: 443 Lot: 49.04 Street Address 700 MOUNTAIN AVENUE

Facility Name: OAK LODGE

Type of Facility:

- ☒ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify: _____

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State – Amount $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☒ Other – Please specify: Private

☐ Please provide a pro forma for proposed projects

# of total bedrooms 4

# of low-income residents 8

# of moderate-income residents 0

# of market residents 0

Residents qualify as low or moderate income?

X Yes ___ No

Length of Controls: _____ years N/A

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

☒ CO Date: 12/18/1992

Indicate licensing agency:

☒ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: 10/15/1997

Current License Date 06/30/2006 to 06/30/2007

The following verification is attached:

- ☐ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? X Yes ___ No

Age-restricted? ___ Yes X No

Population Served (describe): Adults with developmental disabilities

Accessible (in accordance with NJ Barrier Free Subcode)? X Yes ___ No

Affirmative Marketing Strategy (check all that apply): N/A

- ☐ DDD/DMHS/DHSS/DCA waiting list
- ☐ Other (please specify): _____

CERTIFICATIONS

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

Certified by: _____ 3/14/07
Project Administrator / Jayne Press — Date

Certified by: _____ 7/10/07
Municipal Housing Liaison — Date

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: WYCKOFF County: BERGEN

Sponsor: EASTERN CHRISTIAN CHILDREN'S RETREAT Developer: _____

Block: 443 Lot: 49.04 Street Address 700 MOUNTAIN AVENUE

Facility Name: HOLLY LODGE

Type of Facility:

- ☒ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify: _____

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State – Amount $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☒ Other – Please specify: Private

☐ Please provide a pro forma for proposed projects

# of total bedrooms 4

# of low-income residents 8

# of moderate-income residents 0

# of market residents 0

Residents qualify as low or moderate income?

X Yes ___ No

Length of Controls: _____ years N/A

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

☒ CO Date: 12/18/1992

Indicate licensing agency:

☒ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: 10/14/1997

Current License Date: 06/30/2006 to 06/30/2007

The following verification is attached: N/A

- ☐ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? X Yes ___ No

Age-restricted? ___ Yes X No

Population Served (describe): Adults with developmental disabilities

Accessible (in accordance with NJ Barrier Free Subcode)? X Yes ___ No

Affirmative Marketing Strategy (check all that apply): N/A

- ☐ DDD/DMHS/DHSS/DCA waiting list
- ☐ Other (please specify): _____

CERTIFICATIONS

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

Certified by: _____ 03/14/07
Project Administrator / Jayne Press — Date

Certified by: _____ 7/10/07
Municipal Housing Liaison — Date

RICHARD J. CODEY
ACTING GOVERNOR

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES
PO BOX 726
TRENTON, NJ 08625-0726

James M. Davy
COMMISSIONER

Carol Grant
DIRECTOR

TEL. (609) 987-0800

MEMORANDUM

RECEIVED
NOV 28 2005
By

TO: **DISTRIBUTION LIST**

DATE: November 28, 2005

SUBJECT: **Division Circular #3, "Determination of Eligibility" (N.J.A.C. 10:46)**

Attached is a revision of Division Circular #3, "Determination of Eligibility" (N.J.A.C. 10:46). N.J.A.C 10:46 was adopted in the New Jersey Register on November 21, 2005.

This circular replaces DC #3 that was issued on December 31, 2003. The latter circular should be removed from your manual.

Carol Grant
Director

CG:DB:s
Attachment

DIVISION CIRCULAR #3
(N.J.A.C. 10:46)

DEPARTMENT OF HUMAN SERVICES

DIVISION OF DEVELOPMENTAL DISABILITIES

EFFECTIVE DATE: November 21, 2005

DATE ISSUED: November 28, 2005

(Rescinds Division Circular #3, "Determination of Eligibility and Contribution to Care and Maintenance Requirements", issued December 31, 2003)

I. **TITLE:** **DETERMINATION OF ELIGIBILITY**

II. **PURPOSE:** To establish guidelines and criteria for determination of eligibility for services to individuals with developmental disabilities.

III. **SCOPE:** This circular applies to all Division components.

IV. **POLICIES:**

- An individual must be determined eligible for services before the Division can provide services.
- The determination of an applicant's eligibility for Division services shall be completed as expeditiously as possible.
- In order to receive waiver services (a Federal Medicaid program), the individual and/or representative payee is responsible to apply for all benefits for which he or she may be eligible and comply with the requirements of eligibility for which they are entitled, primarily the Medicaid DDD Community Care Waiver, Social Security and SSI.
- The individual is also responsible to maintain Medicaid eligibility by ensuring that they have no more than $2,000 in cash assets.
- When an individual receives residential services from the Division, they are required to contribute to the cost of care and maintenance. The requirements and financial ability of the individual and that of their legally responsible relative to contribute to the cost of care and maintenance are

set forth in N.J.A.C. 10:46D, "Contributions for Care and Maintenance Requirements" also known as Division Circular #3A.

- Individuals who have been determined ineligible for Division services may appeal the decision in accordance with the provisions of Division Circular #37, "Appeals Procedure" (N.J.A.C. 10:48-1 et seq.).

V. GENERAL STANDARDS:

NOTE: The remainder of this circular is the eligibility criteria as is appears at N.J.A.C. 10:46 et seq.

Carol Grant, Director

CG:DB:s

CHAPTER 46

DETERMINATION OF ELIGIBILITY

SUBCHAPTER 1. GENERAL PROVISIONS

10:46-1.1 Purpose; authority

(a) Pursuant to N.J.S.A. 30:1-12, 30:4-27.2, 30:4-25.2, Application for determination of eligibility, N.J.S.A. 30:4-25.9, 30:6D-1 et seq. (P.L. 1985, c.145) and 30:4-60 et seq. (P.L.1995, c.155), the Division of Developmental Disabilities, Department of Human Services (Division), intends this chapter to establish guidelines and criteria for determination of eligibility for services, to individuals with developmental disabilities. The applicant shall apply for all benefits for which he or she may be eligible. The Division shall not provide services when those services may be available through other sources. Before the Division offers services covered under the waiver the individual and/or representative payee is responsible to apply through the Division for the Medicaid DDD Community Care Waiver and comply with all the requirements of eligibility for these benefits. The individual is also responsible to maintain eligibility for those benefits by ensuring they have no more than $2,000 in cash assets. All other eligibility criteria in this chapter remain the same.

(b) When an individual receives residential services from the Division, they are required to contribute to the cost of care and maintenance. The requirements and financial ability of the individual and that of their legally responsible relatives to contribute to the cost of care and maintenance are set forth in N.J.A.C. 10:46D, Contributions for Care and Maintenance Requirements.

(c) The availability of services shall be limited to the Division's funding in a given fiscal year.

(d) When a person is determined eligible for services, he or she may receive those State-funded services that are available at that time.

(e) The eligible person shall be notified by the Division of the availability of waiver services. At that time, the Division will provide the application for the Medicaid DDD Community Care Waiver.

(f) Any person under the age of 18 who is determined by the Division to be eligible for ICF/MR services may be found eligible for the Medicaid DDD Community Care Waiver without deeming of the family's income. The eligible person shall be notified by the Division of the availability of waiver services. At that time, the Division will provide the application for the Medicaid DDD Community Care Waiver. The individual shall meet all other eligibility requirements.

(g) To the extent practicable, written material shall be provided in the individual's primary language and in alternate formats as needed.

10:46-1.2 Scope

The provisions of this chapter shall apply to all individuals making application to the Division for services under N.J.S.A. 30:4-165.1 et seq.

10:46-1.3 Definitions

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise.

"Application" means the form available at Division offices (see N.J.A.C. 10:46-3.2). The term includes any supporting documentation necessary to the making of an informal determination with regard to applicant eligibility, including medical information. Supporting documentation may include but is not limited to educational, psychiatric, psychological, vocational, rehabilitation or social service records.

"Appropriate program of training" means that program of training which at a minimum includes orientation and instruction in identification of developmental disabilities, use of evaluation tools and interaction techniques.

"Assistive devices" means supports provided to aid in moving and positioning an individual while personal care is given, or which aid in communication.

"Benefits" means all current and future sources of cash and health assistance from Federal, State or private entities including, but not limited to, Social Security, SSI, Medicare, Medicaid DDD Community Care Waiver, State and Federal funds and any third party support pursuant to State, rule order or by contract.

"Case Management" means the linking and coordination of services across family agency and professional lines to develop and attain goals and objectives embodied in the Individual Habilitation Plan. It involves monitoring and advocating for the individual's needs with individual and family participation.

"Challenge Grant" refers to a program in which the Division provides funds to an agency, which may be used in combination with other resources available to the individual, which will meet the individual's needs sufficiently to allow the individual to be removed from the waiting list.

"Child" means an individual under 18 years of age.

"Commissioner" means the Commissioner of the State Department of Human Services.

"Counseling" means advice or guidance provided by a person knowledgeable about services to individuals with developmental disabilities.

"Developmental disability" means a severe, chronic disability of an individual which:

1. Is attributable to a mental or physical impairment or combination of mental or physical impairments;

2. Is manifest before age 22;

3. Is likely to continue indefinitely;

4. Results in substantial functional limitations before the age of 22 in three or more of the following areas of major life activity that is;
    i. Self-care;
    ii. Receptive and expressive language;
    iii. Learning;
    iv. Mobility;
    v. Self-direction; and/or
    vi. Capacity for independent living or economic self-sufficiency; and

5. Reflects the need for a combination and sequence of special interdisciplinary or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and coordinated; and

6. Developmental disability includes but is not limited to severe disabilities attributable to mental retardation, autism, cerebral palsy, epilepsy, spina bifida and other neurological impairments where the above criteria are met.

"Director" means the Director of the Division of Developmental Disabilities.

"Educational and related services" means those services and programs and/or therapies that are provided to a pupil in association with a free appropriate education.

"Family support" means those services described under N.J.A.C. 10:46A.

"Guardianship services" means those services and programs provided by the Division for the purpose of implementing its responsibility toward the individual with developmental disabilities for whom it is performing the services of guardianship of the person.

"Home adaptation" means renovations to the home within resources available to the Division to accommodate a person's physical or sensory disability.

"Intake team" means at least two staff, one of whom is the intake worker and one who is a psychologist, who are responsible to determine the eligibility criteria contained in N.J.A.C. 10:46 have been met.

"Medical information" means reports that have been provided by licensed practitioners which demonstrate the existence of a developmental disability as well as the individual's current physical condition and significant medical history.

"Mental illness" means a current substantial disturbance of thought, mood, perception or orientation which significantly impairs judgment, behavior or capacity to recognize reality but does not include simple alcohol intoxication, transitory reaction to drug ingestion, organic brain syndrome or developmental disability (PL 1987, c116).

"Mental impairment" means impairment in cognitive, neurological, sensory or cerebral functioning resulting from other than mental illness.

"Personal care" means assistance in essential daily activities such as bathing, dressing, transferring, toileting, feeding, grooming and hygiene.

"Primary residence" means the individual's living arrangement as follows: if he or she lives independently; if the individual resides with his or her family; or the residence of his or her family that is the home of record for official purposes (that is, voter registration, income tax, census, etc). Second homes or privately made residential placements cannot be considered to be a primary residence.

"Regional Administrator" means the staff member with administrative authority over community operations within several counties who oversee intake teams.

"Rehabilitation technology" means services which provide a systematic application of engineering methodology or scientific principles to meet the needs of, and address the barriers confronted by, individuals in areas that include education, employment, transportation, independent living, and recreation.

"Resident" means a person who is a domiciliary of New Jersey for other than temporary purpose and who has expressed an intention to have his or her primary residence in the State.

"Respite services" means a short-term arrangement to provide relief to the primary caregiver(s) from continuous care of the person.

"Self-determination" means a service delivery system which allows an individual with developmental disabilities, in conjunction with his or her legal guardian, if any, family and selected friends to identify appropriate services and supports and determine how an individual budget, as well as personal, family and community resources, can be used to develop a support plan which may include living arrangements such as shared living,

supported living and other individualized housing and allow the individual to be an integral part of their community.

"Supported employment" means paid employment for person with developmental disabilities who, because of his or her disability, need ongoing support to perform in a work setting. Supported employment is conducted in work sites in which people without a disability are employed.

"Supported living" means a form of community residence as defined at N.J.A.C. 10:44A-1.3 in which the individual is responsible to pay for his or her room and board.

"Support services" means services provided to developmentally disabled individuals and their families that are generally of short term duration, or are a specific type of care, treatment, training, assistance or device that will help the individual avoid the need for more intensive care which would require coordination of a sequence of generic or specialized services.

"Team" means two or more Division employees and/or professionals holding appropriate certification and/or licensure in their respective fields who review recommendations regarding eligibility. The professions represented on the team may vary according to the presenting need for services. At least one member of the team shall have at least one year of experience in working with the developmentally disabled and have the following qualifications:

a. A doctor of medicine or osteopathy.
b. A registered nurse.
c. A professional program staff person who is licensed, certified or registered, as applicable. If the professional program staff do not fall under the jurisdiction of State licensure, certification or registration requirements, he/she shall meet the following qualification:

    i. To be designated as an occupational therapist, an individual shall be eligible for certification as an occupational therapist by the American Occupational Therapy Association or another comparable body.

    ii. To be eligible as an occupational therapy assistant, an individual shall be eligible for certification as a certified occupational therapy assistant by the American Occupational Therapy Association or other comparable body.

    iii. To be eligible as a physical therapist, the individual shall be eligible for certification as a physical therapist by the American Physical Therapy Association or other comparable body.

    iv. To be eligible as a physical therapist assistant, an individual shall be eligible for registration by the American Physical Therapy Association

or be a graduate of a two year college level program approved by the American Physical Therapy Association or other comparable body.

v. To be designated as a psychologist, an individual shall have at least a master's degree in psychology from an accredited school.

vi. To be designated as a social worker, an individual must:
A. hold a graduate degree from a school of social work accredited or approved by the Council on Social Work Education or another comparable body; or

B. hold a Bachelor of Social Work degree from a college or university accredited or approved by the Council on Social Work Education or another comparable body.

vii. To be designated as a speech language pathologist or audiologist, an individual shall:

A. be eligible for a certificate of clinical competence in Speech Language Pathology or Audiology granted by the American Speech Language Hearing Association or other comparable body; or

B. meet the educational requirements for certification and be in the process of accumulating the supervised experience required for certification.

viii. To be designated as a professional recreation staff, an individual shall have a bachelor's degree in recreation or in a specialty area such as art, dance, music or physical education.

ix. To be designated as a professional dietitian, an individual shall be eligible for registration by the American Dietetics Association.

x. To be designated as a human services professional, an individual must have at least a bachelor's degree in a human services field (including but not limited to: sociology, special education, rehabilitation, counseling and psychology).

"Residential Placement" means that the individual's living arrangement is funded, fully or partially, by the Division in an appropriately licensed program including, but not limited to, community residences as defined in N.J.A.C. 10:44A, private licensed facilities for persons with developmental disabilities, as defined in N.J.A.C. 10:47 and appropriately licensed out-of-State facilities under contract with the Division.

"Waiver services" means those services not usually provided under the Medicaid program as long as those services are required to keep a person from being institutionalized. Under Federal law, Home and Community-Based Services waivers (HCBS), also known as 1915(c) waivers for the section of the Social Security Act, allow states the flexibility to develop and implement alternatives to placing Medicaid eligible individuals in hospitals, nursing facilities and Intermediate Care Facilities for the Mentally Retarded (ICF/MR). In New Jersey the HCBS waiver for people with developmental disabilities is called the Community Care Waiver. The Community Care Waiver allows the Division of Developmental Disabilities to provide services to an individual who, but for the provision of community services, would require the level of care in an Intermediate Care Facility for the Mentally Retarded/Developmentally Disabled (ICF/MR-DD). This ICF/MR-DD level of care is generally defined to mean that the individual is substantially functionally limited in three of six major life areas – also known as Activities of Daily Living (ADL) – one of which must be self-care. New Jersey has also chosen to use the higher income standard of institutionalized individuals for those who also receive services in the community, under the Community Care Waiver. This higher income standard of 300 percent of the Federal Benefit Rate for SSI allows individuals in the community with that income to receive waiver services. An individual must maintain their resources (assets) within the Medicaid eligibility limits, as of December 15, 2003, $2,000 for an individual. Waiver services may include any of the following or any other services covered under the application of the Community Care Waiver to the Federal government:

1. Case management;
2. Individual Supports;
3. Habilitation;
4. Respite Care;
5. Integrated therapeutic network; and
6. Environmental/Vehicle Accessibility Adaptations.

SUBCHAPTER 2. ELIGIBILITY CRITERIA

10:46-2.1 General eligibility

(a) An individual must be determined eligible for services under this chapter before the Division can provide services. In order to receive waiver services (a Federal Medicaid program), the individual and/or representative payee is responsible to make application for all benefits and comply with the requirements to continue eligibility for all benefits for which they are entitled, primarily the Medicaid DDD Community Care Waiver, Social Security and SSI. The individual is also responsible to maintain Medicaid eligibility by ensuring he or she has no more than $2,000 in cash assets.

(b) The individual is required to apply for these benefits, primarily the Medicaid DDD Community Care Waiver, Social Security and SSI and comply with all the

requirements of those programs, for which he or she may be eligible. If the individual is denied benefits and can take no action to become eligible for those benefits, he or she shall provide documentation of the denial to the Division, which shall be part of the client record. Eligibility for waiver services shall not be denied under these instances, if the other eligibility criteria are met.

(c) Individuals must keep assets below $2,000 in order to remain eligible for waiver services. If eligibility is lost because assets are over $2000, the individual or representative payee will be notified that they have 30 days to comply with the asset requirement, in order to continue in a waiver program. If the individual or representative payee does not comply, they will receive notification that they will no longer be eligible for waiver services if they do not reduce their assets below $2,000 within an additional 60 days. Loss of eligibility for the Medicaid DDD Community Care Waiver will mean the individual will be eligible for only those State-funded services that are available at that time. If at anytime during this period, the individual reestablishes eligibility by lowering their assets, the individual will be able to remain in the waiver service.

(d) When an individual receives residential services from the Division, they are also required to contribute to the cost of care and maintenance. The requirements and financial ability of the individual and that of their legally responsible relatives to contribute to the cost of care and maintenance are set forth in N.J.A.C. 10:46D, Contributions for Care and Maintenance Requirements.

(e) With regard to a child, the substantial functional limitation(s) shall be evaluated according to expectations based upon the child's chronological age.

(f) With regard to an individual who has entitlements to a free public education pursuant to N.J.S.A. 18A:1-1, et seq., who is otherwise eligible, the expenses of educational and related services shall not be borne by the Division.

(g) If a determination has been made by a local district board of education or a court of competent jurisdiction that an individual's educational needs can only be appropriately served in a living situation other than the individual's home, then the expenses of that residential placement shall not be borne by the Division.

(h) For applicants who present documentation of mental retardation, the criteria for establishing the presence of mental retardation shall be an IQ score of less than 70, demonstrated as follows:

1. The person has an IQ score of 60 to 69; and

    i. There is an impairment in adaptive behavior; and/or

ii. There is a chronic medical problem; and/or

iii. There is an impairment in behavioral, sensory or motor function and in the ability to perform basic skills; or

2. The person has an IQ score of 59 or below.

10:46-2.2 Residency

(a) It shall be the responsibility of the individual applying for eligibility, or his or her legal guardian, to establish residency in the State of New Jersey. Residency shall be determined in the following manner:

1. A competent individual applying for eligibility shall be a resident of the State if he or she lives in the State as his or her primary residence.

2. For minors, who are under 18 years of age, the place where the parents or legal guardian live shall determine the residence of the minor.

3. For adults, who are 18 years and older, incapacitated and have a general guardianship, the incapacitated individual's residence will be that of the legal guardian unless the conditions listed in (a) 3i below have been met. This paragraph also applies to persons placed as minors upon reaching 18 years of age.

i. For incapacitated individuals applying for services whose legal guardian lives outside New Jersey, the guardian shall document that the incapacitated individual has established residency by establishing:

(1) That the incapacitated individual lives in New Jersey;

(2) That the incapacitated individual did not relocate to New Jersey for the purpose of obtaining services from the State of New Jersey;

(3) Through good faith, that the incapacitated individual applying for services intends to live in New Jersey. Objective factors that provide evidence of good faith include:

A. The length and likely duration of the incapacitated individual's residence in New Jersey (that is, the individual has resided in New Jersey for more than

two years and he or she expresses no plans to move from New Jersey);

B. The incapacitated individual's financial or other connections to the locale (that is, the individual is employed locally, has local bank accounts, attends religious services); and

C. The incapacitated individual's subjective attachment to his or her living arrangements (that is, friends in the area, use of community recreational facilities).

(b) If the incapacitated individual is admitted to services and the guardian moves out-of-state, the incapacitated individual may remain in Division services. Additionally, the legal guardian is free to request a discharge from services or an interstate transfer.

(c) If any individual has been placed in the State of New Jersey and that placement is funded totally or partially by a public or private agency in another state, that individual shall not be considered a resident of New Jersey.

(d) For individuals applying for services whose legal guardian is in the U.S. military service, residency may be established when the guardian declares his or her home of record to be New Jersey.

(e) For individuals applying for services who are not U.S. citizens, the following must be satisfied to establish residency:

1. The individual must be a permanent alien resident, or his or her legal guardian must be a U.S. citizen or a permanent alien resident; and

2. The individual or his or her legal guardian must be a resident of New Jersey.

10:46-2.3 Presumptive Eligibility

(a) If the applicant appears to be eligible for services and manifests an emergency need for services from the Division, then such a person may be declared presumptively eligible by the Regional Administrator. The determination of presumptive eligibility shall be made within 5 days of the initial contact for services. The eligibility determination process shall be completed subsequent to the admission to service. If the person is found ineligible and has been receiving services under presumptive eligibility, immediate referral shall be made to the appropriate agency or agencies for services. That individual or his/her legal guardian shall be notified, in writing, that services will cease in 30 days.

(b) If the individual appeals the decision of ineligibility in accordance with N.J.A.C. 10:48-1, the individual may continue to receive services until a Final Decision is rendered by the Division Director.

10:46-2.4 Services

(a) Services for individuals with developmental disabilities means specialized services or specialized adaptations of generic services provided by a public or private agency, organization or institution and directed toward the alleviation of a developmental disability or toward the social, personal, physical or economic habilitation or rehabilitation of an individual with a developmental disability and includes case management, diagnosis, evaluation, treatment, personal care, domiciliary care, special living arrangements, training, vocational training, recreation, counseling of the individual with the disability and his family, information and referral services and transportation services.

(b) Respite service shall not be considered placement for the purposes of N.J.A.C. 10:46B.

(c) All information required under N.J.A.C. 10:46-3.3 shall be required if the applicant disagrees with the initial recommendation for support services or subsequent to the provision of support services, more intensive services are desired.

(d) Assistive devices may be made available to individuals who live independently, in the home of a relative or in a home licensed under N.J.A.C. 10:44B, as follows:

1. The assistive device is not available through an alternate funding source; and

2. Assistive devices shall remain the property of the Division.

(e) Home adaptation shall not be provided to individuals determined presumptively eligible. Home adaptation may be provided once the individual is found eligible for services.

(f) Respite services may be provided in the home or through a home licensed under N.J.A.C. 10:44A or 10:44B.

SUBCHAPTER 3. APPLICATION

10:46-3.1 Who May Apply

(a) Application for services under this chapter may be made by the following individuals:

1. An adult on his or her own behalf;

2. The parents or legal guardian of a minor;

3. An agency public, or private, on behalf of a minor of whom it has care and custody.

4. A court having jurisdiction over a minor;

5. The legal guardian of an adjudicated incapacitated adult; or

6. A court of competent jurisdiction on behalf of an adult individual who appears to be developmentally disabled.

(b) For applicants who apply for Family Support, the requirements of N.J.A.C. 10:46A shall apply.

10:46-3.2 Where to Apply for DDD Eligibility

(a) Application shall be made to a regional office of the Division. The initial contact may be made to an intake worker by telephone, in writing, or by appearing in person.

(b) If the intake worker determines that the request is for the services of the Division, he or she shall send or give the individual an application.

(c) If the intake worker determines that the request is for services not offered by the Division, the intake worker shall offer to refer the individual to an appropriate agency. If the individual wishes to pursue the services of the Division, the intake worker shall send an application and information concerning services.

(d) Applications shall be made to a regional office of the Division. Forms and instructions may be obtained by writing to or calling the appropriate regional office serving the county where the individual lives below:

Northern Regional Office

(serving Morris, Sussex and Warren Counties)
1-B Laurel Drive
Flanders, NJ 07836
(973) 927-2600
Fax: (973) 927-2689

(serving Bergen, Hudson and Passaic Counties)
100 Hamilton Plaza
Room 905
Paterson, NJ 07505
(973) 977-4004
Fax: (973) 279-5069

Upper Central Regional Office

(serving Somerset and Union Counties)
59 Main Street
West Orange, NJ 07052
(973) 324-2000
Fax: (973) 324-2022

(serving Essex County)
153 Halsey St., 2nd Floor
PO Box 47013
Newark, NJ 07101
(973) 693-5080
Fax: (973) 648-3999

Lower Central Regional Office

(serving Mercer, Middlesex and Hunterdon Counties)
109 North Broad Street
PO Box 706
Trenton, NJ 08625
(609) 292-4500
Fax: (609) 292-4219

(serving Monmouth and Ocean Counties)
Juniper Plaza, Suite 1-11
3499 Rt. 9 North
Freehold, NJ 07728
(732) 863-4500
Fax: (732) 863-4406

Southern Regional Office

(serving Burlington and Camden Counties)
2 Echelon Plaza
221 Laurel Road
Suite 210
Voorhees, NJ 08043
(856) 770-5900
Fax: (856) 770-5935

(serving Cumberland, Salem, Atlantic and Cape May Counties)
Route 30 & Elvins Avenue
Hammonton, NJ 08037
(609) 561-5070
Fax: (609) 561-1895

(e) If the individual for whom eligibility is sought does not live in New Jersey at the time of the application, the applicant shall indicate if they presently receive services from a state agency in the state where the individual resides. To apply

for services from the State of New Jersey under the Interstate Compact on Mental Health (N.J.S.A. 30:7B-1 et. seq.), the request shall be sent to the Regional Assistant Director, c/o Division of Developmental Disabilities, PO Box 726, Trenton, NJ 08625. The request shall be forwarded to the appropriate regional office for a determination of eligibility. All information required in N.J.A.C. 10:46-3 shall be provided. All notice requirements contained in N.J.A.C. 10:46-4.2 shall be followed

10:46-3.3 How to Apply

(a) Application shall be made on forms supplied by the Division.

(b) Minimum information submitted shall include, but not be limited to:

1. Social data, such as name, address, telephone number, social security number, and present living arrangement;

2. Medical information;

3. Present program or employment type;

4. Name, address and telephone number of the individual, if someone other than the person on whose behalf application is being made;

5. Presenting request, such as the specific services(s) that may be desired if known by the individual; and

6. Information for the individual's financial information sheet including basic information such as social security number and the amount and type of benefits received, and those documents as required in N.J.A.C. 10:46D, Contributions for Care.

(c) Accommodations shall be made available by the Division for applicants who cannot complete the application by him or her self. Applications may be taken in sites other than the regional office. Applications may be taken at any site which will facilitate the determination of eligibility.

(d) It is the responsibility of the applicant to cooperate with the Division in obtaining required records by signing consent to release of information forms and identifying individuals or agencies known by the applicant to be in possession of the needed records.

(e) An application shall be deemed complete when there is sufficient information to make a determination of eligibility.

10:46-3.4 Reapplication

(a) An individual who has been found ineligible by the Division may apply for services again at any time if:

1. The individual is under the age of 22 and he or she has obtained a new evaluation(s) which supports that the eligibility criteria are met; or

2. The individual is over the age of 22 and he or she has obtained a new evaluation(s) which clearly documents information directly related to the developmental period prior to age 22 which supports that the eligibility criteria are met.

(b) The individual shall provide a copy of that evaluation(s) for review by the Division. The Division shall review the evaluation and notify the individual within 30 working days whether a new application for services will be accepted.

(c) As used in this section, "evaluation" means a formal assessment using standardized measures by a professional, such as a physician, psychologist or other individual who can appropriately evaluate the individual's condition to determine whether the individual has a developmental disability.

SUBCHAPTER 4. DETERMINATION PROCESS

10:46-4.1 Determination

(a) A Division intake worker shall begin a case file upon receipt of an application for determination of eligibility for services.

(b) The intake worker shall assist in completion of the application upon request of the applicant.

(c) Upon receipt of an application including all necessary documentation, the intake team shall make a decision, in writing, based upon specific findings regarding eligibility pursuant to N.J.A.C. 10:46.

(d) The intake team may make a decision concerning eligibility. If there is a question of eligibility, the intake team may:

1. Conduct a face to face interview within 30 days if additional information is needed; or

2. Request peer consultation in reaching a final decision.

(e) The decision of the intake team(s) shall be communicated, in writing, within 10 working days and shall be based upon specific findings.

10:46-4.2 Notice requirements

(a) Division staff shall notify the applicant, in writing, of the status of the eligibility determination no more than 60 days from receipt of an application for determination of eligibility for services.

(b) If the eligibility decision cannot be made within 60 days from receipt of an application for determination of eligibility for services, the applicant shall be advised, in writing, as to the specific reasons why a determination cannot be made, and shall be informed of the status of the applicant at least every 30 days. The written notice shall include the name and telephone number of a Division staff member for the person to contact regarding services.

(c) If the applicant is determined eligible, Division staff shall notify the applicant, in writing, within 10 working days of the determination and such notice shall include information regarding the service(s) deemed most suitable by the intake worker or the intake team.

1. If the most appropriate services as determined by the intake worker or the intake team is not immediately available, the Division shall provide an alternate service.

2. The Division shall also place the eligible individual's name on a waiting list for day or residential services in accordance with N.J.A.C. 10:46C.

(d) If the individual is determined ineligible, the Division shall notify the individual, in writing, within 10 working days of the determination. Such notification shall include specific criteria that were not met by the individual, and shall also include information regarding the individual's right to appeal the determination pursuant to N.J.A.C. 10:48-1. The individual shall bear the burden of proof and the burden of persuasion.

SUBCHAPTER 5. OFFERS BY THE DIVISION

10:46-5.1 Offer of placement

When an individual receives residential services from the Division, as well as applying for benefits, they are also required to contribute to the cost of care and maintenance. The requirements and financial ability of the individual and that of their legally responsible relatives to contribute to the cost of care and maintenance are outlined in N.J.A.C. 10:46D, Contributions for Care.

SUBCHAPTER 6 APPEALS PROCESS

10:46-6.1 Appeals

(a) If the individual is determined by the Division not to meet the criteria for eligibility, the Division shall notify the individual in writing within 10 working days of the determination.

1. The notice shall include specific criteria which were not met by the individual.

2. The notice shall include information regarding the individual's right to appeal the determination of ineligibility pursuant to N.J.A.C. 10:48-1. Such appeals shall be deemed to be contested matters.

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Designating the State as an additional insured permits the Department to pay the premium should the insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.09 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively,

"laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.05 Set-Off for State Tax. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer (Provider Agency), partnership or S corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the

indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 Days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.06 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The contractor or subcontractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Except with respect to affectional sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed.

The contractor will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the

labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

The contractor and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for

conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Section 3.07 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.08 Financial Management System. The Provider Agency's financial management system shall provide for the following:

(a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;

(b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

(c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

(d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;

(e) accounting records supported by source documentation;

(f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and

(g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.09 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.10 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of $2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of $2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.11 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration or Termination.

IV. TERMINATION

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.02 Termination by the Department or Provider Agency. The Department or provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy

Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.09 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend

and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract close-out reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract confirmation letter may be sent by the Department's Contract Policy and Management Unit to the Provider Agency prior to the effective date of the Contract. The confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the Contract Policy and Management Unit. The Contract shall not be valid or binding and no payment(s), other than the Initial Advance Payment will be approved until the Contract Policy and Management Unit is in receipt of a properly executed confirmation letter.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter

may be initiated that follows the same procedure as the Contract confirmation letter.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the

amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special

State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains -15- pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: _____ (signature)

Jayne Press (type name)

TITLE: Executive Director (type)

PROVIDER AGENCY: Eastern Christian Children's Retreat (type)

DATE: 5/23/07

BY: _____ (signature)

_____ (type name)

TITLE: _____ (type)

DEPARTMENTAL COMPONENT: _____ (type)

DATE: _____

Contract Effective Date: 7/01/07

Contract Expiration Date: 6/30/08

Contract Number: 05BX08N

Contract Ceiling: $4,498,776

Federal ID#: 22-1921333

Provider Contact Individual: Jayne Press (Print Name)

MOUNTAIN AVENUE SUPERVISED APARTMENT

Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey

Municipality: WYCKOFF County: BERGEN

Sponsor: EASTERN CHRISTIAN CHILDREN'S RETREAT Developer:

Block: 443 Lot:: 49.04 Street Address 694 MOUNTAIN AVENUE

Facility Name: Mountain Ave Supervised Apartment

Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☒ Other – Please Specify: Supervised Apartment for developmentally disabledas licensed & regulated by DHS, DDD

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State – Amount $
- ☐ Balanced Housing – Amount $
- ☐ HUD – Amount $
- ☐ Federal Home Loan Bank – Amount $
- ☐ Farmers Home Administration – Amount $
- ☐ Development fees – Amount $
- ☐ Bank financing – Amount $
- ☒ Other – Please specify: Private

☐ Please provide a pro forma for proposed projects

# of total bedrooms 2

# of low-income residents 2

# of moderate-income residents

# of market residents

Residents qualify as low or moderate income?

X Yes No

Length of Controls: ____ years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

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

☐ CO Date: __/__/__

Indicate licensing agency:

☒ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: 6/30/2005 - 6/30/2006

Current License Date: 6/30/2007 - 6/30/2008

The following verification is attached:

- ☐ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? X Yes No

Age-restricted? Yes X No

Population Served (describe): People with developmental disabilities

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

Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS/DCA waiting list
- ☐ Other (please specify):

CERTIFICATIONS

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

Certified by: Project Administrator Date 10/10/07

Certified by: Municipal Housing Liaison Date

THIS IS A LEGALLY BINDING LEASE THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD, YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE LEASE. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS

House Lease

The words landlord and tenants include all landlords and all tenants under this lease.

LANDLORD Christian Health Care Center
301 Sicomac Avenue
Wyckoff, NJ 07481

TENANT Eastern Christian Children's Retreat

HOUSE (including grounds on which it is located) 694 Mountain Avenue
Hawthorne, NJ 07506

DATE OF LEASE: May 1, 2006 **RENT FOR TERM IS:** $14,400.00

The rent is payable in advance. On the first day of each month as follows: $1,200.00

TERM: 1 year (Subject to the enclosed terms)

BEGINNING: May 1, 2006 **ENDING:** April 31, 2007
Cancelable at the tenant's or landlord's option at any time with 30 days notice.

SECURITY: One (1) months rent

BROKER: The Landlord and Tenant recognize no one as the broker who brought about this lease.

Additional Agreements: Tenant responsible for utilities and snow removal. The tenant is to obtain and provide annual evidence of "tenant's" homeowners insurance for no less than $300,000 of liability coverage with landlord co-insured. Upon vacating the premises, home is to be left clean: bath and kitchen thoroughly cleaned; windows washed; ready for next occupant. During the last 90 days, a realtor's lockbox with front door key is to be installed for the purpose of showing the property during the usual business hours of the landlord. Tenant acknowledges the existence of an easement to the Borough of Wyckoff and its agents. Tenant will not unreasonably prevent access to said easement.

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1. Possession and use

The landlord shall give possession of the house to the tenant for the term. The tenant shall take possession of and use the house only as a private residence or group home. The tenant shall not use the house for any business, professional, unlawful or hazardous purpose. The tenant must not allow the house to be vacant for extended periods.

2. **Rent**

The tenant shall pay the rent to the landlord at the landlord's address.

3. **Additional rent**

If the tenant fails to comply with any agreement in this lease, the landlord may do so on behalf of the tenant. The landlord may charge the cost to comply to the tenant as "additional rent." This includes reasonable attorney's fees incurred by the landlord as a result of the tenant's violation of any lease agreement. The additional rent gives the landlord the same rights against the tenant as if the tenant failed to pay the rent.

4. **Not used.**

5. **No assignment or subletting**

The tenant may not do any of the following without the landlord's written consent: (A) assign this lease, (B) sublet all or any part of the house or (C) permit any other person to use the house except as a temporary guest.

6. **Violation, eviction and re-entry**

The landlord reserves a right of re-enter which allows the landlord to end this lease and re-enter the house if the tenant violates any agreement in this lease. This is done by evicting. Eviction is a court procedure to remove a tenant. The landlord may also evict the tenant for any one of the other grounds of good cause allowed by law. Eviction is started by the filing of a complaint in court and the service of a summons on a tenant to appear in court. After obtaining a judgement for possession and compliance with the warrant of removal, the landlord may re-enter and take back possession of the house. If the cause for eviction is non-payment of rent, notice does not have to be given to the tenant before the landlord files a complaint. If there is any other cause to evict, the landlord must give the tenant the notice required by law before the landlord files a complaint for eviction.

7. **Damages**

The tenant is liable for all damages caused by the tenant's violation of any agreement in this lease. This includes reasonable attorney's fees and costs.

After eviction, the tenant shall pay the unpaid rent for the term or until the landlord re-rents the house, if sooner. If the landlord re-rents the house for less than the tenant's rent, the tenant must pay the difference until the end of the term. If the landlord re-rents the house for more than the tenant's rent, the tenant is not entitled to the excess. The tenant shall also pay (A) all reasonable expenses incurred by the landlord in preparing the house for re-renting and (B) commissions paid to a broker for finding a new tenant.

8. Quiet enjoyment

The landlord has the right to enter into this lease, if the tenant complies with this lease. The landlord must provide the tenant with undisturbed possession of the house.

9. Utilities and services

The tenant shall arrange and pay for all utilities and services furnished to the house, including the following:

a. heat
b. hot and cold water
c. electric
d. gas

The landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of services beyond the landlord's control. This does not excuse the tenant from paying rent or the landlord from promptly taking corrective action.

10. Tenant's repairs and maintenance

The tenant shall:

A. Pay for all repairs, replacements and damages caused by the act or neglect of the tenant, the tenant's family and domestic employees.

B. Keep and maintain the house and grounds in a neat, clean, safe and sanitary condition. Vehicles may be driven or parked only in the driveway or in the garage. The tenant shall not allow injury to the landscaping.

C. Take good care of the house and all equipment and fixtures in it.

D. Keep the furnace clean.

E. Keep the walks and driveway free from dirt, garbage, snow, and ice.

F. Keep nothing in the house which in inflammable, dangerous or might increase the danger of fire or other casualty.

G. Promptly notify the landlord when there are conditions which need repair, other than routine repair items that cost less than $100 each (these are the responsibility of the tenant).

H. Use all electric, plumbing, and other facilities safely.

I. Do nothing to cause cancellation or an increase in the cost of the landlord's fire or liability insurance.

J. Use no more electricity than the wiring or feeders to the house can safely carry.

K. Obey any written instruction of the landlord for the care and use of appliances, equipment, and other personal property in the house.

L. Do nothing to destroy, deface, damage, or remove any part of the house.

M. Do nothing to destroy the peace and quiet of the landlord, other tenants or persons in the neighborhood.

N. Promptly comply with all orders and rules of the Board of other authorities governing the house which are directed to the tenant.

O. Place any signs (business, political, or other) of any nature on the grounds without the landlord's prior written permission.

P. Not perform any work on the grounds, the house, or tenant's possessions on any Sunday.

11. Landlord's repairs

The landlord shall make any necessary repairs and replacements to the vital facilities serving the house within a reasonable time after receiving notice by the tenant provided that the anticipated cost of repairs is greater than $100 [see 10 (G)].

12. Access to house

The landlord shall have access to the house on reasonable notice to the tenant to (A) inspect the house; (B) make necessary repairs, alternations, or improvements; (C) supply services; (D) show it to possible buyers, mortgage lender, contractors and insurers.

The landlord may show the house to rental applicants at reasonable hours on notice to the tenant within 3 months before the end of the term.

The landlord may enter the house at any time without notice to the tenant in a case of emergency.

13. No alterations or installation of equipment

The tenant may not make any changes or additions to the house without the landlord's written consent. This rule includes but is not limited to:

a. Installation of paneling, flooring, built-in decorations, partitions, moldings, or any other fixture drilled into or attached to the floors, walls, or ceilings.

b. Installation of any locks or chain-guards.

c. Painting, wallpapering, or other decorations.

d. Installation of any equipment or wiring.

e. Change in the plumbing, cooking, air conditioning, electrical or heating systems.

All changes or additions made with the landlord's written consent shall become the property of the landlord when completed and paid for by the tenant. They shall remain as part of the house at the end of the term unless the landlord demands that the tenant remove them. The tenant shall promptly pay all costs of any permitted changes and additions. The tenant shall not allow any mechanic's lien or other claim to be filed against the house. If any lien or claim is filed against the house, the tenant shall have it promptly removed.

14. Fire and other casualty

The tenant shall notify the landlord at once of any fire or other casualty in the house. The tenant is not required to pay rent when the house is unusable. If the tenant uses part of the house for living purposes, the tenant must pay rent pro-rated for the usable part.

If the house is partially damaged by fire or other casualty, the landlord shall repair it within a reasonable time. This includes the damage to the house and fixtures installed by the landlord. The landlord need not repair or replace anything installed by the tenant.

Either party may cancel this lease if the house is so damaged by fire or other casualty that it cannot be repaired within 90 days. If the parties cannot agree, the opinion of a contractor chosen by the landlord and the tenant will be binding on both parties.

This lease shall end if the house is totally destroyed. The tenant shall pay rent to the date of destruction.

If the fire or other casualty is caused by the act or neglect of the tenant, the tenant's family or domestic employees, the tenant shall pay for all repairs and all other damages.

15. Liability of landlord and tenant

The landlord is not liable for loss, injury, or damage to any person or property unless it is due to the landlord's act or neglect. The tenant is liable for any loss, injury, or damage to any person or property caused by the act or neglect of the tenant, the tenant's family or domestic employees.

16. Subordination to mortgage

This lease and all renewals of this lease shall be subordinate to all present and future mortgages on the house and grounds. In a sale of the house and grounds arising out of a court proceeding known as foreclosure, the holder of a mortgage on the house and grounds may end this lease. The tenant

shall sign all papers needed to subordinate this lease to any mortgage on the house and grounds. If the tenant refuses, the landlord may sign the papers on behalf of the tenant.

17. Tenant's letter

At the request of the landlord, the tenant shall sign a letter stating that (A) this lease has not been amended and is in effect, (B) the landlord has fully performed all of the landlord's agreements in this lease, (C) the tenant has no rights to the house, except as stated in the lease, (D) the tenant has paid all rent to date, and (E) the tenant has not paid rent for more than 1 month in advance. The letter shall also list all the property attached to the house which is owned by the tenant.

18. Notices

All notices given under this lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise required by law, they may be given by (A) personal delivery, or (B) certified mail, return receipt requested. Notices shall be addressed to the landlord at the address written at the beginning of this lease and to the tenant at the house.

19. No waiver

The landlord's failure to enforce any agreement in this lease shall not prevent the landlord from enforcing the agreement for any violation occurring at a later time.

20. Survival

If any agreement in this lease is contrary to law, the rest of the lease shall remain in effect.

21. Renewal lease

The landlord must offer the tenant a renewal lease to take effect at the end of the term unless the landlord has good cause as defined by law. The renewal lease may contain reasonable changes, including any change in the term. If the landlord must offer a renewal lease, the landlord shall notify the tenant of the renewal lease at least 120 days before the end of the term unless the tenancy is month-to-month. The tenant must notify the landlord at least 90 days before the end of the term. If the tenant fails to notify the landlord of the tenant's acceptance, it will be considered a rejection. If the tenant does not accept the renewal lease, the tenant must vacate the house at the end of the term.

22. Furniture

The house is leased in an unfurnished condition.

23. End of term

At the end of the term, the tenant shall (A) leave the house clean, (B) remove all of the tenant's property, (C) repair all damage including that caused by moving, and (D) vacate the house and return

it with all keys to the landlord in the same condition as it was at the beginning of the term, except for normal wear and tear.

24. Not used.

25. Binding

This lease is binding on the landlord and the tenant and all parties who lawfully succeed to rights or take their places.

26. Full agreement

The parties have read this lease. It contains their full agreement. It may not be changed except in writing signed by the landlord and tenant.

27. Attorney review

1. Study by attorney: The tenant or the landlord may choose to have an attorney study this lease. If an attorney is consulted, the attorney must complete his or her review of the lease within a three-day period. This lease will be legally binding at the end of this three-day period unless an attorney for the tenant or the landlord reviews and disapproves of the lease.

2. Counting the time: Three days are counted from the date of delivery of the lease to the tenant and the landlord. Saturday, Sundays, or legal holidays are not counted. The tenant and the landlord may agree in writing to extend the three-day period for attorney review.

3. Notice of disapproval: If an attorney for the tenant or the landlord reviews and disapproves of this lease, the attorney must notify the broker(s) and the other party named in this lease within the three-day period. Otherwise, this lease will be legally binding as written. The attorney must then send notice of disapproval to the broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the broker's office. The attorney may also, but not need to, inform the broker(s) of any suggested revision(s) in the lease that would make it satisfactory.

SIGNATURE

The landlord and the tenant agree to the term of this lease by signing below. If a party is a corporation, this lease is signed by a corporate officer.

As to Landlord
Kevin A. Stagg
EVP and CFO

Christian Health Care Center
Landlord

As to Tenant
Jayne Press
Executive Director

Eastern Christian Children's Retreat
Tenant

FAIR SHARE PLAN

FAIR SHARE PLAN

Description of Obligation

Table I presents the entire cumulative fair share obligation for Wyckoff Township, including the prior round obligation, the rehabilitation obligation determined by COAH based upon the 2000 Census, and the third round obligation as determined by COAH based upon COAH's projections of household and employment growth within the Township between 2004 and 2018.

TABLE I
TOTAL CUMULATIVE AFFORDABLE HOUSING OBLIGATION

Prior Round Obligation	221
Rehabilitation Obligation	36
Third Round Obligation	171
Total	**428**

The third round fair share obligation has been calculated by COAH based upon a growth projection of 639 new housing units, which, divided by 5, yields an obligation for 128 new affordable housing units, plus 691 new jobs, which, divided by 16, yields an obligation for 43 affordable housing units, for a total of 171 affordable housing units that will be required to meet the third round fair share obligation yielded by COAH's projections. At least half of these units must be provided as family housing units, available to the general public.

Wyckoff has recalculated its growth share obligation, both by subtracting certain exclusions from the COAH projections (the affordable and market components of the Hekemian/Boulder Run project, which had been included in a different format in the Township's two previous prior round Housing Elements and Fair Share Plans) and by adjusting for insufficient vacant land to accommodate the third round projections but accounting for the obligation generated by growth in Wyckoff Township between January 1, 2004, and the present. Appendix D to the Housing Element presents Workbook C which details the recalculation of Wyckoff Township's third round fair share obligation.

As a result of the analysis of vacant land capacity and the analysis of growth to date, Wyckoff has the following adjusted cumulative third round fair share obligation, as presented in Table II below:

TABLE II
ADJUSTED CUMULATIVE AFFORDABLE HOUSING OBLIGATION

Rehabilitation Share	**36**
Prior Round	**221**
Residential Adjusted Third Round	30
Non-Residential Adjusted Third Round	46
Total Adjusted Third Round	**76**
Total Adjusted Cumulative Obligation	**333**

Because the adjusted third round number of 76 is more than 10% below COAH's projections, even after subtracting the exclusions, Wyckoff is entitled to the adjustment. The adjusted number has been used to guide the formulation of Wyckoff's new Third Round Housing Element and Fair Share Plan.

Status of Prior Round Sites

Two sites that were included in the prior round Housing Element and Fair Share Plan - Sarna (Block 320, Lot 10.02) and Rockland Electric (Block 202, Lot 7.02) - are proposed to be deleted from the Third Round Housing Element and Fair Share Plan. Both of these sites are subject to severe environmental constraints and cannot be justified for retention in the plan. Moreover, the Township has been informed by Rockland Electric that they plan to build a new substation on their site within the next few years. The Appendices to the Housing Element provide the background and justification for the elimination of these two sites.

As to the other inclusionary development sites that were included in the prior round Housing Element and Fair Share Plan, Table III indicates their status and the credits Wyckoff is entitled to receive from them:

TABLE III

STATUS OF PRIOR ROUND AFFORDABLE HOUSING SITES AND CREDITS

Project Name	**Category**	**L/M Units/Credits**
Barrister Farms	Family Sales and RCA	17 sales units and 25 RCA
Snyder Farms	RCA	9 RCA
Fieldstone Manor (Moss Type)	Family Rentals	13 rental units plus 13 rental bonuses
Turtle Creek (Cervino)	Family Sales	4 sales units
Windmill Farms (Passaro Sheep Farm)	RCA	8 RCA
Wyckoff Commons (Jones)	Family Sales and RCA	2 sales units and 2 RCA
Sarna (undeveloped, zoned)	To be rezoned in Third Round Plan (no longer Inclusionary)	0
Rockland (undeveloped, zoned)	To be rezoned in Third Round (no longer inclusionary)	0
Abma (undeveloped, zoned)	Zoned Inclusionary	53 sales or 40 rentals, all family units (reduction of 53)
Hekemian/Boulder Run	Family Rentals	16 rental units by agreement plus 16 rental bonuses
Total		**178 (149 plus 29 rental bonuses)**

As the foregoing table indicates, even if the Abma Farms site were to be built out under the zoning currently in place, Wyckoff still comes up 43 units short of its prior round obligation.

Post Prior Round Credits

This shortfall is more than fully addressed with the units created at Eastern Christian Children's Retreat and with the units at the Christian Health Care Center. The Appendices to the Housing Element include the crediting documentation COAH requires for these units.

TABLE IV
ADDITIONAL CREDITS FROM DEVELOPMENTS
NOT INCLUDED IN SECOND ROUND PLAN

CHCC - Evergreen Court	Age Restricted Rentals	24 age-restricted rental units plus 4 rental bonuses on 12 of these units
CHCC - Longview	Assisted Living (Age-Restricted)	12 age-restricted rental units
ECCR - Holly Lodge	Group Home for Dev. Dis. Adults	4 (bedrooms) plus 4 rental bonuses
ECCR - Oak Lodge	Group Home for Dev. Dis. Adults	4 (bedrooms) plus 4 rental bonuses
ECCR - Willow Lodge	Group Home for Dev. Dis. Adults	4 (bedrooms) plus 4 rental bonuses
ECCR - 694 Mountain Avenue	Supervised Apt. for Dev. Dis. Adults	2 (bedrooms) plus 2 rental bonuses
Total		**68 (50 plus 18 rental bonuses**

Effect of Prior Round Status and Crediting on Prior Round Obligation

Based on the as yet unbuilt site (Abma Farm) that is being retained in the plan from the prior round Housing Element and Fair Share Plan, and based on the additional affordable housing units created at Christian Health Care Center and by Eastern Christian Children's Retreat, the Township is theoretically entering its Third Round with a 25 unit surplus of credits (assuming the development of 53 affordable units at the Abma Farm site). However, COAH will undoubtedly treat the Abma Farm site as a third round site, since it has NOT yet developed, and COAH requires that credits for existing developments be applied to the prior round obligation first. ***Under this scenario, the Township will still have a 28 unit deficit in its second round obligation.***

Apart from the deficit in the total number of units completed toward fulfillment of the prior round obligation, the Township's prior round plan with the substitution of built projects for the remaining zoned but as yet unbuilt project (Abma Farm) otherwise satisfies all of COAH's requirements regarding rental units, age-restricted units and RCA units.

According to COAH's Rules, the maximum number of units that can be age-restricted in the third round is, as it was in the prior round, 25% of the third round obligation, or, in Wyckoff's case, 19 units, which is 25% of the adjusted third round obligation. The Township is not proposing any new inclusionary age-restricted housing developments at this time.

The Township has a third round rental obligation of 19 units, which is 25% of the 76 unit adjusted fair share obligation. If the rental obligation is fully satisfied, with at least 50% of the rental units being family rental units available to the general public, the Township will be

eligible to receive rental bonuses at the rate of two credits (one being the rental bonus) for each excess family rental unit over and above those counted toward fulfillment of the rental obligation that is available to the general public. Bonus credits for excess rental units and for certain other mechanisms in COAH's Rules may be used to satisfy up to 25% (or 19 units) of the adjusted third round obligation.

Based upon the new amendments to the Fair Housing Act, the Township also has an obligation to provide very low income housing. At least 13% of all affordable housing units created to satisfy the third round obligation must be affordable to households earning 30% or less of median income, and at least 50% of this very low income housing must be in the form of family units available to the general public. *In Wyckoff's case, the very low income housing obligation would be 8 units, which is 13% of 57 new units, assuming the Township's plan results in 100% rental units (and thus the opportunity to capture bonus credits rather than build additional units).*

Overview of Third Round Compliance

Wyckoff's strategy for meeting its adjusted third round obligation and also fulfilling the balance of its prior round obligation is threefold:

First, Wyckoff will create a rental rehabilitation program for the Township and contract with Bergen County Community Development to administer that program, along with the owner-occupied rehabilitation program it now runs for all Bergen County municipalities.

Second, the Township is proposes that the Abma Farm site, which is being retained in the plan, be rezoned to increase the densities and set-asides consistent with COAH's third round densities and set-asides. The density of a project containing for sale affordable units would be increased to 11 units per acre, and the density of a project containing rental affordable units would be increased to 14 units per acre, compared to the current density of 10 units per acre overall. The set-asides of 20% for affordable sales units and 15% for affordable rental units will also be increased to 25% and 20% respectively. In this way, the Abma Farm site, when it develops, will yield a total of either 74 for sale affordable units or 75 affordable rental units, enough to cover not only the 28 unit balance on the second round obligation, but also enough to provide either 46 or 47 affordable units toward the third round obligation, depending upon whether the units are for sale or for rent.

The proposed zoning amendment also provides a substantial additional incentive to do rental units, which maximizes the bonus credits the Township will be entitled to use in fulfillment of its third round obligation.

Third, the Township is proposing to undertake, as a later phase of compliance, a 100% affordable family rental Municipal Construction/Redevelopment project on an as yet unnamed site to be acquired by the municipality and developed by a qualified provider of 100% affordable family rental housing. At this time, the target number of units to be developed in this way is 30 units.

If the Abma site does not develop with rental units, the Township will still be able to meet its 19 unit rental obligation through its Municipal Construction/Redevelopment project, and earn 11 bonus credits for the excess rental units, as well.

In either case, the Township will be able to meet its entire third round fair share obligation and also the remaining balance of its prior round obligation, with substantial surpluses in either case.

Rehabilitation

Wyckoff Township has a rehabilitation share of 36 units, but 6 units have been rehabilitated in the Township since April 1, 2000, leaving 30 more units remaining to be rehabilitated.

Wyckoff will execute an Interlocal Agreement with BCCD to administer rental units in Wyckoff as part of its Housing Rehabilitation program. Wyckoff will fund the rental portion of the rehabilitation program, since the Home Improvement funding that BCCD uses does not cover rental units, but BCCD will undertake the administration of the rental rehabilitation program in Wyckoff for a modest administrative fee. The schedule for rehabilitation of six (6) rental units is set forth in the Spending Plan. Should additional rental units qualify for rehabilitation or should the cost of rehabilitating a rental unit exceed $10,000.00 in hard costs, the Township will supplement the program with additional funds.

The Appendices to the Fair Share Plan include a copy of a proposed Rehabilitation Manual covering both owner-occupied and renter-occupied units. Additionally, a proposed Interlocal Agreement with BCCD is included in the same Appendix.

Abma Farm Inclusionary Zoning

The Abma Farm site is currently zoned for inclusionary residential development at a density of 10 units per acre. By increasing the zoning of this 27+ acre site to 14 units per acre, with rental affordable units and 11 units per acre, with affordable units for sale, the site is likely to be more attractive for inclusionary residential development than perhaps it has been in the past. Moreover, by coupling the increased density with increased set-asides, consistent with COAH's current Rules (at 25% for affordable sales units and 20% for affordable rental units instead of 20% and 15%, respectively), its yield, in terms of the number of potential affordable units generated, will be substantially greater, as outlined above, covering both the prior round shortfall and a substantial portion of the third round obligation.

The Appendices to this Fair Share Plan include a proposed Zoning Amendment applicable to the Abma Farms site. The justification for retaining this site in the Township's plan is presented in the Appendices to the Housing Element.

100% Affordable Housing/Municipal Construction/Redevelopment Project

A 100% affordable family rental housing Municipal Construction/Redevelopment project will be initiated in 2013 and completed by 2017, at the latest. The Appendices to this Fair Share Plan include a schedule for the initiation and completion of this project.

The Municipal Construction/Redevelopment project is currently targeted at a minimum of 30 affordable family rental units (but this could be increased, if growth exceeds the current adjusted fair share number for the third round). This project would satisfy the Township's entire rental obligation, in the event Abma does not develop as a rental project, and would entitle the Township to rental bonuses for each rental unit over the 19 unit rental obligation (11 bonuses).

If before the start of the Municipal Construction/Redevelopment project, the Abma Farm develops as a rental project, or other affordable housing opportunities open up, then the scope of the Municipal Construction/Redevelopment project may be able to be adjusted accordingly, subject to COAH's approval and the needs of the program itself. As is customary for 100% affordable municipal construction projects, Wyckoff will contract with an experienced affordable housing developer who will obtain the funding, design, build, market and manage the units in the development.

The Appendices to this Fair Share Plan include the required detailed timetable for completing tasks such as site identification, site control, a contract with a developer or redeveloper, preparation of a pro forma, securing funding, etc.

Affordable Housing Ordinance and Affirmative Marketing Plan

The Township will adopt a new Affordable Housing Ordinance and Affirmative Marketing Plan that will be applicable to all new and existing affordable housing units within Wyckoff.

The proposed Affordable Housing Ordinance and Affirmative Marketing Plan are included in the Appendices to this Fair Share Plan.

Development Fee Ordinance and Spending Plan

A proposed Development Fee Ordinance and Spending Plan have been prepared.

The Development Fee Ordinance is consistent with COAH's current Rules and its most recent model Development Fee Ordinance.

The Spending Plan outlines the anticipated collection and distribution of mandatory development fees and in lieu contributions and the Township's proposals for spending the money that comes into the Affordable Housing Trust Fund. ***In general, funds in the Affordable Housing Trust Fund will be spent for rehabilitation and administration and, to the extent that sufficient***

funds are available, to offset and reimburse the Township for the costs of acquiring land and implementing the municipal construction project.

Bonus Credits

The Housing Element portion of this document describes the bonus credits to which Wyckoff expects to be entitled as a result of the excess rental units in the plan.

Very Low Income Housing

Wyckoff Township is obligated to provide 13% of all of the units *built in fulfillment* of the third round obligation as very low income housing units (affordable to households earning 30% or less of median income), and at least half of these have to be very low income units available to family households. As previously stated, this means that Wyckoff will be required to provide ***at least*** 8 very low income units as part of its plan.

Under the Uniform Housing Affordability Controls (UHAC) adopted by COAH, at least 10% of all affordable units in a rental project are required to be affordable to very low income households. If the Abma Farm develops as a rental project, providing 75 affordable rental units, 7-8 of these affordable units would be required to be very low income units, and all of these could be allocated to the third round, since very low income housing was not a requirement of the prior round. This would essentially fulfill Wyckoff's very low income housing requirement.

If Abma Farm develops with for sale units, however, the burden will fall to the Township to provide most of the very low income units needed in the context of its own 100% affordable Municipal Construction/Redevelopment project.

Summary

Wyckoff Township will address its entire current cumulative affordable housing obligation as follows:

Prior Round Obligation	221 new units	Balance of obligation to be addressed with first 28 units constructed at Abma Farm site.
Rehabilitation Obligation	36 units	6 units previously rehabilitated; balance to be addressed through a 30 unit rehabilitation program to be administered by Bergen County Community Development.

		Phase One
Third Round Obligation	76 units	Portion of obligation to be addressed with 46-47 units (not allocated to prior round) at Abma Farm - potential for 19 rental bonuses (if developed as rentals).
		Phase Two
		30 affordable family rental units on an as yet unnamed site developed for 100% affordable Municipal Construction/Redevelopment project plus 11 rental bonuses if not taken on Abma Farm development = 41 credits.
	Third Round Subtotal:	minimum of 87 units/credits (surplus of 11); maximum of 96 units/credits (surplus of 20).
	TOTAL:	344 - 353 units/credits (surplus of 11-20 credits)

The foregoing plan provides sufficient flexibility so that if Wyckoff should experience unexpected growth, there is room to accommodate the additional affordable housing obligation generated by that growth. Alternatively, if the choice of sites for a 100% affordable Municipal Construction/Redevelopment project is limited to sites that cannot support as many as 30 units, the Township can downsize the project without being out of compliance with its growth share obligation.

The Appendices to this Housing Element and Fair Share Plan include the documentation and support required by COAH for each of the foregoing programs, including a new Affordable Housing Ordinance, a new Affirmative Marketing Plan and the Township's proposed Development Fee Ordinance and Spending Plan.

Wyckoff has successfully administered its own affordable housing program through its Affordable Housing Project Team. It will continue to do so, subject to changes in COAH's Rules and in the Uniform Housing Affordability Controls (UHAC). A copy of the Township's Manual is on file with COAH.

FAIR SHARE PLAN
APPENDICES

APPENDIX A
PROPOSED AFFORDABLE HOUSING ORDINANCE

Ordinance No. ____-__-__
Affordable Housing Ordinance
Township of Wyckoff, Bergen County

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF WYCKOFF, NEW JERSEY, TO ADDRESS THE REQUIREMENTS OF THE COUNCIL ON AFFORDABLE HOUSING (COAH) REGARDING COMPLIANCE WITH THE TOWNSHIP'S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

BE IT ORDAINED by the governing body of the Township of Wyckoff, Bergen County, New Jersey, that the Code of the Township of Wyckoff, New Jersey, is hereby amended to include provisions addressing the Township's constitutional obligation to provide for its fair share of low- and moderate-income housing, consistent with N.J.A.C. 5:97-1, et seq., as may be amended and supplemented, and N.J.A.C. 5:80-26.1, et seq., as may be amended and supplemented, and pursuant to the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.

The Wyckoff Township Planning Board has adopted a 2008 Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the methods by which Wyckoff Township shall address its fair share for low- and moderate-income housing as determined by the Council on Affordable Housing (COAH) and as outlined in the Housing Element and Fair Share Plan. This Ordinance is part of and implements the balance of the Fair Share Plan and addresses the requirements of N.J.A.C. 5:97-1, et seq., as may be amended and supplemented.

The Township of Wyckoff shall file monitoring reports with COAH in accordance with N.J.A.C. 5:96 et seq. regarding the status of the implementation of the Housing Element and Fair Share Plan. Any report filed by Wyckoff Township with COAH and any report prepared by COAH in response shall also be available to the public at the Township of Wyckoff, Office of the Township Clerk, Memorial Town Hall, Scott Plaza, 340 Franklin Avenue, Wyckoff, New Jersey, 07481, at the COAH offices at P.O. Box 813, 101 South Broad Street, Trenton, New Jersey 08625-0813 and on COAH's website.

Section 1. Municipal Fair Share Obligation

The Township of Wyckoff has a third round fair share obligation consisting of a 221 unit prior round obligation, a 36 unit rehabilitation obligation, which has been partially addressed, and a 76 unit adjusted growth share obligation. Notwithstanding the fact that the Housing Element and Fair Share Plan have been prepared based upon an adjusted projection of the third round growth share obligation, the actual third round growth share obligation will be determined based on the

actual development that occurs between January 1, 2004, and December 31, 2018, calculated at the rate of one affordable housing unit for every four market rate residential units constructed and at the rate of one affordable housing unit for every 16 jobs created through the development or expansion of non-residential floor area in accordance with the schedule presented in Appendix D of COAH's Substantive Rules (N.J.A.C. 5:97).

Section 2. Definitions

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

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

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

"Administrative agent: means the entity responsible for the administration of affordable units in accordance with this Ordinance, N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC (N.J.A.C. 5:80-26).

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

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

"Affordable" means, a sales price or rent level that is within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9 and in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

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

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

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

"Affordable unit" means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

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

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

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

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

"COAH" means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

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

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

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

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-

residential structure to residential use and the creation of new affordable units through the reconstruction of a vacant residential structure.

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

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

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

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

"Median income" means the median income by household size for the applicable housing region, as adopted annually by COAH.

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

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

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

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

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

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

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with

allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

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

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

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

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

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

Section 3. Affordable Housing Programs

Wyckoff Township has determined that it will use the following programs to satisfy its remaining prior round affordable housing obligation and its third round affordable housing obligation, which programs are identified and more fully described in the adopted 2008 Third Round Housing Element and Fair Share Plan:

1. A rehabilitation program covering at least 30 units that will be available to owner-occupied and rental units alike. See Section 4.

2. Inclusionary residential development on a previously certified site (Lot 4, Block 202), but at increased densities than the site is currently zoned for and with higher set-asides, consistent with COAH's current Rules.

3. A 100% affordable family rental housing Municipal Construction/Redevelopment project.

4. The following general guidelines apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units. All developers and providers of affordable housing units in the Township of Wyckoff shall consult COAH's Rules and UHAC for requirements specific to the type of affordable housing development proposed.

Section 4. Rehabilitation

Wyckoff's rehabilitation program will result in the rehabilitation of up to 30 deficient housing units occupied by low- and moderate-income households within Wyckoff Township. It is the Township's intention to fund the rental rehabilitation component of this program, preliminarily estimated to be not more than six (6) rental units and to ensure that sufficient improvements to the rental units such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28. The owner-occupied rehabilitation program will continue to be administered by Bergen County Department of Community Development.

1. Wyckoff Township will contract with Bergen County Community Development (BCCD) to act as the Rehabilitation Administrator for the Township's rental rehabilitation program.

2. Both owner-occupied and renter-occupied units shall be eligible for rehabilitation funds.

3. All rehabilitated units shall remain affordable to low- and moderate-income households for a period of 10 years (the control period). For owner occupied units, the control period shall be enforced with a lien, and, for renter occupied units, the control period shall be enforced with a deed restriction.

4. Wyckoff Township shall dedicate funds based on a minimum of $10,000 for each rental unit to be rehabilitated through the rehabilitation program, at the rate of $10,000 per year for the first six (6) years, with a minimum of $50,000 to have been authorized and available by December 1, 2013. All of the $10,000 authorized herein (or any additional amount) shall be utilized for the hard costs of rehabilitation. The cost of the Rehabilitation Administrator's services shall be over and above the hard cost of the rehabilitation.

5. The Township of Wyckoff shall adopt a resolution committing to fund any shortfall in its rehabilitation program, including any shortfall caused by more than six (6) qualified renter-occupied units or rehabilitation hard costs exceeding the $10,000 minimum.

6. The Township of Wyckoff shall prepare a rehabilitation manual covering the rental rehabilitation program to be adopted by resolution of the governing body so as to ensure that COAH's rehabilitation program requirements are met. The manual shall be continuously available for public inspection in the Office of the Township Clerk, in the office of the Township's Affordable Housing Liaison, and in the office of the Rehabilitation Administrator.

7. Units in a rehabilitation program shall be exempt from N.J.A.C. 5:97-9 and UHAC, but shall be administered in accordance with the following:

a. Upon the initial rental of a vacant unit subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and to be affirmatively marketed pursuant to N.J.A.C. 5:97-9 and UHAC and in accordance with Wyckoff's Affirmative Marketing Plan.

b. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:97-9 and UHAC.

c. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

d. Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:97-9 and UHAC., except that households in owner occupied rehabilitation units shall be exempt from the regional asset limit.

Section 5. Permanent Supportive Living and Supportive Shared Living Housing

1. The administration of a supportive living housing facility shall be in compliance with N.J.A.C. 5:97-6.10, including the administration thereof in accordance with N.J.A.C. 5:97-9 and UHAC, with the following exceptions:

a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms shall be affirmatively marketed to individuals with special needs in accordance with a plan approved by COAH's Executive Director; and

b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, supportive living housing facilities shall have the appropriate controls on affordability in accordance with N.J.A.C. 5:97-9 and UHAC.

3. The service provider for a supportive living housing facility shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the supportive living housing facility.

Section 6. Inclusionary Zoning

1. Wyckoff Township has designated one site in its Housing Element and Fair Share Plan for inclusionary residential development, Lot 4, Block 202.

2. In this development and in any other existing or currently unanticipated inclusionary development, the following phasing schedule shall be followed for the delivery of the affordable housing units:

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

Section 7. New Construction

The following requirements shall be applicable to all inclusionary residential developments that include affordable housing and to any 100% affordable housing/Municipal Construction/Redevelopment projects within the Township of Wyckoff.

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

a. Affordable housing units constructed on each site shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

2) At least 30 percent of all low- and moderate-income units shall be two bedroom units;

3) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

4) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

1) An adaptable toilet and bathing facility on the first floor;

2) An adaptable kitchen on the first floor;

3) An interior accessible route of travel on the first floor;

4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor;

5) An interior accessible route of travel between stories within an individual unit, except that if all of the terms of paragraphs b.1) through b.4) above have been satisfied, an interior accessible route of travel shall not be required between stories within an individual unit; and

6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, or evidence that Wyckoff has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b) To this end, the builder of restricted units shall deposit funds within the Township of Wyckoff's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

c) The funds deposited under paragraph 6)b) above shall be used by the Township of Wyckoff for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate for the conversion of adaptable to accessible entrances to the Construction Official of the Township of Wyckoff.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township CFO or Township Treasurer, as applicable, who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by COAH.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 10 percent of all low- and moderate-income rental units shall be affordable to very low-income households.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

1) A studio shall be affordable to a one-person household;

2) A one-bedroom unit shall be affordable to a one and one-half person household;

3) A two-bedroom unit shall be affordable to a three-person household;

4) A three-bedroom unit shall be affordable to a four and one-half person household; and

5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

1) A studio shall be affordable to a one-person household;

2) A one-bedroom unit shall be affordable to a one and one-half person household; and

3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. 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.

j. The rent of low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

Section 8. Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.

2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

Section 9. Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

1. Provide an occupant for each bedroom;

2. Provide children of different sexes with separate bedrooms;

3. Provide separate bedrooms for parents and children; and

4. Prevent more than two persons from occupying a single bedroom.

Section 10. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Wyckoff takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted,

fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 11. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

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

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

3. The master deeds of inclusionary 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.

4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 14.

Section 12. Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

2. Notwithstanding the foregoing, however, the Administrative Agent may, subject to COAH's approval, permit moderate-income purchasers to buy low-income units in housing markets determined by COAH to have an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing restrictions for low-income units.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to a certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

Section 13. Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 14. Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of

the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 15. Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Wyckoff Township takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Bergen. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

a. Sublease or assignment of the lease of the unit;

b. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 16. Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative

Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

Section 17. Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.

c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 18. Municipal Housing Liaison

1. COAH requires municipalities to appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. Wyckoff Township has adopted an Ordinance creating the position of Municipal Housing Liaison and has adopted a resolution appointing a Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township, including the following responsibilities which may not be delegated to the Administrative Agent:

a. Serving as the Township's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

b. Monitoring the status of all restricted units in the Fair Share Plan;

c. Compiling, verifying and submitting annual monitoring reports as required by COAH;

d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by COAH.

3. The Township of Wyckoff has an Affordable Housing Project Team that is the designated Administrative Agent to administer newly constructed affordable units in accordance with N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC. Operating Manuals have been prepared by the Administrative Agent, adopted by the governing body and approved by COAH. The Operating Manual is and shall remain available for public inspection in the Office of the Township Clerk, in the Office of the Municipal Housing Liaison, and in the Offices of all members of the Affordable Housing Project Team.

Section 19. Administrative Agent

The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which include:

1. Affirmative Marketing:

a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Wyckoff and the provisions of N.J.A.C. 5:80-26.15; and

b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

a. Soliciting, scheduling, conducting and following up on interviews with interested households;

b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and

f. Employing a random selection process as provided in the Affirmative Marketing Plan and the Affordable Housing Operating Manual of the Township of Wyckoff when referring households for certification to affordable units.

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Bergen County Register of Deeds or Bergen County Clerk's office after the termination of the affordability controls for each restricted unit;

d. Communicating with lenders regarding foreclosures; and

e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rerental; and

b. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

c. Notifying the municipality of an owner's intent to sell a restricted unit; and

d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

c. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund or other appropriate municipal fund approved by the DCA; and

f. Creating and publishing a written operating manual, as approved by COAH, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time for their submission by the Municipal Housing Liaison to COAH, as required by COAH.

c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH.

Section 20. Affirmative Marketing Requirements

1. The Township of Wyckoff shall adopt by resolution an Affirmative Marketing Plan that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward COAH Housing Region 1 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 1, comprised of Bergen, Hudson, Passaic and Sussex Counties.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Township of Wyckoff shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

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

8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the Wyckoff Township Memorial Town Hall; and the developer's sales or rental office. Applications shall be mailed to prospective applicants upon request.

9. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 21. Enforcement of Affordable Housing Regulations

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

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

1) A fine of not more than $500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Wyckoff Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the

difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

6) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 22. Appeals

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Executive Director of COAH.

REPEALER

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

SEVERABILITY

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

EFFECTIVE DATE

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

ATTEST:

Joyce C. Santimauro, RMC,
Township Clerk

TOWNSHIP OF WYCKOFF

Mayor

APPENDIX B
PROPOSED AFFIRMATIVE MARKETING PLAN

RESOLUTION
OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WYCKOFF, COUNTY OF BERGEN
STATE OF NEW JERSEY
ADOPTING THE 'AFFIRMATIVE MARKETING PLAN'
FOR THE TOWNSHIP OF WYCKOFF

WHEREAS, in accordance with the regulations of COAH pursuant to N.J.A.C. 5:97-1, *et seq.*, and the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26-1, *et seq.*, the Township of Wyckoff is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by the rehabilitation of rental housing units within the Township of Wyckoff, 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 Township of Wyckoff.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

A. All affordable housing units in the Township of Wyckoff shall be marketed in accordance with the provisions herein unless otherwise provided in COAH's Rules at N.J.A.C. 5:97-1, *et seq.*

B. The Township of Wyckoff has a Prior Round obligation and a Third Round obligation. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low and moderate income units, including those that are part of the Township's current Housing Element and Fair Share Plan and those that may be constructed in future developments not yet anticipated by the Housing Element and Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and rerented during the applicable period of controls for rehabilitated rental units.

C. The Affirmative Marketing Plan shall be implemented by the Affordable Housing Project Team, which is the Administrative Agent for the Township of Wyckoff. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s).

D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township of Wyckoff, shall undertake all of the following strategies:

- Publication of one advertisement in a newspaper of general circulation within the housing region.

- Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
- At least one additional regional marketing strategy using one of the other sources listed below.

E. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Township of Wyckoff is located in COAH Housing Region 1, consisting of Bergen, Hudson, Passaic and Sussex Counties.

F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:

1. All newspaper articles, announcements and requests for applications for low and moderate income units shall appear in the Bergen Record and the Daily Herald.

2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers once a week for four consecutive weeks. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.

3. The advertisement shall include a description of the:

   a. Location of the units;

   b Direction to the units;

   c. Range of prices for the units;

   d. Size, as measured in bedrooms, of units;

   e. Maximum income permitted to qualify for the units;

   f. Location of applications;

   g. Business hours when interested households may obtain an application; and

h. Application fees.

4. Newspaper articles, announcements and information on where to request applications for low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily in Bergen County and the other two of which shall be circulated primarily outside of Bergen County but within the housing region.

5. The following regional cable television stations or regional radio stations shall be used during the first month of advertising. The developer must provide satisfactory proof of public dissemination:

   a. TCI – 20

   b. WGHT, Pompton Lakes

   c. WOR-TV Channel 9, Secaucus

   d. WWDJ-AM Radio, Hackensack

G. Applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:

1. Wyckoff Township Municipal Building.

2. Wyckoff Public Library.

3. Wyckoff Township Web Site.

4. Developer's Sales/Rental Office.

5. Bergen County Administration Building.

6. Bergen County Library (and branches).

Applications shall be mailed by the Administrative Agent to prospective applicants upon request. Also, applications shall be available at the developer's sales/rental office and shall be mailed to prospective applicants upon request.

H. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Bergen, Hudson, Passaic and Sussex Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.

1. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

   Bergen County Board of Realtors
   Hudson County Board of Realtors
   Passaic County Board of Realtors
   Sussex County Board of Realtors

2. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies in the counties of Bergen, Hudson, Passaic and Sussex:

   Welfare or Social Service Board
   Rental Assistance Office (local office of DCA)
   Office on Aging
   Housing Authority
   Community Action Agencies
   Community Development Departments

3. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all of the major employers within the region, as listed on Attachment A, Part III, Marketing, Section 3d.

I. A random selection method to select occupants of low and moderate income housing will be used by the Administrative Agent, in conformance with N.J.A.C. 5:80-26.16 (l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 1 comprised of Bergen, Hudson, Passaic and Sussex Counties.

J. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C 5:80-26-1, *et seq*.

K. The Administrative Agent shall provide or direct qualified low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop,

maintain and update a list of entities and lenders willing and able to perform such services.

L. All developers/owners of low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.

M. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all low income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or reoccupancy of units continues to be necessary.

N. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, *et seq.*

I hereby certify that this is a true copy of a resolution duly adopted by the Township Committee of the Township of Wyckoff at a Township Committee meeting held on _____, 2008.

_____
Joyce C. Santimauro, Township Clerk

ATTACHMENT A TO AFFIRMATIVE MARKETING PLAN
For Affordable Housing in **(REGION 1)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

<table>
<tr><td colspan="2">1a. Administrative Agent Name, Address, Phone Number</td><td colspan="2">1b. Development or Program Name, Address</td></tr>
<tr><td>1c.
Number of Affordable Units:

Number of Rental Units:

Number of For-Sale Units:</td><td colspan="2">1d. Price or Rental Range

From

To</td><td>1e. State and Federal Funding Sources (if any)</td></tr>
<tr><td>1f.
☐ Age Restricted

☐ Non-Age Restricted</td><td colspan="3">1g. Approximate Starting Dates

Advertising: Occupancy:</td></tr>
<tr><td colspan="2">1h. County
Bergen, Hudson, Passaic, Sussex</td><td colspan="2">1i. Census Tract(s):</td></tr>
<tr><td colspan="4">1j. Managing/Sales Agent's Name, Address, Phone Number</td></tr>
<tr><td colspan="4">1k. Application Fees (if any):</td></tr>
</table>

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic X Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

X Asian or Pacific Islander ☐ Other group:

3b. Commercial Media (required) (check all that apply)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE COAH REGION 1			
Daily Newspaper			
☐		Star-Ledger	Northern and Central New Jersey
TARGETS PARTIAL COAH REGION 1			
Daily Newspaper			
☐		Record, The	Bergen
☐		Jersey Journal	Hudson
☐		Herald News	Passaic
☐		New Jersey Herald	Sussex

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 1			
☐		2 WCBS-TV CBS Broadcasting Inc.	NYC Metropolitan Area
☐		4 WNBC NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area
☐		5 WNYW Fox Television Stations, Inc. (News Corp.)	NYC Metropolitan Area
☐		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	NYC Metropolitan Area
☐		11 WPIX WPIX, Inc. (Tribune)	NYC Metropolitan Area
☐		13 WPIX, Inc. (Tribune) Educational Broadcasting Corporation	NYC Metropolitan Area
☐		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	NYC Metropolitan Area
☐		31 WPXN-TV Paxson Communications License Company, LLC	NYC Metropolitan Area

☐		41 WXTV WXTV License Partnership, G.p. (Univision Communications Inc.)	NYC Metropolitan Area, Spanish-language
☐		47 WNJU NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area, Spanish-language
☐		50 WNJN New Jersey Public Broadcasting Authority	New Jersey
☐		62 WRNN-TV WRNN License Company, LLC	Hudson Valley
☐		63 WMBC-TV Mountain Broadcating Corporation	Northern New Jersey, Various ethnic
☐		66 WFME-TV Family Stations Of New Jersey, Inc.	Northern New Jersey, Christian
☐		68 WFUT-TV Univision New York LLC	NYC Metropolitan Area, Spanish-language
TARGETS PARTIAL COAH REGION 1			
☐		8 WTNH WTNH Broadcasting, Inc. (LIN TV Corp.)	Bergen
☐		49 WEDW Connecticut Public Broadcasting, Inc.	Bergen
☐		17 WEBR-CA K Licensee, Inc.	Bergen, Hudson (Christian)
☐		26 WNXY-LP Island Broadcasting Company	Bergen, Hudson
☐		32 WXNY-LP Island Broadcasting Company	Bergen, Hudson
☐		35 WNYX-LP Island Broadcasting Company	Bergen, Hudson
☐		39 WNYN-LP Island Broadcasting Company	Bergen, Hudson (Spanish)
☐		21 WLIW Educational Broadcasting Corporation	Bergen, Hudson, Passaic
☐		60 W60AI Ventana Television, Inc.	Bergen, Hudson, Passaic
☐		6 WNYZ-LP Island Broadcasting Co.	Bergen, Sussex
☐		22 WMBQ-CA Renard Communications Corp.	Hudson
☐		34 WPXO-LP Paxson Communications License Company, LLC	Hudson
☐		42 WKOB-LP Nave Communications, LLC	Hudson (Christian)
☐		3 WBQM-LP Renard Communications Corp.	Hudson, Sussex
☐		52 WNJT New Jersey Public Broadcasting Authority	Hudson, Sussex
☐		28 WBRE-TV Nexstar Broadcasting, Inc.	Passaic, Sussex
☐		36 W36AZ New Jersey Public Broadcasting	Passaic, Sussex

		Authority	
☐		16 WNEP-TV New York Times Co.	Sussex
☐		22 WYOU Nexstar Broadcasting, Inc.	Sussex
☐		23 W23AZ Centenary College	Sussex
☐		38 WSWB Mystic Television of Scranton, LLC	Sussex
☐		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Sussex
☐		44 WVIA-TV Ne Pa Ed TV Association	Sussex
☐		49 W49BE New Jersey Public Broadcasting Authority	Sussex
☐		56 WOLF-TV Wolf License Corp	Sussex
☐		60 WBPH-TV Sonshine Family Television Corp	Sussex
☐		64 WQPX Paxson Communications License Company, LLC (Ion Media Networks)	Sussex
☐		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Sussex

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL COAH REGION 1			
☐		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
☐		Comcast of the Meadowlands	Partial Bergen
☐		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
☐		US Cable of Paramus-Hillsdale	Partial Bergen
☐		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
☐		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
☐		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
☐		Cablevision of Oakland, Paterson	Partial Passaic
☐		Hometown Online	Partial Passaic
☐		Cable Vision of Morris, Warwick	Partial Sussex
☐		Hometown Online	Partial Sussex

☐		Service Electric Broadband Cable	Partial Sussex
☐		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
☐		Comcast of the Meadowlands	Partial Bergen
☐		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
☐		US Cable of Paramus-Hillsdale	Partial Bergen
☐		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
☐		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
☐		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
☐		Cablevision of Oakland, Paterson	Partial Passaic
☐		Hometown Online	Partial Passaic
☐		Cable Vision of Morris, Warwick	Partial Sussex
☐		Hometown Online	Partial Sussex
☐		Service Electric Broadband Cable	Partial Sussex
☐		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
☐		Comcast of the Meadowlands	Partial Bergen
☐		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
☐		US Cable of Paramus-Hillsdale	Partial Bergen
☐		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
☐		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
☐		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
☐		Cablevision of Oakland, Paterson	Partial Passaic
☐		Hometown Online	Partial Passaic
☐		Cable Vision of Morris, Warwick	Partial Sussex
☐		Hometown Online	Partial Sussex
☐		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 COAH REGION 1			
AM			
☐		WFAN 660	
☐		WOR 710	
☐		WABC 770	
☐		WCBS 880	
☐		WBBR 1130	
FM			
☐		WFNY-FM 92.3	
☐		WPAT-FM 93.1	Spanish
☐		WNYC-FM 93.9	
☐		WFME 94.7	Christian
☐		WPLJ 95.5	
☐		WQXR-FM 96.3	
☐		WQHT 97.1	
☐		WSKQ-FM 97.9	Spanish
☐		WAWZ 99.1	Christian
☐		WBAI 99.5	
☐		WHTZ 100.3	
☐		WHUD 100.7	
☐		WCBS-FM 101.1	
☐		WQCD 101.9	
☐		WNEW 102.7	
☐		WKTU 103.5	
☐		WAXQ 104.3	
☐		WWPR-FM 105.1	
☐		WLTW 106.7	
☐		WBLS 107.5	

TARGETS PARTIAL COAH REGION 1			
AM			
☐		WEEX 1230	Bergen
☐		WKDM 1380	Bergen, Hudson (Chinese/ Mandarin)
☐		WMCA 570	Bergen, Hudson, Passaic (Christian)
☐		WNYC 820	Bergen, Hudson, Passaic
☐		WRKL 910	Bergen, Hudson, Passaic (Polish)
☐		WPAT 930	Bergen, Hudson, Passaic (Caribbean, Mexican, Mandarin)
☐		WWDJ 970	Bergen, Hudson, Passaic (Christian)
☐		WINS 1010	Bergen, Hudson, Passaic
☐		WEPN 1050	Bergen, Hudson, Passaic
☐		WVNJ 1160	Bergen, Hudson, Passaic
☐		WLIB 1190	Bergen, Hudson, Passaic (Christian)
☐		WADO 1280	Bergen, Hudson, Passaic (Spanish)
☐		WWRV 1330	Bergen, Hudson, Passaic (Spanish)
☐		WNSW 1430	Bergen, Hudson, Passaic (Portuguese)
☐		WZRC 1480	Bergen, Hudson, Passaic (Chinese/Cantonese)
☐		WQEW 1560	Bergen, Hudson, Passaic
☐		WWRL 1600	Bergen, Hudson, Passaic
☐		WWRU 1660	Bergen, Hudson, Passaic (Korean)
☐		WMTR 1250	Passaic
☐		WGHT 1500	Passaic
☐		WNNJ 1360	Sussex
FM			
☐		WSOU 89.5	Bergen, Hudson
☐		WCAA 105.9	Bergen, Hudson (Latino)
☐		WBGO 88.3	Bergen, Hudson, Passaic
☐		WFDU 89.1	Bergen, Hudson, Passaic
☐		WKCR-FM 89.9	Bergen, Hudson, Passaic
☐		WNYU-FM 89.1	Bergen, Hudson, Passaic
☐		WFUV 90.7	Bergen, Hudson, Passaic

☐		WFMU 91.1	Bergen, Hudson, Passaic
☐		WNYE 91.5	Bergen, Hudson, Passaic
☐		WRKS 98.7	Bergen, Hudson, Sussex
☐		WRTN 93.5	Bergen, Hudson, Sussex
☐		WHCR-FM 90.3	Bergen, Passaic
☐		WPSC-FM 88.7	Passaic
☐		WRHV 88.7	Passaic
☐		WNJP 88.5	Sussex
☐		WNTI 91.9	Sussex
☐		WCTO 96.1	Sussex
☐		WSUS 102.3	Sussex
☐		WNNJ-FM 103.7	Sussex
☐		WDHA -FM 105.5	Sussex
☐		WHCY 106.3	Sussex
☐		WWYY 107.1	Sussex

3c. 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 COAH REGION 1				
Bi-weekly				
☐		Al Manassah		Arab-American
Monthly				
☐		Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL COAH REGION 1				
Daily				
☐		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
☐		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
☐		La Voz	Hudson, Union, Middlesex Counties	Cuban community
☐		Italian Tribune	North Jersey/NYC area	Italian community

☐		Jewish Standard	Bergen, Passaic, Hudson Counties	Jewish community
☐		El Especialito	Union City	Spanish-Language
☐		El Nuevo	Hudson County	Spanish-Language
☐		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greenbrook, Linden, Lyndhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language
☐		Su Guia	Bergen and Passaic	Spanish-Language
☐		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
☐		Ukranian Weekly	New Jersey	Ukranian community

3d. 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			
☐		United Parcel Service Inc. NY Corp	492 County Ave., Secaucus
☐		USPS	80 County Road, Jersey City
☐		Liz Claiborne Inc	1 Claiborne Ave., North Bergen
☐		Credit Suisse First Boston LLC	1 Pershing Plz., Jersey City
☐		HealthCare Staffing and Consult	26 Journal Square, Jersey City
☐		Ritter Sysco Food Service	20 Theodore Conrad Dr., Jersey City
☐		Jersey City Medical Center Inc.	50 Grand St., Secaucus
☐		Marsh USA Inc.	121 River St., Hoboken
☐		National Retail Systems Inc.	2820 16th St., North Bergen
☐		Community Corrections Corp	Lincoln Hwy., Kearny
☐		Marine Personnel & Provisioning Inc.	1200 Harbor Blvd., Weehawken
☐		Port Authority of NY and NJ	241 Erie St., Jersey City and 120 Academy St., Jersey City
☐		Christ Hospital Health Service	176 Palisade Ave., Jersey City
☐		Bayonne Hospital	29th Street and Ave. E, Bayonne

☐		Salson Logistics Inc.	2100 88th St. and 7373 West Side Ave., North Bergen
☐		National Financial Service	1000 Plaza, Jersey City
☐		Fleet NJ Company Development Corp.	10 Exchange Place, Jersey City
☐		Maidenform Inc	154 Ave. E, Bayonne
☐		Lord Abbett & Company	90 Hudson City, Jersey City
☐		Liberty Health Plan Inc.	50 Baldwin Ave., Jersey City
☐		Port Imperial Ferry Corp.	Pershing Rd., Secaucus
☐		Hudson News	1305 Paterson Plank Rd., North Bergen
☐		Palisades General Hospital	7600 River Rd., North Bergen
☐		Equiserve Inc.	525 Washington Blvd., Jersey city
☐		Ciricorp Data Systems Incorporated	1919 Park Ave., Secaucus
☐		Meadowlands Hospital Medical Center	Meadowlands Pkwy, Secaucus
☐		Retailers & Manufacturers Dist Marking Serv.	50 Metro Way, Secaucus
☐		Dynamic Delivery Corp	125 Pennsylvania Ave., Kearny
☐		Bowne Business Communications Inc.	215 County Ave., Secaucus
☐		North Hudson Community Action Corp.	5301 Broadway, West New York 07093
☐		Goya Foods Inc.	100 Seaview Dr., Secaucus
☐		Cristi Cleaning Service	204 Paterson Plank Rd., Union
Bergen County			
☐		Hackensack University Medical Center	30 Prospect Ave., Hackensack, 07601
☐		Professional Employer Group Service	2050 Center Ave., Ste 336, Fort Lee
☐		County of Bergen, NJ	1 Bergen County Plaza, Hackensack 07601
☐		Society of the Valley Hospital	223 N. Van Dien Ave., Ridgewood
☐		NJ Sports & Expo Authority	50 State Highway 120, East Rutherford
☐		Merck-Medco Managed Care LLC	100 Parsons Pond Dr., Franklin Lakes 07417
☐		Quest Diagnostics Incorporated	1 Malcolm Ave., Teterboro 07608
☐		AT&T	15 E Midland Ave., Paramus
☐		Englewood Hospital and Medical Center	350 Engle St., Englewood
☐		Aramark Svcs Management of NJ Inc	50 Route 120, East Rutherford
☐		Holy Name Hospital	718 Teaneck Road, Teaneck

☐		Doherty Enterprises Inc	7 Pearl Ct., Allendale
☐		Bergen Regional Medical Center	230 East Ridgewood Ave., Paramus
☐		Inserra supermarkets, Inc.	20 Ridge Rd., Mahwah
☐		Howmedica Osteonics Corp	59 Route 17, Allendale
☐		Becton Dickinson & Company Corp	1 Becton Dr., Franklin Lakes
☐		Pearson Education, Inc.	1 Lake St., Upper Saddle River
Passaic County			
☐		D&E Pharmaceutical Co.	206 Macopin Rd., Bloomingdale 07403
☐		Acme Markets	467 Allwood Rd., Clifton 07012
☐		St. Mary's Hospital	350 Boulevard, Passaic 07055
☐		Merry Maids	14 Riverside Square Mall, Bloomingdale 07403
☐		Health Center at Bloomingdale	255 Union Ave., Bloomingdale 07403
☐		Sommers Plastic Product Co. Inc.	31 Styertowne Rd., Clifton 07012
☐		St. Joseph's Hospital	703 Main St., Paterson 07503
☐		BAE Systems	164 Totowa Rd., Wayne 07470
☐		Drake Bakeries Inc	75 Demarest Dr, Wayne 07470
☐		Toys R Us National Headquarters	1 Geoffrey Way, Wayne 07470
☐		GAF Materials Corporation	1361 Alps Rd., Wayne 07470
☐		Valley National Bank Headquarters	1455 Valley Road, Wayne 07470
Sussex County			
☐		Selective Insurance	40 Wantage Ave., Branchville
☐		Andover Subacute and Rehab Center	99 Mulford Rd., Bldg 2, Andover
☐		Mountain Creek Resorts	200 State Rte. 94, Vernon
☐		County of Sussex	One Spring Street, Newton 07860
☐		Newton Memorial Hospital Inc.	175 High St., Newton
☐		Vernon Township Board of Education	539 State Rte. 515, Vernon
☐		F.O. Phoenix (Econo-Pak)	1 Wiebel Plz, Sussex
☐		Hopatcong Board of Education	2 Windsor Ave., Hopatcong
☐		Saint Clare's Hospital	20 Walnut St., Sussex

☐		Ames Rubber Corp	19 Ames Blvd, Hamburg, NJ

3e. 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

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
☐	Sussex County Main Library	125 Morris Turnpike, Newton, NJ 07860
☐	Hudson County Administration Building	595 Newark Avenue, Jersey City, NJ 07306
☐	Passaic County Administration Building	401 Grand Street, Paterson, NJ 07505 (973) 225-3632
☐	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)

4c. Sales/Rental Office for units (if applicable)

V. CERTIFICATIONS AND ENDORSEMENTS

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 COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).

_____

Name (Type or Print)

_____

Title/Municipality

_____

Signature Date

APPENDIX C
PROPOSED DEVELOPMENT FEE ORDINANCE

Development Fee Ordinance

1. Purpose

A. In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301 *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH).

B. Pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved Spending Plan may retain fees collected from non-residential development.

C. This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L. 2008, c. 46, Sections 8 and 32-38. Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This Ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

2. Basic Requirements

A. This Ordinance shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.

B. The Township of Wyckoff shall not spend development fees until COAH has approved a plan for spending such fees (Spending Plan) in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

3. Definitions

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

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

"COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

"Development fee" means money paid by a developer for the improvement of property as permitted at N.J.A.C. 5:97-8.3.

"Developer" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

"Equalized assessed value" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

"Green building strategies" means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

4. Residential Development Fees

A. Imposition of Fees

1) Within the Township of Wyckoff, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

3) In any residential development resulting from a zoning change from non-residential to residential use, where the zoning change occurs within the two-year period preceding the application for development, 20% of the residential units shall be restricted for occupancy by low and moderate income households if the affordable units are rental units and 25% of the residential units shall be restricted for occupancy by low and moderate income households if the affordable units are for sale. Similarly, if a use variance is granted pursuant to N.J.S. 40:55D-70d(1) for residential development on a site zoned for non-residential

development, 20% of the residential units shall be restricted for occupancy by low and moderate income households if the affordable units are rental units and 25% of the residential units shall be restricted for occupancy by low and moderate income households if the affordable units are for sale. In either case, the development shall be exempt from the payment of a development fee pursuant to paragraph B.1. below.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

1) Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from the payment of development fees.

2) Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.

3) Improvements or additions to existing one and two-family dwellings on individual lots shall not be required to pay a development fee, but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

4) Homes replaced as a result of a natural disaster (such as a fire or flood) shall be exempt from the payment of a development fee.

5. Non-Residential Development Fees

A. Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Township of Wyckoff as a lien against the real property of the owner.

6. Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/

Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a Construction Permit shall notify the Township Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

D. Within 90 days of receipt of such notification, the Township Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.

E. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Township Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the Township Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G. Should the Township of Wyckoff fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

I. Appeal of Development Fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Township of Wyckoff. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and

determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Township of Wyckoff. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Township of Wyckoff for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1) Payments in lieu of on-site construction of a fraction of an affordable unit;

2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached unit development accessible;

3) Rental income from municipally operated units;

4) Repayments from affordable housing program loans;

5) Recapture funds;

6) Proceeds from the sale of affordable units; and

7) Any other funds collected in connection with Wyckoff's affordable housing program.

C. Within seven days from the opening of the Affordable Housing Trust Fund, the Township of Wyckoff shall provide COAH with written authorization, in the form of a three-party escrow agreement between the Township of Wyckoff, the bank, and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).

D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by COAH.

8. Use of Funds

A. The expenditure of all funds shall conform to a Spending Plan approved by COAH. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by COAH to address the Township of Wyckoff's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the Township of Wyckoff for past housing activities.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of the median income for Housing Region 1, in which Wyckoff is located.

1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.

2) Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The use of development fees in this manner may entitle the Township of Wyckoff to bonus credits pursuant to N.J.A.C. 5:97-3.7.

3) Payments in lieu of constructing affordable housing units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The Township of Wyckoff may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.

E. No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program.

1) In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or actions are not eligible uses of the Affordable Housing Trust Fund.

9. Monitoring

The Township of Wyckoff shall complete and return to COAH all required monitoring forms necessary to comply with COAH's monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Wyckoff's affordable housing program, as well as to the expenditure of revenues and implementation of the Housing Element and Fair Share Plan approved by COAH. All monitoring reports shall be completed on forms designed by COAH.

10. Ongoing Collection of Fees

A. The ability for the Township of Wyckoff to impose, collect and expend development fees shall expire with the expiration of its Third Round Substantive Certification from COAH unless the Township of Wyckoff has first filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for Substantive Certification, and has received COAH's approval of its Development Fee Ordinance.

B. If the Township of Wyckoff fails to renew its ability to impose and collect development fees prior to the expiration of its Third Round Substantive Certification, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

C. The Township of Wyckoff shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Third Round Substantive Certification, nor shall the Township of Wyckoff retroactively impose a development fee on such a development. The Township of Wyckoff also shall not expend any of its collected development fees after the expiration of its Third Round Substantive Certification.

APPENDIX D
DOCUMENTATION REQUIRED FOR ABMA FARM INCLUSIONARY DEVELOPMENT

SITES ZONED IN PREVIOUSLY CERTIFIED PLANS (N.J.A.C. 5:97-6.5)

Status of sites addressing the 1987-1999 obligation

(Submit separate checklist for each site or zone)

General Description

Municipality/County: WYCKOFF TWP., BERGEN CO.

Project Name/Zoning Designation: ABMA FARM

Block(s) and Lot(s): LOT 4, BLOCK 202 PREVIOUSLY - 9.6 d.u./ac.

Total acreage: 27.7 AC. Proposed density (units/gross acre): PROPOSED NOW: 11 d.u./ac. for sales and 14 d.u./ac. for rentals

Has the site been the subject of an affordable housing development application? ☐ Yes ☑ No

Has the site received land use approvals? ☐ Yes (Date of Approval: ____) ☑ No

Affordable Units Proposed: WERE: 53 SALES OR 40 RENTALS
WILL BE: 74 SALES OR 75 RENTALS

Non-Age-Restricted: ALL Sale: ? Rental: ?

Age-Restricted: 0 Sale: ? Rental: ?
WAS: 265 ±

Market-Rate Units Proposed: WILL BE: 305 – 388

Will the proposed development be financed in whole or in part with State funds, be constructed on State-owned property or be located in an Urban Transit Hub or Transit Village? ☐ Yes ☑ No

Bonuses for affordable units, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: POTENTIAL RENTAL BONUSES FOR PRIOR ROUND NOT REALIZED

Rental bonuses as per N.J.A.C. 5:97-3.6(a): POTENTIAL IF DEVELOPED AS A RENTAL PROJECT

Very low income bonuses as per N.J.A.C. 5:97-3.7[1]: N.A.

Required Information and Documentation

☐ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

☑ Adopted zoning or land use ordinance which includes the affordable housing requirement for the site AND PROPOSED AMENDMENT TO ADOPTED ORD.

If payments in lieu of on-site construction of the affordable units is an option, submit:

N.A. ☐ Proposed or adopted ordinance establishing the amount of the payments

N.A. ☒ Spending plan

☑ Copies of any court decisions related to the site or a statement indicating that the site has not been the subject of any litigation NOT SUBJECT TO LITIG.

N.A. ☒ Copies of any agreement with developers or approvals for development of specific property NONE

N.A. ☒ Copies of all decisions made on applications for affordable housing development subsequent to adoption of the current zoning NONE

☐ An explanation as to why the site has not developed, including an analysis of market conditions, or evidence that development of the site is scheduled to commence. (attach narrative)

A general description of the site including:

☑ Name and address of owner

☑ Subject property address

☑ Subject property block(s) and lot(s)

☑ Subject property total acreage

☑ Current zoning and date current zoning was adopted

☑ History of previous zoning

☑ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site including:

☑ Description of surrounding land uses

☑ Demonstration that the site has street access

☑ Planning Area and/or Special Resource Area designation(s), e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans PA 1

☑ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

☑ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

☑ Wetlands and buffers (AND POND)

☑ Steep slopes

N.A. ☒ Flood plain areas

N.A. ☒ Stream classification and buffers

N.A. ☒ Critical environmental site

N.A. ☒ Historic or architecturally important site/district

N.A. ☒ Contaminated site(s); proposed or designated brownfield site NOT KNOWN TO BE CONTAMINATED

☑ Based on the above, a quantification of buildable and non-buildable acreage 10-20 ACRES

Information and Documentation Required Prior to Marketing the Completed Units

N.A. ☒ Resolution or executed contract designating an experienced Administrative Agent and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18 QUALIFICATIONS OF AFFORDABLE HOUSING PROJECT TEAM ARE ON FILE.

☑ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual SEE APPENDIX H, FSP

☑ An affirmative marketing plan in accordance with UHAC SEE APPENDIX B, FSP

Previously Zoned Narrative Section

This site is the last farm in Wyckoff Twp. It is operated successfully as a family farm. The current owner wishes to continue this use. It is hoped that the additional density proposed will encourage the development of the property either by the current owner or his heirs.

[1] Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

ZONING FOR INCLUSIONARY DEVELOPMENT (N.J.A.C. 5:97-6.4)

(Submit separate checklist for each site or zone)

General Description

Municipality/County: WYCKOFF TWP., BERGEN CO.

Project Name/Zoning Designation: ABMA FARM

Block(s) and Lot(s): LOT 4, BLOCK 202

Total acreage: 27.7 AC. Proposed density (units/gross acre): 11 d.u./acre if for sale, 14 d.u./acre if for rent

Affordable Units Proposed: 74-75

Family: ALL Sale: 74 OR Rental: 75

Very low-income units: ____ Sale: ____ Rental: ____ (8, IF RENTALS)

Age-Restricted: 0 Sale: 0 Rental: 0

Market-Rate Units Anticipated: 305-388, DEPENDING ON TENURE OF AFF. UNITS.

Non-Residential Development Anticipated (in square feet), if applicable: NONE

Will the proposed development be financed in whole or in part with State funds, be constructed on State-owned property or be located in an Urban Transit Hub or Transit Village? ☐ Yes ☒ No

Bonuses for affordable units, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: N.A.

Rental bonuses as per N.J.A.C. 5:97-3.6(a): POTENTIALLY 19, IF RENTALS

Very low income bonuses as per N.J.A.C. 5:97-3.7[1]: N.A.

Smart growth bonuses as per N.J.A.C. 5:97-3.18: N.A.

Redevelopment bonuses as per N.J.A.C. 5:97-3.19: N.A.

Compliance bonuses as per N.J.A.C. 5:97-3.17: N.A.

Date inclusionary zoning adopted: 1992 Date development approvals granted: N.A.

AMENDED 1999; NEW STDS. PROPOSED FOR 2009.

Information and Documentation Required with Petition

N.A. ☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, check here ☐ in lieu of submitting forms.)

☑ Draft or adopted zoning or land use ordinance, which includes the affordable housing requirement and minimum presumptive density for the site/zone.

N.A. ☒ Copies of all decisions made on applications for affordable housing development subsequent to adoption of the current zoning

If payments in lieu of on-site construction of the affordable units is an option, submit:

N.A. ☒ Proposed or adopted ordinance establishing the amount of the payments

☑ Spending plan SEE APPENDIX F, FSP

A general description of the site or zone, including:

☑ Name and address of owner

☑ Name and address of developer(s)

☑ Subject property street location

☑ Indicate if urban center or workforce housing census tract NOT

☑ Previous zoning designation and date previous zoning was adopted

☑ Current zoning and date current zoning was adopted

☑ Description of any changes to bulk standards intended to accommodate the proposed densities SEE PROPOSED ORDINANCE - HEIGHT INCREASED

☑ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including:

☑ Description of surrounding land uses

☑ Demonstration that the site has street access

☑ Planning Area and/or Special Resource Area designation(s) i.e., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans PA 1

☑ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

☑ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

☑ Wetlands and buffers

☑ Steep slopes

N.A. ☒ Flood plain areas

N.A. ☒ Stream classification and buffers

N.A. ☒ Critical environmental site

N.A. ☒ Historic or architecturally important site/district

N.A. ☒ Contaminated site(s); proposed or designated brownfield site NOT KNOWN TO BE CONTAMINATED

☑ Based on the above, a quantification of buildable and non-buildable acreage 10 - 20 ACRES

Agreements with developers or approvals for development of specific property, which shall include: NONE YET

☐ Number, tenure and type of units

☐ Compliance with N.J.A.C. 5:97-9 and UHAC

☐ Progress points at which the developer shall coordinate with the Municipal Housing Liaison

Information and Documentation Required Prior to Marketing the Completed Units

N.A. ☒ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18 QUALIFICATIONS OF AFF. HSG. PROJECT TEAM ARE ON FILE

☑ Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual SEE APPENDIX H, FSP

☑ An affirmative marketing plan in accordance with UHAC SEE APPENDIX B, FSP

Zoning Narrative Section

This site was part of the prior round plan and has not developed. It is currently operated successfully as a family farm. The current owner wishes to continue this use. It is hoped that the additional density proposed will encourage the development of the property either by the current owner or his heirs.

[1] Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

Description of Abma Farm Site

This site is identified on the Township Tax Map as Lot 4, Block 202. It encompasses approximately 27.7 acres of farmland, greenhouses, nursery and orchard as well as a retail farm market.

Although there are some environmental constraints affecting portions of this property, it represents a substantial area of developable land in Wyckoff.

The owner of record is Abma and Sons, Inc., 700 Lawlins Road, Wyckoff, New Jersey 07481.

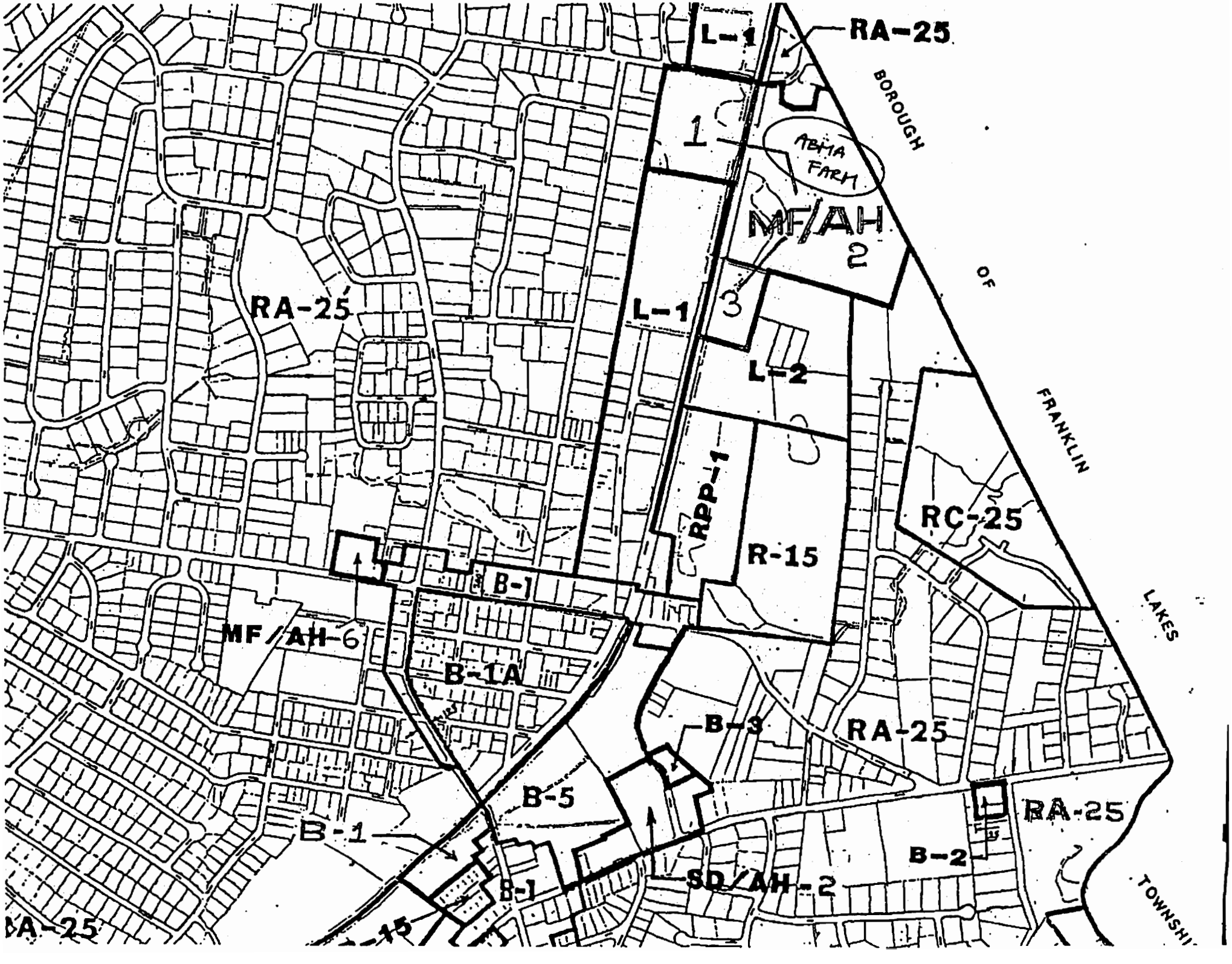
Access to this property is from Lawlins Road. Surrounding land uses include single-family homes, the Fieldstone development (another inclusionary residential development), vacant land and industrial uses.

The site is located in Planning Area 1 on the State Plan maps. The Abma Farm is not a critical environmental site nor is it an historic or architecturally important site. It is not known to be contaminated.

The site is encompassed within Wyckoff's sewer and water service areas and has access to both utilities.

The site has some steep slope and wetland areas as well as a farm pond. Nevertheless, it is Wyckoff's largest remaining undeveloped property, and even with the constraints that exist, over 10 acres of land are clearly developable, and perhaps as many as 20 acres, depending on site-specific analyses that have yet to be done.

The site has been zoned MF-AH-2 since the first round Housing Element and Fair Share Plan. It has not developed with inclusionary residential development because it is an active working farm, the last of its kind in Wyckoff. It is proposed that the density of development permitted on this site be increased from 9.6 units per acre (the currently permitted density) to 11 units per acre if the affordable units will be for sale and 14 units per acre if the affordable units will be for rent and that the set-asides be increased to 25% and 20%, respectively, consistent with COAH's Third Round Rules.


L-1
RA-25
BOROUGH
OF
FRANKLIN
LAKES
TOWNSHI
1
ABMA
FARM
MF/AH
2
3
L-1
L-2
RPP-1
R-15
RC-25
RA-25
B-1
MF/AH-6
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RA-25
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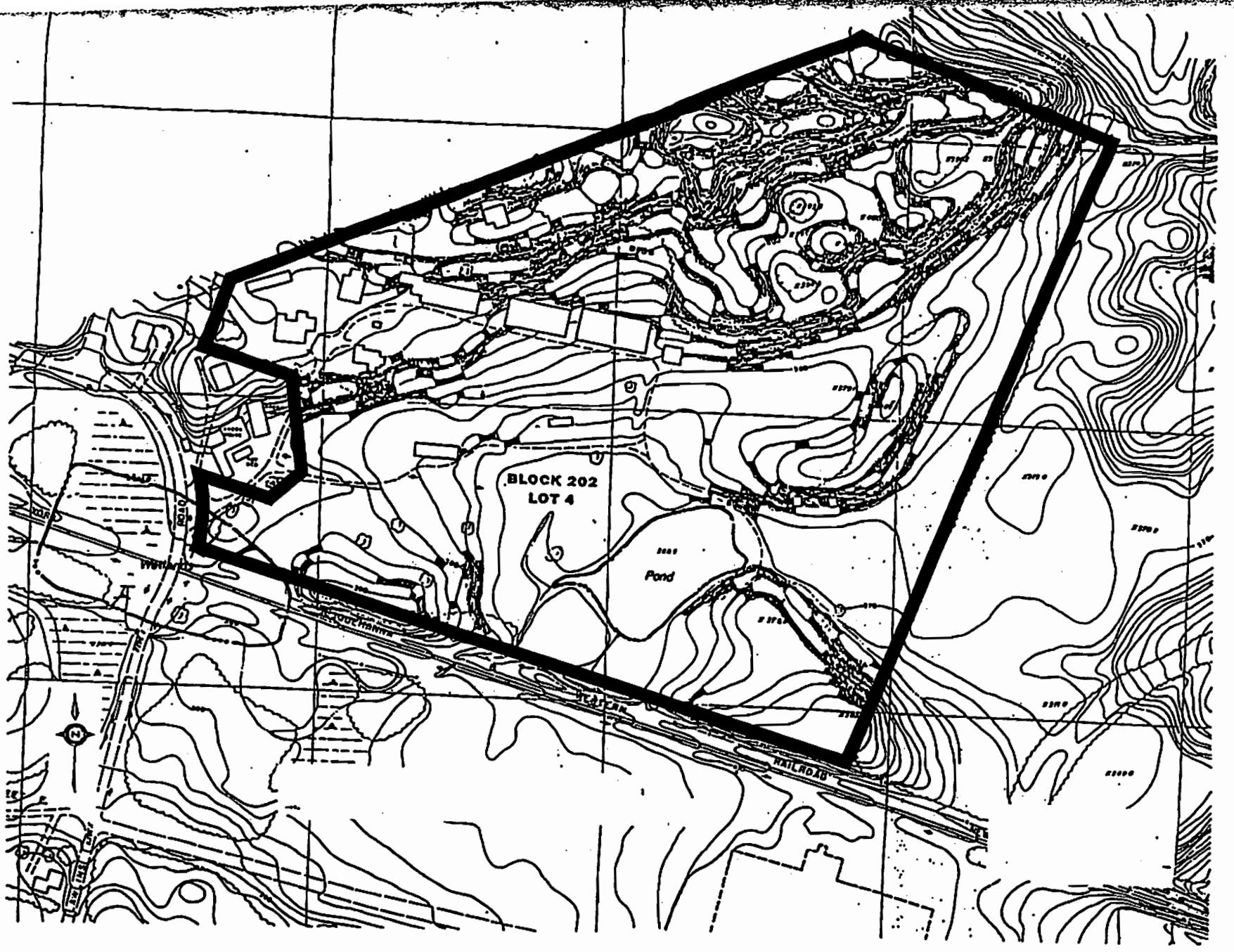
SD/AH-2
A-25



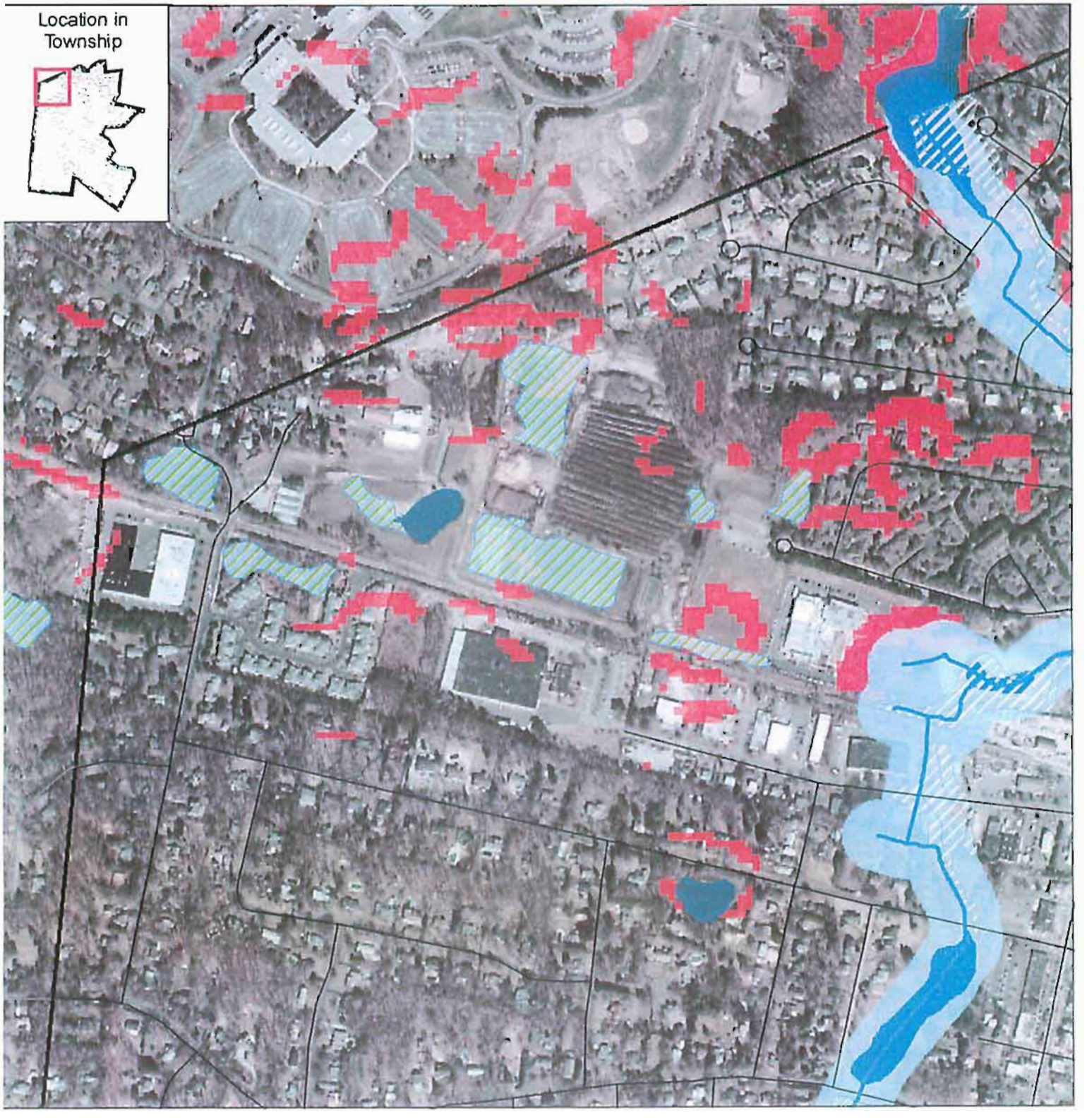
ABMA SITE

Environmental Constraints

Portion of Wyckoff Township
Bergen County, New Jersey

November 2008

November 2008



Legend

- 100 yr. Floodplain
- Water
- Wetlands
- 150' Stream Buffer
- 15% Slope or Greater
- Stream

0 250 500 1,000 Feet

N W E S

Data Sources: NJDEP

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been NJDEP verified and is not State authorized.

TOWNSHIP OF WYCKOFF
SCOTT PLAZA
WYCKOFF, NEW JERSEY

PROPOSED ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE TO INCREASE THE DENSITIES AND SET-ASIDE REQUIREMENTS FOR AFFORDABLE HOUSING IN THE MF-AH-2 ZONE

BE IT ORDAINED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, as follows:

Section 1. Purpose

The purpose of this Ordinance is to amend the Zoning Ordinance of the Township of Wyckoff to increase the permitted densities and affordable housing set-asides in the MF-AH-2 Zone so as to increase the likelihood of inclusionary residential development within the zone and to provide incentives for the development of rental units as compared to units for sale.

The amendments are consistent with the recommendations in the Third Round Housing Element and Fair Share Plan adopted by the Planning Board on December 16, 2008.

Section 2. Amendments to Zoning Ordinance

A. Amend Section 186-49.A(4)(b)to delete the number 9.6 under the column headed "Dwelling Units Per Acre" and add, instead a footnote reference (*) as follows:

(*) The maximum gross density in the MF-AH-2 Zone shall be 11 dwelling units per acre if the affordable units will be for sale and 14 dwelling units per acre if the affordable units will be for rent.

B. Amend Section 186-49.A(4)(c) to read as follows:

(c) The maximum height shall be 2 and 1/2 stories and 35 feet, except in the MF-AH-2 zone, where the maximum height shall be 3 stories and 45 feet.

C. Amend Section 186-49.A(6)(a) to add footnote references (*) under each column in the row following the property name "Abma" and the zone "MF-AH-2" as follows:

(*) The provisions of Sections 186-49.A(6)(a) and (b) shall not apply to the MF-AH-2 Zone. In the MF-AH-2 Zone, the minimum set-aside, if the affordable units will be for sale, shall be 25% of

the total number of dwelling units constructed, and the minimum set-aside, if the affordable units will be for rent, shall be 20% of the total number of dwelling units constructed, irrespective of the number of rental affordable units already existing in the Township of Wyckoff. At least half of all affordable units, whether for sale or for rent, shall be affordable to low income households, and at least 10% of the affordable units shall be affordable to households earning 30% or less of median income.

Section 3. Severability

If any portion, paragraph, clause, sentence or phrase of this Ordinance is determined to be invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining portions of this Ordinance.

Section 4. Effective Date

This Ordinance shall take effect immediately upon publication of Notice of Final Passage in the manner provided by law.

APPENDIX E
DOCUMENTATION REQUIRED FOR 100% AFFORDABLE HOUSING MUNICIPAL CONSTRUCTION/REDEVELOPMENT

MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE DEVELOPMENTS (N.J.A.C. 5:97-6.7)

(Submit separate checklist for each site or project)

General Description

Municipality/County: WYCKOFF TWP., BERGEN CO.

Project Name: UNNAMED REDEVELOPMENT/MUNICIPALLY SPONSORED 100% AFFORDABLE DEVELOPMENT

Block(s) and Lot(s): UNKNOWN

Affordable Units Proposed: UP TO 30

Family: UP TO 30 Sale: 0 Rental: UP TO 30

Very low-income units: 3 Sale: 0 Rental: 3

Age-Restricted: 0 Sale: 0 Rental: 0

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: N.A.

Rental bonuses as per N.J.A.C. 5:97-3.6(a): POTENTIAL FOR 11, IF NOT AVAILABLE FROM ABMA FARM

Very low income bonuses as per N.J.A.C. 5:97-3.7[1]: N.A.

Smart Growth Bonus as per N.J.A.C. 5:97-3.18: N.A.

Compliance Bonus as per N.J.A.C. 5:97-3.17: N.A.

Date zoning adopted: N.A. Date development approvals granted: N.A.

Required Information and Documentation with Petition or in Accordance with an Implementation Schedule

☐ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

Is the municipality providing an implementation schedule for this project/program.

☑ Yes. Skip to and complete implementation schedule found at the end of this checklist. NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.

☐ No. Continue with this checklist.

☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

A general description of the site, including:

- ☐ Name and address of owner
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ RFP or Developer's Agreement
- ☐ Construction schedule with a minimum provision to begin construction within two years of substantive certification; including timetable for each step in the development process
- ☐ Pro-forma statement for the project
- ☐ Demonstration that the first floor of all townhouse or other multi-story dwelling units are accessible and adaptable per N.J.A.C. 5:97-3.14
- ☐ Evidence of adequate and stable funding; including municipal bond and/or general revenue funds where applicable

Information and Documentation Required Prior to Marketing the Completed Units

- N.A. ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18 QUALIF. OF AFF. HSG. PROJECT TEAM ARE ON FILE
- ☑ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC SEE APPENDIX H, FSP
- ☑ An affirmative marketing plan in accordance with UHAC SEE APPENDIX B, FSP

MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE DEVELOPMENTS (N.J.A.C. 5:97-6.7)

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Development schedule, including, but not limited to, the following:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Identification	6 | 1 | 12	12 | 1 | 12	12 | 31 | 12

RFP Process	1/15/13	4/15/13	5/1/13
Developer Selection	4/15/13	5/1/13	5/15/13
Executed Agreement with provider, sponsor or developer	6/1/13	9/31/13	10/15/13
Development Approvals	10/15/14	3/15/15	4/1/15
Contractor Selection	4/1/15	5/15/15	6/1/15
Building Permits	8/1/15	12/31/15	1/15/16
Occupancy	8/1/16	6/30/17	7/15/17

(B) Site specific information, including the following:

Site Information	Date Supporting Documentation to be Submitted to COAH
Site Description	12/31/12
Site Suitability Description	12/31/12
Environmental Constraints Statement	12/31/12

(C) Financial documentation including, the following:

Financial Documentation	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Documentation of Funding Sources	9/15/14	11/15/14
Project Pro-forma	12/31/13	2/1/14

Municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds	SEE APP. F, FSP	SEE APP. F, FSP

100% or Municipally Sponsored Narrative Section

The Township of Wyckoff will pursue this option unless it finds other ways of working with existing property owners to promote redevelopment (private sector) that will yield affordable housing.

[1] Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

PROPOSED REDEVELOPMENT AREAS (N.J.A.C. 5:97-6.6)

(Submit separate checklist for each site or zone)

General Description

Municipality/County: WYCKOFF TWP., BERGEN CO.

Project Name/Redevelopment Designation: UNNAMED REDEVELOPMENT/MUNICIPALLY SPONSORED 100% AFFORDABLE DEVELOPMENT

Block(s) and Lot(s): UNKNOWN

Total acreage: N.A. Proposed density (units/gross acre): N.A.

Affordable Units Proposed: UP TO 30

Family: UP TO 30 Sale: 0 Rental: UP TO 30

Very low-income units: 3 Sale: _____ Rental: 3

Age-Restricted: 0 Sale: 0 Rental: 0

Market-Rate Units Anticipated: 0 OR 120, DEPENDING ON WHETHER PRIVATE SECTOR REDEVEL OR MUNICIPALLY SPONSORED 100% AFF.

Non-Residential Development Anticipated (in square feet): NONE (AT THIS TIME)

Will the proposed development be financed in whole or in part with State funds, be constructed on State-owned property or be located in an Urban Transit Hub or Transit Village? ☐ Yes ☒ No

Bonuses for affordable units, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: N.A.

Rental bonuses as per N.J.A.C. 5:97-3.6(a): POTENTIAL FOR 11, IF NOT AVAILABLE FROM ABMA FARM

Very low income bonuses as per N.J.A.C. 5:97-3.7[1]: N.A.

Smart growth bonuses as per N.J.A.C. 5:97-3.18: N.A.

Redevelopment bonuses as per N.J.A.C. 5:97-3.19: N.A.

Compliance bonuses as per N.J.A.C. 5:97-3.17 N.A.

Date zoning or redevelopment plan adopted: N.A.

Date development approvals granted: N.A.

Information and Documentation Required with Petition or in Accordance with an Implementation Schedule

The municipality is providing an implementation schedule for this project/program.

- [x] Yes. Skip to and complete implementation schedule found at the end of this checklist. NOTE: The remainder of this checklist must be submitted in accordance with the implementation schedule.
- [ ] No. Continue with this checklist.

- [ ] Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here [ ] in lieu of submitting forms.)
- [ ] Adopted Resolution designating Redevelopment Area
- [ ] Demonstration of DCA's approval of Redevelopment Area designation. Check here [ ] if non-applicable.
- [ ] Redevelopment plan adopted by the governing body which includes the requirements for affordable housing
- [ ] A description of the site, including its location, acreage and existing and intended use
- [ ] An anticipated timeline and development process expected for the site

If payments in lieu of on-site construction of the affordable units is an option:

- [ ] Proposed or adopted ordinance establishing the amount of the payments
- [ ] Spending plan

A general description of the site, including:

- [ ] Name and address of owner
- [ ] Subject property street location
- [ ] Subject property block(s) and lot(s)
- [ ] Indicate if urban center or workforce housing census tract
- [ ] Subject property total acreage
- [ ] Previous zoning designation and date previous zoning was changed
- [ ] Current zoning and date current zoning was adopted
- [ ] Description of any changes to bulk standards intended to accommodate the proposed densities
- [ ] Tax maps showing the location of site(s) with legible dimensions (electronic if available)
- [ ] Map of Redevelopment Area

Information and Documentation Required prior to Substantive Certification or in Accordance with an Approved Implementation Schedule

A description of the suitability of the site, including:

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g.., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 to serve the proposed redevelopment area or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 to serve the proposed redevelopment area or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site
- ☐ Based on the above, a quantification of buildable and non-buildable acreage

☐ A copy of the final Request for Proposals, which includes the requirements for affordable housing. Check here ☐ if non-applicable.

☐ Demonstration that the municipality or redeveloper either has control of the site or an option on the property or a plan in place for obtaining site control, in accordance with the LHRL

☐ An executed redevelopment agreement that results in the creation of affordable housing units and which shall include the following:

- ☐ Number, tenure and type of units
- ☐ A schedule for the overall development plan, including phasing of residential development
- ☐ Compliance with N.J.A.C. 5:94-6.4(i)-(k)

☐ Demonstration that the first floor of all townhouse or other multistory dwelling units is accessible and adaptable per N.J.A.C. 5:97-3.14

☐ If applicable, current status of the municipality's Workable Relocation Assistance Program (WRAP)

Information and Documentation Required Prior to Marketing the Completed Units

☒ N.A. Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18 QUALIF. OF AFF. HSG. PROJECT TEAM ARE ON FILE

☑ Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC SEE APPENDIX H, FSP

☑ An affirmative marketing plan in accordance with UHAC, except for low- and moderate-income households displaced by redevelopment that are given preference for new units SEE APPENDIX B, FSP

PROPOSED REDEVELOPMENT AREAS (N.J.A.C. 5:97-6.6)

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Redevelopment Area information, including the following:

Redevelopment Area Documentation	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Adopted resolution designating Redevelopment Area	N.A. (WOULD BE PRIVATE SECTOR)	N.A.
Demonstration of DCA's approval of Redevelopment Area designation (enter N/A if not applicable)	N.A.	N.A.

Redevelopment plan adopted by the governing body which includes the requirements for affordable housing	12/1/12	12/31/12

(B) Development schedule, including, but not limited to, the following:

Redevelopment Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Identification	6/1/12	12/1/12	12/31/12
RFP Process (enter N/A if not applicable)	N.A.	N.A.	N.A.
Developer Selection	N.A.	N.A.	N.A.
Site Plan Preparation	1/15/13	10/15/13	12/31/13
Development Approvals	10/15/13	3/15/14	4/1/14
Contractor Selection	N.A.	N.A.	N.A.
Building Permits	9/1/14	2/1/15	3/1/15
Construction	9/1/14	12/1/15	12/31/15
Occupancy	12/1/15	6/30/16	7/15/16

Redevelopment Narrative Section

Redevelopment by a private entity would be an alternative to a 100% municipal construction project, if a property owner is identified that would be willing to redevelop an already existing developed property as an inclusionary development.

[1] Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

APPENDIX F
PROPOSED SPENDING PLAN AND RESOLUTION OF INTENT TO COVER SHORTFALL

TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #08-247

****

INTRODUCED: Galenkamp **SECONDED:** Boonstra

MEETING DATE: December 16, 2008 **REFERENCE: Resolution Requesting COAH's Approval of the Spending Plan**

VOTE: BOONSTRA ✓ **GALENKAMP** ✓ **FIORENZO** ✓ **CONNOLLY** ✓ **ALNOR** ✓

****

WHEREAS, the Township Committee of the Township of Wyckoff, Bergen County, is petitioning the Council on Affordable Housing (COAH) for substantive certification of its Third Round Housing Element and Fair Share Plan; and

WHEREAS, Wyckoff Township, Bergen County, proposes as part of its Fair Share Plan to adopt a Development Fee Ordinance consistent with COAH's current regulations and the Fair Housing Act, as amended; and

WHEREAS, the proposed Development Fee Ordinance establishes an Affordable Housing Trust Fund that will receive development fees, payments from developers in lieu of constructing a fraction of an affordable unit on-site, barrier free escrow funds, rental income, repayments from affordable housing program loans, recapture funds, proceeds from the sale of affordable units, and other sources of funds consistent COAH's Rules; and

WHEREAS, N.J.A.C. 5:97-8.1(d) requires a municipality with an Affordable Housing Trust Fund to receive approval of a Spending Plan from COAH prior to spending any of the funds in its Affordable Housing Trust Fund; and

WHEREAS, N.J.A.C. 5:97-8.10 requires a Spending Plan to include the following:

A projection of revenues anticipated from imposing fees on development, based on pending, approved and anticipated developments and historic development activity;

A projection of revenues anticipated from other sources, including payments in lieu of constructing affordable units on sites zoned for affordable housing, funds from the sale of units with extinguished controls, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, and interest earned;

A description of the administrative mechanism that the municipality will use to collect and distribute revenues;

A description of the anticipated use of all funds in the Affordable Housing Trust Fund pursuant to N.J.A.C. 5:97-8.7, 8.8, and 8.9;

A schedule for the expenditure of all affordable housing trust funds;

If applicable, a schedule for the creation or rehabilitation of housing units;

A pro-forma statement of the anticipated costs and revenues associated with the development if the municipality envisions supporting or sponsoring public sector or non-profit construction of housing; and

A plan to spend the trust fund balance as of July 17, 2008, within four years of the Council's approval of the Spending Plan, or in accordance with an implementation schedule approved by the Council;

A plan to spend and/or contractually commit all development fees and any payments in lieu of construction within three years of the end of the calendar year in which funds are collected, but no later than the end of third round substantive certification period;

The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan; and

A description of the anticipated use of excess funds in the Affordable Housing Trust Fund, in the event more funds than anticipated are collected, or projected funds exceed the amount necessary for satisfying the municipal affordable housing obligation; and

WHEREAS, the Township of Wyckoff, Bergen County, has prepared a Spending Plan consistent with N.J.A.C. 5:97-8.10 and P.L. 2008, c. 46;

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Wyckoff, Bergen County, requests that COAH review and approve Wyckoff Township's Spending Plan.

CERTIFICATION

I, Joyce C. Santimauro, RMC, Clerk of the Township of Wyckoff, County of Bergen, hereby certify the foregoing to be a true copy of a resolution adopted by the Township Committee of the Township of Wyckoff at a duly noticed and duly convened meeting held on December 16, 2008.

Joyce C. Santimauro, RMC, Township Clerk

Affordable Housing Trust Fund Spending Plan

Township of Wyckoff
Bergen County
2008

INTRODUCTION

The Township of Wyckoff, Bergen County, has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH on 2/28/2006 and adopted by the municipality on 6/5/2006. The ordinance establishes the Township of Wyckoff affordable housing trust fund for which this spending plan is prepared.

As of July 17, 2008, the Township of Wyckoff has collected $0, expended $0, resulting in a balance of $0. 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 TD Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

The Township of Wyckoff first petitioned COAH for substantive certification on 8/8/1998 and received prior approval to maintain an affordable housing trust fund on 2/28/2006. As of December 31, 2004, the prior round balance remaining in the affordable housing trust fund was $0.00. From January 1, 2005 through July 17, 2008, the Township of Wyckoff collected $0 in development fees, payments in lieu of construction, other funds, and/or interest. From January 1, 2005 through July 17, 2008, the Township of Wyckoff did not expend funds on the affordable housing activities detailed in Section 4 of this spending plan.

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of third round substantive certification, the Township of Wyckoff considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL): Payments in lieu have not been nor are they anticipated to be collected or assessed, except to the extent that any inclusionary developments may generate a fraction of an affordable housing unit obligation.

(c) Other funding sources: No other funds have been or are anticipated to be collected, although the Township expects to apply for grant funds to help fund its rental rehabilitation program in the event of a shortfall of funds to implement this program.

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate 1.5 % of projected to a total of $1,773.60.

Source of Funds	WYCKOFF TOWNSHIP PROJECTED REVENUES-HOUSING TRUST FUND - 2008 THROUGH 2018											
	7/18/2008											
	12/31/2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
(a) Development Fees												118,240.00
1. Approved Development	27,240.00											27,240.00
2. Development Pending Appvl												0.00
3. Projected Development		9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	91,000.00
(b) Prmts in Lieu of Construction												0.00
(c) Other Funds												0.00
(d) Interest 1.5%	408.60	136.50	136.50	136.50	136.50	136.50	136.50	136.50	136.50	136.50	136.50	1,773.60
Total	27,648.60	9,236.50	9,236.50	9,236.50	9,236.50	9,236.50	9,236.50	9,236.50	9,236.50	9,236.50	9,236.50	120,013.60

The Township of Wyckoff projects a total of $120,013.60 in revenue to be collected between July 18, 2008 and December 31, 2018. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

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

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of Wyckoff's development fee ordinance for both residential and non-residential developments in accordance with COAH's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

The governing body shall adopt a resolution authorizing the expenditure of development fee revenues consistent with the COAH-approved spending plan. Once a request has been approved by resolution, the CFO shall release the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation programs (N.J.A.C. 5:97-8.7)

The Township of Wyckoff will dedicate $60,000.00 from the affordable housing trust fund to rehabilitate 6 rental units to be rehabilitated and funded by the municipality (see detailed descriptions in Fair Share Plan and in Section 4 herein) as follows:

Rental Rehabilitation program: $60,000.00

(b) Affordability Assistance (N.J.A.C. 5:97-8.8)

Projected minimum affordability assistance requirement:

Wyckoff Twp. Projected Minimum Affordability Assistance		
		$
Actual development fees through 7/17/2008	+	0.00
Actual interest earned through 7/17/2008	+	0.00
Development fees projected 7/18/2008-2018	+	118,240.00
Interest projected 7/18/2008-2018	+	1,773.60
Less housing activity expenditures through 6/2/2008	-	0.00
Total	=	120,013.60
30 percent requirement	x 0.30 =	36,004.08
Less Affordability assistance expenditures through 12/31/2004	-	0.00
Projected Minium Affordability Assistance	=	36,004.08
Requirement 1/1/2005 through 12/31/2018		
Projected Minimum Very-Low-Income Affordability Asst.	/3 =	12,001.36
Requirement 1/1/2005 through 12/31/2018		

The Township of Wyckoff will dedicate $36,004.08 from the affordable housing trust fund to render units more affordable, including $12,001.36 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

Converting low-income rental units to very-low-income units

(c) **Administrative Expenses (N.J.A.C. 5:97-8.9)**

The Township of Wyckoff projects that $24,002.72 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

Administrative costs may include the costs of salaries and benefits for municipal employees or consultants' fees necessary to develop or implement municipal housing programs such as the preparation of amendments to the housing element and fair share plan, the implementation of the affirmative marketing program, the costs of income qualifying households and of monitoring implementation.

Wyckoff Twp. Projected Maximum Administrative Expenses		
		$
Actual development fees through 7/17/2008	+	0.00
Actual interest earned through 7/17/2008	+	0.00
Development fees projected 7/18/2008-2018	+	118,240.00
Interest projected 7/18/2008-2018	+	1,773.60
Pmts in Lieu of Construction through 7/17/2008	+	0.00
Other Funds 7/17/2008	+	0.00
Less RCA Expenditures through 2018	-	0.00
Total Projected Administration Expenses	x 0.20 =	24,002.72
Less Actual Administrative Expenses through 12/31/2004	-	0.00
Total Remaining Projected Administration Expenses	=	24,002.72

4. EXPENDITURE SCHEDULE

The Township of Wyckoff intends to use affordable housing trust fund revenues for the rehabilitation of housing units in accordance with the rehabilitation funding and implementation schedule below:

	#of	Funds Expended/ Dedicated	WYCKOFF TOWNSHIP PROJECTED EXPENDITURE SCHEDULE 2009-2018											
	Projected	2005-	7/18/2008											
Program	Units	7/17/2008	12/31/2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
Rental Rehab Program	6			10,000.00		10,000.00		10,000.00	10,000.00		10,000.00		10,000.00	60,000.00
Total Programs	6	0.00	0.00	10,000.00	0.00	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00	10,000.00	60,000.00
Affordability Assistance				3,600.41	3,600.41	3,600.41	3,600.41	3,600.41	3,600.41	3,600.41	3,600.41	3,600.41	3,600.41	36,004.08
Administration				2,400.27	2,400.27	2,400.27	2,400.27	2,400.27	2,400.27	2,400.27	2,400.27	2,400.27	2,400.27	24,002.72
Total	6	0.00	0.00	16,000.68	6,000.68	16,000.68	6,000.68	16,000.68	16,000.68	6,000.68	16,000.68	6,000.68	16,000.68	120,006.80

5. EXCESS OR SHORTFALL OF FUNDS

Pursuant to the Housing Element and Fair Share Plan, the governing body of the Township of Wyckoff has adopted a resolution agreeing to fund any shortfall of funds required for implementing Wyckoff's Rehabilitation Program. In the event that a shortfall of anticipated revenues occurs, the Township of Wyckoff will appropriate funds from general revenue or bond for any shortfall and shall apply for a grant from the NJ Department of Community Affairs for any shortfall in funds to implement the rental rehabilitation program. A copy of the adopted resolution is attached.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to convert low-income rental units to very low-income units.

6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with the Township of Wyckoff's Affordable Housing Ordinance (Section 7, Subsection 2) and in accordance with N.J.A.C. 5:97-8.5.

SUMMARY

The Township of Wyckoff intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the housing element and fair share plan dated December 9, 2008.

The Township of Wyckoff has a balance of $0.00 as of July 17, 2008 and anticipates $120,013.60 in revenues before the expiration of substantive certification for a total of $120,013.60. The municipality will dedicate $60,000.00 towards its rental rehabilitation program, $36,004.08 to render units more affordable, and $24,002.72 to administrative costs. Any shortfall of funds will be offset by appropriating funds from general revenue or bonding and applying for a grant from the NJ Department of Community Affairs for any shortfall in funds to implement the rental rehabilitation program. The municipality will dedicate any excess funds towards converting low-income rental units to very low-income units. [1]

[1] Affordable Housing Trust Fund figures and all projections are subject to verification and correction.

WYCKOFF TWP. SPENDING PLAN SUMMARY	
	$
Balance as of July 17, 2008	0.00
PROJECTED REVENUE July 18, 2008-2018	
Development Fees	118,240.00
Payments in lieu of construction	0.00
Other Funds	0.00
Interest	1,773.60
TOTAL REVENUE	120,013.60
EXPENDITURES	
Funds used for Rehabilitation	60,000.00
Funds used for New Construction	
Affordability Assistance	36,004.08
Administration	24,002.72
Excess Funds for Additional Housing Activity	6.80
Affordability Assistance	6.80
TOTAL PROJECTED EXPENDITURES	120,013.60
REMAINING BALANCE	0.00

TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #08-249

INTRODUCED: Galenkamp **SECONDED:** Boonstra

MEETING DATE: December 16, 2008

REFERENCE: Resolution of Intent To fund spending Plan Shortfall For Affordable Housing Programs in Fair Share Plan

VOTE: BOONSTRA ✓ **GALENKAMP** ✓ **FIORENZO** ✓ **CONNOLLY** ✓ **ALNOR** ✓

WHEREAS, significant portions of the December, 2008, Housing Element and Fair Share Plan of this Township as adopted by the Wyckoff Township Planning Board and endorsed by the Township Committee of the Township of Wyckoff provide for a financial commitment by the Township; and

WHEREAS, the New Jersey Council on Affordable Housing (COAH) requires a municipality to state its intent to cover any shortfall in the funding of its affordable housing programs as set forth in the Spending Plan and the Fair Share Plan, including its intention to incur bonded indebtedness, if necessary, to provide the funds required for the timely implementation of the Fair Share Plan;

RESOLVED, by the Township Committee of the Township of Wyckoff, in the County of Bergen, New Jersey, as follows:

1. That to the degree that the funds required for the implementation of the Township's adopted 2008 Fair Share Plan, as more particularly set forth in the Spending Plan adopted by the Township Committee on December 16, 2008, are not available at the time they are needed from funds collected from developers under the Development Fee Ordinance, or from in lieu payments from developers to cover a fraction of an affordable unit generated by their respective developments, or from outside grants, the Township will provide the funding needed to cover any shortfall from appropriations in the Township's annual budget or by incurring indebtedness by authorizing and issuing, pursuant to the Local Bond Law, bonds and/or bond anticipation notes to the extent of the funding deficiency, with the understanding that any payments subsequently collected from developers under the Development Fee Ordinance or any "in lieu of" contributions from developers to cover a fraction of an affordable unit generated by their respective developments may be used to reimburse the Township for the costs of the programs such funds are intended to cover; and

2. That the Township currently has the unencumbered capacity to incur such debt under the Local Bond Law.

CERTIFICATION

I, Joyce C. Santimauro, RMC, Clerk of the Township of Wyckoff, County of Bergen, hereby certify the foregoing to be a true copy of a resolution adopted by the Township Committee of the Township of Wyckoff at a duly noticed and duly convened meeting held on December 16, 2008.

Joyce C. Santimauro, RMC, Township Clerk

APPENDIX G
DOCUMENTATION REQUIRED FOR REHABILITATION PROGRAM

REHABILITATION PROGRAM (N.J.A.C. 5:97-6.2)

General Description

Municipality/County: WYCKOFF TWP., BERGEN CO.

Program Name: LOCAL AND COUNTY

Number of proposed units to be rehabilitated: 6 LOCAL; 24 COUNTY
(6 PREVIOUSLY REHABILITATED)

Information and Documentation Required with Petition

- [x] Determination of Rehabilitation Share 36 (LESS 6 PREVIOUSLY REHABILITATED)
- [x] Accept number in N.J.A.C. 5:97 – Appendix B; **OR**
- [x] Exterior Housing Survey conducted by the municipality N/A
- [x] Information regarding the rehabilitation program on forms provided by the Council. (If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- [x] Documentation demonstrating the source(s) of funding SEE SPENDING PLAN + RESOLUTION, APPENDIX F, FSP
- [x] Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall
- [x] Schedule illustrating how the rehabilitation share will be addressed within the period of substantive certification SEE SPENDING PLAN, APPENDIX F, FSP

Information and Documentation Required Prior to Substantive Certification

- [x] Resolution ~~or executed~~ AND DRAFT contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18 DRAFT CONTRACT AND ADOPTED RESO.
- [x] Draft or adopted rehabilitation operating manual that includes a description of the program procedures and administration including a copy of sample deed restriction and/or lien. DRAFT
- [x] Affirmative Marketing Plan for the re-rental of rehabilitated rental units, in accordance with UHAC SEE APPENDIX B, FSP.

Rehabilitation Narrative Section

This Appendix G to Fair Share Plan proposes to contract with Bergen County Community Development to rehabilitate (initially) 6 rental units in Wyckoff Twp. The BCCD currently operates a rehabilitation program for owner occupied units. If additional rental units qualify for rehabilitation or if additional funding is needed because rehabilitation costs exceed $10,000 per unit, Wyckoff Township will increase its funding to cover those costs.

Please see narratives in Housing Element and Fair Share Plan for further program description.

Susan Schilstra
Planning Board Secretary

TOWNSHIP OF WYCKOFF
INTER-OFFICE MEMORANDUM

TO: Robert J. Shannon, Township Administrator

FROM: Susan Schilstra, Planning Board Secretary

DATE: December 23, 2008

SUBJECT: ***AFFORDABLE HOUSING REHABILITATION COMPONENT***

Today I updated the project/unit information for rehabilitation for the Township of Wyckoff on the COAH CTM website. Attached is the project form. Please note 325 Cedar Hill Avenue has been added to the list which totals 6 rehabilitation units since 2000. This information was obtained through Barbara Ruzanski from the Bergen County Community Development office and used to prepare the Third Round Housing Element and Fair Share Plan.

Susan Schilstra
Planning Board Secretary

PlanningBoard/documents/rehabilitationCTM.122308

COAH council on affordable housing
Tracking and Monitoring

Coah Build:7.0

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Plan Projects RCA/Partner Service List Trust Fund

Project Units [redacted]

Municipality: WYCKOFF TWP, BERGEN County - Muni Code: 0270
Round: 3.0, Version: Petition, Status: Monitoring
Project Name: Rehabilitation Program Project Number:

	Completed	Creditworthy	Address	Block		Lot		Qualifier	Unit
Edit	1	1	Harding Road	270		2			74
Edit	1	1	Blue Hill Terrace	208	.01	22			328
Edit	1	1	Eastview Terrace	393		4			247
Edit	1	1	Alex Court	245		51	.01		2
Edit	1	1	Birch Parkway	214		88			319
Edit	1	1	Cedar Hill Avenue	322		1	02		325

[redacted]

Council on Affordable Housing
Unit Information - Rehabilitation
WYCKOFF TWP,BERGEN
Project Name: Rehabilitation Program -- Project ID : 1134

Unit Address	Blk/Lot/Qual/Unit	Final Inspection Date	Funds Expended on Hard Costs	Development Fees Expended	Funds Re-Captured	Effect. Date of Affordability Controls	Perpetual Lien	Length of Affordability Controls	Date Affordability Controls Removed	Completed /Credit worthy	Major System Repaired	Unit Categories	Unit Flags
Alex Court	B: 245-; L: 51-.01; Q: ; Unit: 2	11/24/03	$15,450.00	$0.00	$0.00		N	0		1/1		Moderate Income Sale	R - Raised to Code
Birch Parkway	B: 214-; L: 89-; Q: ; Unit: 319	10/14/04	$12,900.00	$0.00	$0.00		N	0		1/1	Sanitary/Septic/Sewer Hookup	Moderate Income Sale	R - Raised to Code
Blue Hill Terrace	B: 209-.01; L: 22-; Q: ; Unit: 328	04/29/02	$17,500.00	$0.00	$18,011.94		N	0		1/1	Weatherization (Insulation, Siding, Windows/Door)	Moderate Income Sale	R - Raised to Code
Cedar Hill Avenue	B: 322-; L: 1-02; Q: ; Unit: 325	10/30/01	$17,500.00	$0.00	$0.00		N	0		1/1	Weatherization (Insulation, Siding, Windows/Door)	Moderate Income Sale	R - Raised to Code
Eastview Terrace	B: 393-; L: 4-; Q: ; Unit: 247	05/13/03	$15,675.00	$0.00	$0.00		N	0		1/1	Weatherization (Insulation, Siding, Windows/Door)	Moderate Income Sale	R - Raised to Code
Harding Road	B: 270-; L: 2-; Q: ; Unit: 74	03/09/00	$14,490.00	$0.00	$0.00		N	0		1/1	Weatherization (Insulation, Siding, Windows/Door)	Moderate Income Sale	R - Raised to Code

Total Units	Total Hard Costs	Total Development Fees Expended	Total Funds Recaptured	Total Completed/ Credit Worthy
6	$93,515.00	$0.00	$18,011.94	6 / 6

all completed prior to 12/20/04

AUG 29 2008 17:33 VILLAGE OF RIDGEWOOD 2016707340 P.002/002 F-778
NOV-21-08 14:18 FROM- T-269

REHABILITATION

Municipality: Wyckoff County: Bergen

6. This following rehabilitation work has been completed through the COMMUNITY DEVELOPMENT Rehabilitation Program.

Total rehabilitation work for rehabilitation between Client and CONTRACTOR: _____ Repair Period: 4 Wks through 11/30/08

1	2	3								4	5	6	7	8	9	10	11	12	13
Rehabilitation	Contractor	Electric	Tile	Call number	Interior (Y)	Exterior (Y)	Complete (Y)	Lead (Y)	Asbestos (Y)	Roof Inspection Date	Roof completed on lead work (Y)	Handicapped Ramp Installed (Y)	Electrical Inspected (Y)	Other Rehab Completed (Describe)	Was work below code? Explain in remarks (Y/N)	Effective date of adjustability controls (mm/dd/yy)	Installed adjustability controls (Y/N)	Contractor's Warranty (Y/N)	Certificate of Occupancy (Y/N)
319 Birch Pkwy				1	✓				✓	8/9/05	17,464.00			Septic System	Y		✓		
2 Alex Ct				1	✓				✓	4/24/03	16,450.00			Kitchen cabinets, sink, stove, counter top	Y		✓		
247 Eastview Terr				1	✓				✓	2/13/03	15,615.00			Smoke alumination, alarms,	Y		✓		
716 Hamburg Rd				1	✓				✓	3/9/00	14,490.00			Smoke, Storm doors, awning, 1 dehumidifier, Siding, gutter/leaders chimney caps, windows, light fixtures	Y		✓		
328 Blue Hill Terr				1	✓				✓	4/26/02	17,500.00			Roof, awning, storm door, garage door gutters/leaders	Y		✓		
325 Cedar Hill Ave				1	✓				✓	10/30/01	17,500.00			Windows, porch ceilings, floors, ceilings	Y		✓		

Verified by Program Administrator that all applicable requirements, and appropriate affordability covenants and lien have been executed prior to CDBG expenditure.

Program Administrator _____ Date _____

Verified by Building Code Official that work has been completed in accordance with the Uniform Construction Code and that the work passed final code inspection.

Code Official _____ Date _____

* Lien is held on to home until house is sold

TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #08-248

INTRODUCED: Galenkamp **SECONDED:** Boonstra

MEETING DATE: December 16, 2008

REFERENCE: Authorizing the Execution of an Interlocal Agreement Between the Township of Wyckoff and The County of Bergen Regarding the Wyckoff Housing Rehabilitation Program

VOTE: BOONSTRA ✓ **GALENKAMP** ✓ **FIORENZO** ✓ **CONNOLLY** ✓ **ALNOR** ✓

WHEREAS, there exists a need for services to assist the Township of Wyckoff in administering the Wyckoff Township Housing Rehabilitation Program; and

WHEREAS, Bergen County Community Development is presently engaged in providing housing rehabilitation services for owner occupied units in Wyckoff Township and elsewhere within the County in connection with the administration of the Bergen County Community Development Home Improvement Program; and

WHEREAS, it is necessary to execute an Interlocal Agreement between the Township of Wyckoff and the County of Bergen to also provide for the administration by Bergen County Community Development of a rehabilitation program for rental units in Wyckoff Township; and

WHEREAS, the Township of Wyckoff has drafted a proposed Interlocal Agreement between the Township of Wyckoff and the County of Bergen to accomplish the administration by Bergen County Community Development of a rehabilitation program for rental units in Wyckoff Township which it proposes to submit to the County of Bergen.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff, County of Bergen and State of New Jersey, that Wyckoff Township intends to enter into the proposed Interlocal Agreement with the County of Bergen for services to assist the Township of Wyckoff in administering its Housing Rehabilitation Program.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Wyckoff Township Committee at a meeting held on December 16, 2008.

Joyce C. Santimauro, RMC,
Township Clerk

INTERLOCAL AGREEMENT

THIS AGREEMENT made the day of , 2008 by and between the Township of Wyckoff, hereinafter the "Township", having offices at Memorial Town Hall, Scott Plaza, 340 Franklin Avenue, Wyckoff, New Jersey 07481, and the County of Bergen, Division of Community Development, having an address at One Bergen County Plaza, Hackensack, New Jersey 07601, hereinafter "Community Development".

WITNESSETH

WHEREAS, there exists a need for services to assist the Township of Wyckoff in administering the Wyckoff Housing Rehabilitation Program as more particularly set forth below; and

WHEREAS, "Community Development" is presently engaged in providing similar services throughout the County in connection with the administration of the Bergen County Community Development Home Improvement Program, and has offered to provide said services to the "Township" pursuant to this Interlocal Agreement; and

WHEREAS, "Community Development" does not currently administer a Housing Rehabilitation Program that is available for rental housing units occupied by income qualified tenants; and

WHEREAS, the Council on Affordable Housing ("COAH") now requires that all municipalities with a rehabilitation share provide a Housing Rehabilitation Program available to rental units as well as owner-occupied units; and

WHEREAS, "Community Development" has agreed to administer a Housing Rehabilitation Program available to rental units in the Township of Wyckoff provided said program is established and fully funded by the Township of Wyckoff; and

WHEREAS, "Community Development" is an experienced administrator of housing rehabilitation programs and duly qualified to operate Wyckoff's Housing Rehabilitation Program; and

WHEREAS, the Township Committee has recommended that the "Township" enter into this Interlocal Agreement with "Community Development" to provide the services set forth below; and

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties agree as follows:

1) "Community Development" agrees to provide the following administrative services in connection with the Wyckoff Housing Rehabilitation Program, consistent with all

requirements of "COAH's" Rules and the Wyckoff Rehabilitation Manual adopted by the Wyckoff Township Committee. More particularly, "Community Development" will:

a) Provide application forms to interested parties upon request of that party;
b) Interview, and certify the income of, interested applicants for housing rehabilitation loans or grants;
c) Perform building inspections and prepare work write-ups;
d) Prepare and solicit bids for individual rehabilitation projects;
e) Perform construction inspections and recommend payments to contractors for completed construction work;
f) Perform final construction inspections to verify that construction has been completed in accordance with the write-ups and bids and that final certificates of occupancy (or equivalent) have been issued;

2) File the required deed restriction (rental unit) and/or lien (an owner-occupied unit) for minimum period of ten (10) years all rehabilitated units; and provide the Wyckoff Municipal Affordable Housing Liaison annual reports documenting the status of rehabilitation projects on forms provided for that purpose by "COAH". The "Township" will fully fund the rehabilitation of all rental units in the Wyckoff Housing Rehabilitation Program, and, to that end, the "Township" will reserve funds in, or place funds out of general revenues into, its Affordable Housing Trust Fund at the minimum rate of $10,000 each year for at least the first five (5) years of the program, and thereafter as needed to replenish the rental rehabilitation funds so that such funds will be available for rental rehabilitation projects. Funds shall be payable from the Affordable Housing Trust Fund on an expedited basis to the party directed by "Community Development" in accordance with the procedures more fully described in the Wyckoff Rehabilitation Manual.

3) In consideration for the administrative services provided by Community Development, the "Township" agrees to pay, and "Community Development" agrees to accept, a fee of Nine Hundred ($900.00) Dollars for each completed rehabilitation project (or "file"). A rehabilitation project or "file" will be deemed completed upon the completion of (b) to (g) above.

4) Administrative fees under this Agreement shall be promptly paid to "Community Development" upon submission of a written invoice and proper "Township" voucher, approved by the Wyckoff Township Administrator and the Township Attorney. No interest or late charges shall be assessed on any amounts due.

5) The terms of this Agreement shall commence upon Execution of this Agreement. Notwithstanding the above, this Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

6) This Agreement shall not be assigned without the prior written consent of the "Township" or the County of Bergen.

7) This Agreement shall be binding upon the successors, heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the "Township" and "Community Development", by duly adopted resolutions, have caused this Agreement to be approved and executed the day and year first above written.

ATTEST:

TOWNSHIP OF WYCKOFF

Joyce C. Santimauro, RMC
Township Clerk

Mayor

ATTEST:

COUNTY OF BERGEN

Dennis McNerney
County Executive

Township of Wyckoff
Bergen County, New Jersey

PROPOSED REHABILITATION PROGRAM MANUAL

Prepared November 25, 2008
Based Upon COAH's Model Rehabilitation Manual

Elizabeth C. McKenzie, AICP, PP License Number LI 00229400

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INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the Township of Wyckoff's Rehabilitation 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 rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration.

The following represents the procedures developed to offer an applicant the opportunity to apply to the program.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or http://www.state.nj.us/lps/dcr/index.html.

SECTION I. ELIGIBLE PARTICIPANTS

A. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households, but the occupants of rehabilitated rental units must be low- or moderate-income. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit, funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households for a period of at least 10 years.

B. Income Limits for Participation

The occupants of the units must have incomes that fall within the low- and moderate-income guidelines established for Bergen County (Housing Region One) by the Council on Affordable Housing (COAH). These limits are revised annually as COAH figures become available and can be found in Appendix A to this Manual.

For owner-occupied units, the carrying costs of the unit (taxes, mortgage, insurance, and rehabilitation repayment mortgage, if applicable, should meet COAH criteria (less than 33% of gross income for families, less than 40% of gross income for seniors).

To the extent possible, the program will give priority to the rehabilitation of housing units occupied by very low and low income households, with the goal of ensuring that at least 50 percent of the units rehabilitated are occupied by low- or very low-income households.

If the rehabilitation program is funded with state or federal funds, the regulations of these funding sources shall be adhered to, using the lowest income limits.

C. Program Area

This is a municipal-wide program. The property slated for rehabilitation must be located in the Township of Wyckoff.

D. Certification of Substandard

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

Roof
Plumbing (including wells)
Heating
Electrical
Sanitary plumbing (including septic systems)
Load bearing structural systems
Lead paint abatement
Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

Code violations will be determined by an inspection conducted by a licensed inspector. All code violations shall be corrected as part of the rehabilitation of the unit, regardless of costs.

SECTION II. AVAILABLE BENEFITS

A. Program Financing

Ordinarily, at least $10,000 per unit will be available for improvements to eligible owner-occupied and renter-occupied units, but this amount shall be increased as needed to include the cost of correcting any and all Code violations so that the completed rehabilitation results in a unit that is fully Code compliant. The minimum average "hard cost" of rehabilitation for any unit rehabilitated within the Township of Wyckoff shall be $10,000 per unit. Any administrative costs shall be over and above these hard costs.

B. Owner-occupied Units

Owner-occupied units shall be rehabilitated through funding programs obtained and administered by Bergen County Community Development (BCCD), supplemented by appropriations by the Township of Wyckoff as needed.

C. Renter-occupied Units

Renter-occupied units shall be rehabilitated through funding providing by the Township of Wyckoff, and administered by contract with BCCD. The renter-occupied rehabilitation program shall be in the form of a 2% interest loan to the owner of the unit, with a 33% match to be provided by the unit owner. The loan shall be repaid upon termination of the affordability controls.

D. Program Affordability Controls

Ten-year controls for affordability on both owner-occupied units and rental units are required.

E. Owner-occupied Affordability Controls

On owner-occupied units, the controls on affordability shall be in the form of a lien and shall comply with all other BCCD rehabilitation program requirements and COAH's Rules.

F. Renter-occupied Affordability Controls

For rental units, the controls on affordability shall be in the form of a deed restriction as follows: see APPENDIX E, MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS, N.J.A.C. 5:80-26.1 (UHAC). The period of affordability controls shall be ten (10) years.

If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable price and affirmatively marketed pursuant to the N.J.A.C. 5:97-9. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9. Affirmative marketing of rental units that are or become vacant during the ten (10) year control period shall be in accordance with the Affirmative Marketing Plan adopted by the Township of Wyckoff.

SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

At least one major system must be replaced or included in the repairs, specifically one of the following:

Roof
Plumbing (including wells)
Heating
Electrical
Sanitary plumbing (including septic systems)
Load bearing structural systems
Lead paint abatement
Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to, the following:

Interior trim work,
Interior and/or exterior doors
Interior and/or exterior hardware
Window treatment
Interior stair repair
Exterior step repair or replacement
Porch repair
Wall surface repair
Painting
Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

D. Certification of Standard

All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a

certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES

A. Application/Interview

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available at the following locations:

Bergen County Community Development
Bergen County Administrative Offices
One Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601-7076

Township of Wyckoff, Office of the Township Clerk
Memorial Town Hall
Scott Plaza
340 Franklin Avenue
Wyckoff, New Jersey 07481

Upon request to either of the above, a preliminary application will be mailed to an interested property owner.

If, after the program staff reviews a preliminary application, an owner-occupant appears to be income eligible, an interview will be arranged with the applicant for a formal application to the program. At the time of the interview, the applicant must present required documentation. Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility for the occupants of the units.

Applications will be processed in the order of receipt. Where there are numerous applications received simultaneously, that exceed the funding currently available, priority shall be given to the rehabilitation of housing units occupied by very low or low income households.

B. Income Eligibility and Program Certification

For the households seeking a determination of income eligibility, both owner-occupants and renter-occupants, all wage earners 18 years of age or older in the household must submit appropriate documentation to document the household income, as further described below.

Property owners of both owner-occupied and renter-occupied units must submit the following documentation:

Copy of the deed to the property.
Proof that property taxes and water and sewer bills are current.
Proof of property insurance, including liability, fire and flood insurance where necessary.

If, after review of the income documentation submitted, an applicant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if the applicant's or each tenants' income exceeds COAH income limits or, for owner occupied units, if the carrying costs of the unit (taxes, mortgage, insurance, including the rehabilitation repayment mortgage, if applicable) will exceed COAH's criteria (less than 33% of gross income for families, less than 40% of gross income for seniors). In the latter situation, applicants may be referred to available affordability assistance programs.

The program staff will arrange for a title search of all properties entering the program.

After the initial interview and the program staff has substantiated that the occupant is income-eligible, and the title search is favorable, the Eligible Certification Form will be completed and signed.

Upon confirmation of income eligibility of the applicant or the applicant's tenants, the program staff will send a letter, including the Eligible Certification Form, to the applicant certifying the applicant's and or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property.

The licensed inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All Code violations and all required repairs shall be identified.

D. Ineligible Properties

If, after review of the property documentation submitted and the inspection report and/or work write-up, an applicant's property is determined to be ineligible, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for any one of the following reasons:

Title search is unfavorable.
Property does not need sufficient repairs to meet eligibility requirements.
Real estate taxes are in arrears.
Proof of property insurance not submitted.
Property is listed for sale or is proposed for development.
Property is in foreclosure.
Total debt on the property will exceed the value of the property.

The municipality may also disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed at least 50 percent of the estimated after-rehabilitation value of the property for the municipality to exclude the property.

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

E. Cost Estimate

The program staff will prepare or cause to be prepared a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner.

Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program. If the property owner desires work not fundable through the program, including work on an owner-occupied unit of a rental rehabilitation project, work on a non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the property owner provides funds to be deposited in the municipality's Housing Trust Fund prior to the commencement of the rehabilitation of the property equivalent to 125 percent of the estimated cost of the elective work. Such deposited funds not expended at the time of the issuance of a certificate of completion/occupancy will be returned to the property owner with accrued interest.

F. Contractor Bidding Negotiations

After the unit and the unit occupant have been certified as eligible, the program staff will provide a list of approved, pre-qualified trade contractors for bidding. The property owner reviews this list and selects a minimum of three and a maximum of five contractors from whom to obtain bids. The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

A property owner may also seek proposals from non-program participating contractors. However, the program administrator and the municipality must pre-approve the contractor prior to the submission of a bid from said contractor.

G. Contract Signing/Pre-Construction Conference

Program staff will meet with the property owner to review all bids by the various trades. This review will include a Final Work Write-up and Cost Estimate. The Contractor Agreement will be prepared by the program staff, as well as the Property Rehabilitation Agreement covering all the required terms and conditions.

The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), Right of Entry Document, a Restricted Covenant, Mortgage and Mortgage Note. The property owner, program staff representative, contractor and bank representative will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which

property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

H. Progress Inspections

The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements.

I. Change Orders

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not funding the additional cost, new financing documents will be executed reflecting the increase.

J. Payment Schedule

The contract will permit three progress payments if the project costs less than $20,000 or four progress payments if the project costs more than $20,000. For example: $24,000 project has four payments, with the first payment of $10,000 and the remaining payments are divided equally. First payment is made when the project is one-quarter completed. Second payment is made when the project is one-half completed. Third at three quarters completed. Fourth and final payment upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and housing/building inspector are satisfied with the work performed. The municipality will then release the payment at the direction of the Program Administrator (BCCD).

Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives a Property Owner Sign-off letter.

The contractor's performance bond will be released within 120 days (4 months) after the final payment is made to the contractor.

K. Appeal Process

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the Wyckoff Township Committee for a hearing. The Township Committee will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the

payment. The Mayor and Council's decision will be binding on both the applicant and the contractor.

L. Final Inspection

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The program staff (or a representative), the property owner, and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

M. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant and Mortgage with the County Clerk.

N. File Closing

After the final payment is made, the applicant's file will be closed by the program staff and the original or a copy of the file shall be submitted to the municipality.

SECTION V. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

A. Complete a Household Eligibility Determination Form

To the extent that the BCCD owner-occupied rehabilitation program is funded with state or federal funds, the regulations of these funding sources must be observed, but the lowest income limits shall apply and the controls on affordability shall be for a minimum of ten (10) years. Income qualification requirements shall adhere to the regulations of the funding source.

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. (except for the asset test).[1] Income verification documentation should include, but is not limited to, the following for each and every member of a household who is 18 years of age or older:

> Four current consecutive pay stubs (including both the check and the stub), including bonuses, overtime or tips, or a 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 monthly benefits such as:

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[1] Asset Test – N.J.A.C. 5:80-26.16(b)3 which provides that if an applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit as published annually by COAH, a certificate of eligibility shall be denied by the administrative agent, unless the applicant's existing monthly housing costs ...exceed 38 percent of the household's eligible monthly income.

Social Security or SSI – Current award letter or computer print out letter

Unemployment – verification of Unemployment Benefits

Welfare -TANF[2] current award letter

Disability - Worker's compensation letter or

Pension income (monthly or annually) – a pension letter

A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.

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 (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).

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 Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

Applicant households shall have 30 days to complete the submission of all required income documentation.

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

Wages, salaries, tips, commissions

Alimony

Regularly scheduled overtime

Pensions

Social security
Unemployment compensation (verify the remaining number of weeks they are eligible to receive)

[2] TANF – Temporary Assistance for Needy Families

TANF

Verified regular child support

Disability

Net income from business or real estate

Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds

Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.

Rent from real estate is considered income

Any other forms of regular income reported to the Internal Revenue Service

Not Income

Rebates or credits received under low-income energy assistance programs

Food stamps

Payments received for foster care

Relocation assistance benefits

Income of live-in attendants

Scholarships

Student loans

Personal property such as automobiles

Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements

Part-time income of dependents enrolled as full-time students

Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

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 reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

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 money market rates, interest will be imputed on the determined value of the real estate.

B. Records Documenting Household Composition and Circumstances

The following are various records for documenting household information:

1. Social Security records or cards. Either individual Social Security card or letter from Social Security Administration

2. Adoption papers, or legal documents showing adoption in process

3. Income tax return

4. Birth Certificate or Passport

5. Alien Registration Card

C. Certification of Income Eligibility

Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

D. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

SECTION VI. CONTRACTOR RELATED PROCEDURES

A. Contractor Selection

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability and the ability to obtain performance bonds, as performance bonds will be required on every rehabilitation project. If it is ever necessary for the municipality or BCCD to access the performance bond in order to complete a project, the contractor will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least $100,000/$300,000 for bodily injury or death and $50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical.

B. Number of Proposals Required

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not appear on the list.[3] The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within 21 days. The contract will be awarded to the lowest bidder[4], provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within ten (10) percent of the cost estimate.

C. Contractor Requirements

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

SECTION VII. MAINTENANCE OF RECORDS

A. Files To Be Maintained on Every Applicant

The program staff 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:

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[3] The program may permit a property owner to seek proposals from non-program participating contractors. However, the rehabilitation program administrator and the municipality must pre-approve the contractor prior to submitting a bid.

[4] If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

Application Form
Tenant Information Form (Rental Units Only)
Income Verification
Letter of Certification of Eligibility or Letter of Determination of Ineligibility

B. Files of applicants approved for the program will also contain the following additional documentation:

Housing Inspection Report
Photographs - Before
Certification of Property Eligibility or Determination of Ineligibility
Proof of Homeowners Insurance
Copy of Deed to Property

C. For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:

Work Write-Up/Cost Estimate
Copies of Bids
Applicant/Contractor Contract Agreement
Recorded Mortgage/Lien Documents
Copies of All Required Permits
Contractor Requests for Progress Payments
Progress Payment Inspection Reports
Progress Payment Vouchers
Change Orders (If needed)
Final Inspection Report
Photographs - After
Certification of Completion
Certification of Release of Contractor's Bond

Individual files will be maintained throughout the process and the original or a copy of the file shall be submitted to the municipality upon termination of the program.

D. Rehabilitation Log

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

E. Monitoring

For each unit the following information must be retained to be reported annually:

Street Address
Block/Lot/Unit Number
Owner/Renter
Income: Very Low/Low/Mod
Final Inspection Date
Funds expended on Hard Costs

Development Fees expended
Funds Recaptured
Major Systems Repaired
Unit Below Code & Raised to Code
Effective date of affordability controls
Length of Affordability Controls (yrs)
Date Affordability Controls removed
Reason for removal of Affordability Controls

SECTION VIII. PROGRAM MARKETING

The municipality will conduct one public meeting announcing the implementation of the housing rehabilitation program. For the term of the program, the municipality will include flyers once a year with the tax bills, sent to all property owners. Program information will be available at the municipal building and on the municipal website. Posters regarding the program will be placed in retail businesses throughout the municipality.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program for interested contractors. Each contractor will have the opportunity to apply for inclusion on the municipal contractor list.

SECTION IX. RENTAL PROCEDURES

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or http://www.state.nj.us/lps/dcr/index.html.

B. Overview of the Affordable Housing Administration Process for Rentals of Rehabilitated Units that are Vacant upon Completion of Rehabilitation or for Rerentals of Rehabilitated Rental Units Still Under Restrictions

1. The Municipal Housing Liaison shall serve as an initial point of contact for unsolicited calls to the municipality about affordable housing and shall direct applicants to the Administrative Agent.

2. The Administrative Agent shall implement the municipality's Affirmative Marketing Plan.

3. The Administrative Agent shall serve as the initial point of contact for all inquiries generated by the affirmative marketing efforts and shall send out pre-applications to interested callers.

4. The Administrative Agent shall accept returned pre-applications for a period of 30 days, which may be extended if no pre-applications have been submitted in the first 30 days. At the end of this time period, if multiple pre-applications have been submitted, applications will be randomly selected, through a lottery, to create a pool of applicants.

5. The Administrative Agent shall pre-qualify applicants in the applicant pool for income eligibility and shall send either a rejection letter to those over the income limit or a preliminary approval letter to those households who appear to be income-eligible.

6. When a unit becomes available, the Administrative Agent shall interview the applicant households and proceed with the income qualification process.

7. The Administrative Agent shall notify applicant households in writing of certification or denial within 20 days of the determination.

8. Once certified, households are further screened to match household size to bedroom size.

9. Certified households that are approved for a rental affordable housing unit will sign UHAC's Appendix K and any other applicable documents, which are held in the applicant file. Applicants then make an appointment with the leasing agent. Applicant households seeking rental units proceed with a credit check, which is generally conducted by the developer, affordable housing sponsor or landlord. If approved, the applicant will sign the lease, pay the first month's rent and the security deposit and receive the keys.

10. The certified household shall then move in to the affordable rental unit.

C. Roles and Responsibilities

Responsibilities of the Municipal Housing Liaison

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. The primary purpose of the Municipal Housing Liaison is 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 Municipal Housing Liaison include the following duties, and may include the responsibilities for providing administrative services as described in the Section entitled 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 the municipality.

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 Municipal Housing Liaison 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 shall be 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 Municipal Housing Liaison.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the Section entitled 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 their portfolio are rented to eligible households. Administrative Agents must:

Secure written acknowledgement from all 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. 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 shall be responsible for overseeing the developer or owner's implementation of the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent and developer, sponsor or owner, the requirements for affirmative marketing shall be addressed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs shall be paid by the owner or developer, as required in the Township's Affordable Housing Ordinance.

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 must 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 certificate acknowledging the rights and requirements of renting an affordable unit, in the form of UHAC's Appendix K.

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 shall 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, Repayment Mortgages, Repayment Mortgage Notes, Leases and UHAC's Appendix 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 shall work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent shall 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. The Administrative Agent is responsible for collecting the reporting data on each unit in his/her 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

Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls.

Responsibilities of Owners of Rental Units

Open and direct communication between the Owners of rental units, 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 shall provide the Municipal Housing Liaison and Administrative Agent with information on vacancies. Owners of rental units 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.

D. Affirmative Marketing

Overview of the Requirements of an Affirmative Marketing Plan

All restricted affordable units are required to be affirmatively marketed using Wyckoff'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.

Wyckoff's Affirmative Marketing Plan can be found in the Appendix to this Manual.

Every Affirmative Marketing Plan must include all of the following:

1. Publication of at least one advertisement in a newspaper of general circulation within the housing region; and

2. Broadcast of at least one advertisement by radio or television throughout the housing region.

3. 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 must include the following information:

1. The address of the project and development name, if any

2. The number of rental units

3. The price ranges of the rental units

4. The name and contact information of the Municipal Housing Liaison, Administrative Agent, property manager or landlord

5. A description of the Random Selection method that will be used to select applicants for affordable housing.

6. Disclosure of required application fees, if any.

Advertisements must contain the following information for each affordable housing opportunity:

1. The location of and directions to the units

2. A range of prices for the housing units

3. The bedroom size(s) of the units

4. The maximum income permitted to qualify for the housing units

5. The locations of applications for the housing units

6. The business hours when interested households may obtain an application for a housing unit

7. Application fees, if any

8. Last date applications will be accepted

9. Contact numbers of the Municipal Housing Liaison, Administrative Agent, property owner, manager or landlord

10. A statement concerning the availability of credit, budget and/or homeownership counseling services

11. If already adopted by ordinance, a statement concerning regional preference

The following statement shall be included on all advertisements: "Visit www.njhousing.gov for more affordable housing opportunities."

Regional Preference

Wyckoff has in its Affordable Housing Ordinance provided that households that live or work in COAH Housing Region One comprised of the following counties (Bergen, Hudson, Passaic and Sussex) 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.

Implementation of the Affirmative Marketing Plan

The Administrative Agent shall oversee the marketing of all affordable units within the Township of Wyckoff. Initially, the affirmative marketing shall be conducted for each project. Once the project has been constructed and initially occupied, affirmative marketing shall be undertaken on an annual basis, or more frequently if required to address rental turnovers, to create and maintain a central list of potential applicants. Detailed records of all affirmative marketing initiatives shall be maintained by the Administrative Agent.

The affirmative marketing process for new affordable units shall begin at least four months prior to the date of expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in Wyckoff's 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 or rented. 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 shall be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool shall be maintained by the Administrative Agent for re-rentals.

When a re-rental affordable unit becomes available, the Administrative Agent shall select applicants from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

The process of selecting applicants from the applicant pool is described in more detail in this Manual under the Section entitled **Random Selection and Applicant Pool(s)**.

FREQUENTLY ASKED QUESTIONS

Question: *How often should we advertise?*

Answer: Administrative Agents responsible for new developments, or newly hired Administrative Agents, must advertise initially to create an applicant pool. For new developments, advertising should begin four months prior to the anticipated occupancy of the units. Advertising should continue monthly until all units are sold or rented. Once all vacant units are filled with eligible households, the Administrative Agent can either close the applicant pool or keep it open. If the applicant pool has sufficient eligible households for approximately two years worth of turnover, COAH recommends that the applicant pool be closed and applications no longer be accepted. In this case, advertising does not need to be conducted until four months before the applicant pool is to be reopened. If the Administrative Agent wishes to keep the applicant pool open, they must conduct some form of advertising on a monthly basis. However, all the components of the Affirmative Marketing Plan do not need to be implemented every month. One strategy can be implemented each month on a rotating basis. The next section provides more information on random selection and applicant pool maintenance to help determine how often advertising should be conducted.

Question: *My county doesn't have a library. How do I comply with the application availability rule?*

Answer: Only 11 of New Jersey's 21 counties have a county library (a list is included on COAH's website for Administrative Agents). If one or more of the counties in a housing region do not have county libraries, applications must be made available at the county administration building.

Question: *Our affordable housing development is very small. It is unnecessary for us to conduct monthly marketing initiatives and the number of applicants in our existing pool already exceeds the two-year rule of thumb. Is there any way for us to maintain compliance without conducting monthly outreach initiatives?*

Answer: COAH suggests that you attempt to partner with other municipalities in your housing region to help defray time and cost or close the applicant pool and do not accept applications until the applicant pool contains fewer applicants and affirmative marketing is implemented.

Question: *We have moderate-income units available, but not low-income units. Can we keep only the moderate portion of the applicant pool open?*

Answer: Yes. In fact, if you regularly have a type of unit that is hard to fill, you may tailor marketing initiatives to fill that type of unit. However, households that submit applications and are not interested or eligible for the targeted unit type must be notified that they will not be placed in the applicant pool until it is reopened for their unit type.

Question: *Are all developments required to conduct affirmative marketing, or just those with a certain number of units, for example, more than five units?*

Answer: All affordable units governed by UHAC are required to be affirmatively marketed. If it is burdensome for a small development to conduct its own affirmative marketing, the municipality and Administrative Agent(s) should consider conducting the affirmative marketing for all the units within the municipality at the municipal level, not at the development level. An alternative is to contract with an Administrative Agent who will do the affirmative marketing for your units as well as other units they manage.

E. Random Selection and Applicant Pool(s)

Initial Randomization

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 shall be accepted for a period of 30 days.

The Administrative Agent shall pre-qualify applicants as soon as applications are received, and shall place preliminarily income-eligible applications in the lottery. Applicants shall be notified in writing of eligibility and non-eligibility in advance of the lottery.

Fourteen (14) calendar days after the close of the application period, sealed applications shall be selected one-by-one through a lottery unless fewer applications are received than the number of available units, in which case all eligible households shall be accepted for placement.

Households shall be informed of the date, time and location of the lottery and invited to attend. At least one member of the governing body shall attend the lottery, in addition to the Municipal Housing Liaison and the Administrative Agent.

An applicant pool shall be created by listing applicants in the order selected.

Applications shall be reviewed for income-eligibility. Ineligible households shall be informed that they are being removed from the applicant pool or shall be given the opportunity to correct and/or update income and household information.

Eligible households shall be matched to available units based upon the number of bedrooms needed (and any other special requirements, such as regional preference or the need for an accessible unit).

If there are sufficient names remaining in the pool to fill future re-rentals, the applicant pool shall be closed.

When the applicant pool is close to being depleted, or on an annual basis, the Administrative Agent shall re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool shall be added to the remaining list of applicants.

Households wishing to apply for affordable housing units between application periods, may be pre-qualified by the Administrative Agent and shall thereafter be notified and permitted to participate in the next random selection process, after affirmative marketing requirements have been fulfilled.

F. 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:

1. Provide an occupant for each unit bedroom;

2. Provide children of different sex with separate bedrooms;

3. Prevent more than two persons from occupying a single bedroom;

4. Require that all the bedrooms be used as bedrooms; and

5. Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms than it needs or wishes to occupy, as long as Fire Safety Codes are met in the occupancy of the unit.

A household can be eligible for more than one unit category, and should be placed in the applicant pool for all categories for which it is eligible.

FREQUENTLY ASKED QUESTIONS

Question: *What happens if a moderate-income household "walks in" (when the applicant pool is closed and no affirmative marketing is being conducted) and I have a moderate unit available with no eligible moderate-income households in the applicant pool?*

Answer: If the Administrative Agent notices that a specific unit type is hard to fill and few eligible households are in the applicant pool, the Administrative Agent should conduct ongoing affirmative marketing for that unit type to ensure a steady stream of certified households and keep the list open for that unit type. The walk-in can be added to the list.

Question: *I am working with an applicant household that requires an accessible unit. Do they skip ahead on the list when an accessible unit becomes available?*

Answer: UHAC does not provide any guidance on this situation. However, COAH suggests that the Administrative Agent consider an accessible unit a unit type, just as a unit is defined by bedroom size. Therefore, if the Administrative Agent is using the initial randomization model, the first household on the randomized list that requires an accessible unit should be selected when an accessible unit becomes available. If the Administrative Agent is using the randomization after certification model, all households of the appropriate size who are in need of an accessible unit, would be selected, and randomized.

Question: *An applicant household has a daughter that has room and board at her college. Can they request a unit that is large enough for her to have a bedroom when she is at home?*

Answer: Yes. If the household has a student away at college who is still claimed as a dependent and maintains the parents' address as a legal address, the student should be counted in the household size.

Question: *Do I have to place a one-person household in a two-bedroom unit if there is no one-bedroom units available or the applicant requests a two-bedroom unit?*

Answer: A household should not be placed in a unit where there is more than one bedroom per household member. In order to deviate from these standards, the Administrative Agent must obtain written approval from COAH. If a development does not have any one-bedroom units, for example, the Administrative Agent should inform one-person households that they will not be offered a unit unless there are no eligible households with more than one person. The Administrative Agent should also refer one-bedroom households to other Administrative Agents within the municipality or region that offer one-bedroom units. The Administrative Agent must demonstrate that every effort has been made to find a household of the appropriate size and composition and that a hardship exists that would justify deviating from the established standard.

Question: *I am working with an applicant household that consists of two parents and five children. This household is applying for a three-bedroom unit. Should this household only be offered a four-bedroom unit?*

Answer: No. The administrator must *strive* to prevent more than two people from occupying one bedroom, as outlined in N.J.A.C. 5:80-26.4(c), but may not force a family to purchase or rent a larger unit as long as it does not violate municipal regulations for over-crowding.

G. Application Fees

The Administrative Agent's fee schedule can be found in the Appendix.

H. 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.

UHAC states that a certified household is not permitted to lease a restricted rental unit that would require more than 35 percent of the verified household income (40 percent for age-restricted units) to pay rent and utilities. However, at the discretion of the Administrative Agent, this limit may be exceeded if:

1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent and the proposed rent will reduce the household's housing costs;

2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

3. The household is currently in substandard or overcrowded living conditions;

4. The household documents the existence of assets, with which the household proposes to supplement the rent payments; or

5. The household documents proposed third party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit; and

6. The household receives budget counseling.

I. Housing Counseling

The Administrative Agent is responsible for providing housing counseling, or providing referrals for counseling, as a part of the Affirmative Marketing Plan and during the application process. 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. If the Administrative Agent is not approved by HUD or by the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey. 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.

J. The Applicant Interview

Ideally, the prospective applicant will be available to meet with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. However, scheduling time off from work may prove burdensome to the applicant. Applicants may also have mobility issues or special needs that also pose an obstacle to an interview. Therefore, the Administrative Agent is prepared to complete the certification process via telephone and mail. If an interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

1. Confirm and update all information provided on the application.

2. 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 over age 18 to sign the Authorization for Release of Information forms and other verification requests.

3. 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.

4. Make sure 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.

K. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

1. Complete a Household Eligibility Determination Form

To the extent that the BCCD owner-occupied rehabilitation program is funded with state or federal funds, the regulations of these funding sources must be observed, but the lowest income limits shall apply and the controls on affordability shall be for a minimum of ten (10) years. Income qualification requirements shall adhere to the regulations of the funding source.

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq.. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

1. Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit and Loss Statement and Balance Sheet.

2. 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.

3. A letter or appropriate reporting form verifying monthly benefits such as

   a. Social Security or SSI – Current award letter or computer print out letter

   b. Unemployment – verification of Unemployment Benefits

   c. Welfare -TANF[5] current award letter

   d. Disability - Worker's compensation letter or

   e. Pension income (monthly or annually) – a pension letter

4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.

5. 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 (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).

6. Evidence or reports of income from directly held assets, such as real estate or businesses.

7. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.

8. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

Applicant households shall have 30 days to complete the submission of all required income documentation.

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

Wages, salaries, tips, commissions

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[5] TANF – Temporary Assistance for Needy Families

Alimony

Regularly scheduled overtime

Pensions

Social security

Unemployment compensation (verify the remaining number of weeks they are eligible to receive)

TANF

Verified regular child support

Disability

Net income from business or real estate

Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds

Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.

Rent from real estate is considered income

Any other forms of regular income reported to the Internal Revenue Service

Not Income

Rebates or credits received under low-income energy assistance programs

Food stamps

Payments received for foster care

Relocation assistance benefits

Income of live-in attendants

Scholarships

Student loans

Personal property such as automobiles

Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements

Part-time income of dependents enrolled as full-time students

Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

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 reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

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 with COAH's Annual Regional Income Limits Chart, the household must 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 must provide a recent, Market Value Appraisal or Realtor Comparative Market Analysis, 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.

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and the current market value and compare it to the asset limit to avoid any unnecessary expense. For instance, if homes are commonly selling in the applicant's neighborhood for over $250,000, it is unlikely that an appraisal will determine a value below the asset limit. The maximum asset limit for Region 1 in 2006, for example, is $139,396.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

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 money market rates, interest will be imputed on the determined value of the real estate.

2. Records Documenting Household Composition and Circumstances

The following are various records for documenting household information:

1. Social Security records or cards. Either individual Social Security card or letter from Social Security Administration

2. Adoption papers, or legal documents showing adoption in process

3. Income tax return

4. Birth Certificate or Passport

5. Alien Registration Card

3. Certify the income eligibility of low- and moderate-income households by completing the application form.

Provide the household with the original and keep a copy in the project files.

L. Approving or Rejecting a Household

Administrative Agents must 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, if applicable, or to any available Affordability Assistance Program.

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 Administrative Agent is unable to place the household in a restricted unit at the conclusion of 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in renting a restricted unit. UHAC's Appendix K 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.

M. Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time.

2. The applicant commits fraud, or the application is not truthful or complete.

3. The applicant cannot or does not provide documentation to verify their income or other required information when due.

4. The household income does not meet the minimum or maximum income requirements for a particular property.

5. The applicant owns assets that exceed the Asset Limit.

6. The applicant fails to respond to any inquiry in a timely manner.

7. The applicant is non-cooperative or abusive with the staff, property manager or landlord.

8. The applicant changes address or other contact information without informing the Administrative Agent in writing.

9. The applicant does not meet the credit standard or other requirement set forth by managers of rental properties.

10. The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.

11. The applicant does not respond to periodic update inquiry in a timely fashion.

12. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.

13. The applicant, once approved, fails to sign the lease in a timely manner.

14. Applicants will also be removed from all lists held by the Administrative Agent once they have been approved for an affordable unit. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit.

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.

Applicants are not automatically removed from rental lists if they do not respond to a Notice of Availability.

Applications may be held in abeyance for a period not to exceed 60 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.

N. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

FREQUENTLY ASKED QUESTIONS:

Question: *Is it a requirement of UHAC that Administrative Agents meet with applicants in person?*

Answer: Because an applicant interview could prove to be burdensome to many households it is not a pre-requisite to purchase or occupancy, although it is encouraged. Administrative Agents should be prepared to conduct the household certification via mail.

Question: *With households filing taxes through e-filing, we are having trouble getting copies of tax returns. How can we get copies of e-filed tax returns?*

Answer: According to the IRS website, transcripts of previously filed tax returns can be ordered by completing a Form 4506-T or calling (800) 829-1040 and following the prompts in the recorded message. There is no charge for the transcript and you should receive it in 10 business days from the time they receive your request. Tax return transcripts are generally available for the current and past three years.

Question: *How can child support payments that are made in cash be documented?*

Answer: If the applicant is depositing the cash child support payments into a bank account, a series of statements from that account should be used to establish a trend of payments. If not, a notarized statement from the former spouse should be obtained to document the income.

Question: *Is it a requirement that the Administrative Agent always obtain a written statement from the household's employer(s) confirming their income and job status?*

Answer: No. However, when evaluating overtime and other income trends, such as bonuses, working directly with the employer is typically much more efficient and reliable than simply evaluating pay stubs.

Question: *Are there any potential issues with renting to a separated family that has a divorce pending?*

Answer: Yes, until a divorce is finalized, a spouse can make claim on a residence rented by the other spouse. Until a divorce is finalized, it is suggested that Administrative Agents place these types of cases on hold.

Question: *How can income eligibility be established for someone that may have been out of work for two years, but had a job during the most recent tax year?*

Answer: As long as the applicant is currently employed, a series of consecutive pay stubs (at least 3 months) should be used to establish the income of an applicant in this or similar situations.

Question: *Can an applicant for a rental unit be rejected solely because they have Section 8 rental assistance?*

Answer: No. A household receiving Section 8 assistance cannot be rejected based on this status. Discrimination such as this is illegal.

Question: *Can an applicant be required to attend and graduate from a Housing Counseling Program in order to rent a restricted unit?*

Answer: No. A household is only required to attend housing counseling if their monthly housing expense exceeds UHAC standards. Administrative Agents, however, are required to provide housing counseling or refer applicants to an approved Housing Counseling Program.

Question: *Do households with Section 8 vouchers automatically qualify for affordable housing under UHAC?*

Answer: Yes, a Section 8 voucher is acceptable for income qualification, provided the applicant meets the criteria of the property manager or landlord. The Administrative Agent must still collect income verification documentation to match the household to an appropriately priced unit.

Question: *Can an existing moderate-income tenant be moved to a low-income unit when they can substantiate that there has been a change in their income? If so, can they bypass the random selection process?*

Answer: Yes, an existing tenant household may re-apply for a low-income unit within the same project if they can prove a change in their circumstances. If qualified, the tenant would be added to the applicant pool. The tenant should also be referred to the local Affordability Assistance Program, if available.

Question: *Does the Administrative Agent need to impute the value of a household's stocks as an asset?*

Answer: Only dividends from stock count towards a household's income. IRS Form-1099 from the previous year should be requested from the applicant if it was not part of their initial application.

Question: *Is there a maximum cost for the credit check?*

Answer: No, but the credit check is included in application fees which may total no more than five percent of the monthly rent.

Question: *In order to overcome inadequate or poor credit, can an applicant have a cosigner on a lease?*

Answer: No one outside the household, as certified by the Administrative Agent, may cosign or otherwise be party to any financing or legal instruments.

Question: *Does UHAC set a minimum income for eligibility for affordable housing?*

Answer: No, UHAC does not specify a minimum income for affordable housing units. However, an applicant household must be able to afford the unit and must not pay more than 33 percent for sale units or 35 percent for rental units of its monthly income (or 40 percent for age-restricted units), unless they meet the exemption criteria set forth in N.J.A.C. 5:80-26.7(b) or N.J.A.C. 5:80-26.13(b).

Question: *After I certify an applicant, how long is that certification valid?*

Answer: Pursuant to N.J.A.C. 5:80-26.16(b), an initial certification is valid for 180 days and may be extended for an additional 180 days once the household's eligibility is verified.

Question: *How do I document third-party assistance from a guarantor? For example, a relative is providing funds toward the applicant's monthly payments.*

Answer: In the case of a rental unit, the applicant should demonstrate regular deposits from third party assistance, or a notarized letter from the third party documenting future assistance. The Administrative Agent must receive a copy of the policy regarding guarantors from the developer, affordable housing provider or owner, so as to assure the policy is applied consistently.

Question: *If an applicant for affordable housing has a "reverse mortgage", how does an Administrative Agent count income from that mortgage?*

Answer: An applicant for affordable housing with a "reverse mortgage" would not be eligible for affordable housing unless that mortgage was satisfied or, at a minimum, a contract for sale of the market unit was in place. "Reverse mortgages" require that the mortgaged property remain the principal place of residence of the person taking the mortgage. Since this is also a requirement of affordable housing only one such residence can be owned or leased at any given time.

Question: *For the purpose of income-qualification, what is considered part-time income of full-time students?*

Answer: Under UHAC, part-time income of persons enrolled as fulltime students, who are reported as dependents to the IRS, is not included in income calculations for determining eligibility. COAH recommends stipulating in the Operating Manual the following criteria in applying this rule:
A full-time student is a member of the household who is enrolled in a degree seeking program for 12 or more credit hours per semester; and
Part-time income is income earned on less than a 35-hour workweek.
Please note that full-time income of full-time students is included in the income calculation.

O. Determining Affordable Rents

To determine the initial rents the Administrative Agent shall use the COAH calculators located at http://www.state.nj.us/dca/coah/administrators/administrators.shtml.

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 shall 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

Size of Unit	Household Size Used to Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

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.

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 30 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.

Affordability Average. The average rent for all affordable units shall not exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for low-income and also for 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.

P. Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases shall be permitted at the anniversary of tenancy according to COAH's Annual Regional Income Limits Chart, available on COAH's website. 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 shall be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual COAH-approved 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 COAH-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.

Section X: LOCAL AFFORDABILITY ASSISTANCE PROGRAM

None available at this time.

Rehabilitation Program Audit Checklist

	UP-TO-DATE OPERATING MANUAL	Comments
☐	Income Limits	
☐	List of Pre-Qualified Contractors	
☐	Sample Forms and Letters	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
☐	*Preliminary Application*	
☐	*Application Form*	
☐	*Income Verification*	
☐	*Letter of Certification of Eligibility or*	
☐	*Letter of Determination of Ineligibility.*	
	Files to be Maintained on Every Property	
☐	*Housing Inspection Report.*	
☐	*Photographs – Before Certification of Property*	
☐	*Homeowner's Insurance*	
☐	*Property Deed*	
☐	*Eligibility or Determination of Ineligibility*	
☐	*Work Write-Up/Cost Estimate.*	
☐	*Applicant/Contractor Contract Agreement.*	
☐	*Mortgage/Lien Documents.*	
☐	*Copies of All Required Permits.*	
☐	*Contractor Requests for Progress Payments.*	
☐	*Progress Payment Inspection Reports.*	
☐	*Progress Payment Vouchers.*	
☐	*Change Orders (If Needed).*	
☐	*Final Inspection Report.*	
☐	*Photographs - After*	
☐	*Certification of Completion.*	
☐	*Certification of Release of Contractor's Bond.*	
☐	Rehabilitation Log	
	MONITORING INFORMATION	
☐	Complete Monitoring Reporting Forms	
	PROGRAM MARKETING	
☐	Annual Public Hearing Notice on Program	
☐	Program Flyer	
☐	Program Brochure	
☐	Flyer mailed Annually to All Property Owners	
☐	Program information available in municipal building,	
☐	library and senior center.	
☐	Program information posted on municipal website.	
☐	Program posters placed in retail businesses throughout	
	the municipality.	

Rehabilitation Program Audit Checklist
For Rental Units

	UP-TO-DATE OPERATING MANUAL	Comments
☐	Income Limits	
☐	Sample Forms and Letters	
	AFFIRMATIVE MARKETING	
☐	Copies of Ads	
☐	Copies of PSA Requests	
☐	Copies of Marketing Requests	
	RANDOM SELECTION	
☐	Log of Applications Received	
☐	Log of Random Selection Results	
☐	Database of Referrals	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
☐	Preliminary Application.	
☐	Application Form.	
☐	Tenant Information Form	
☐	Income Verification	
☐	Letter of Certification of Eligibility or	
☐	Letter of Determination of Ineligibility	
	Files To Be Maintained on Every Rental Unit	
☐	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 tenants, pertinent correspondence	
☐	Copy of lease	
☐	Appendix K	
	Files To Be Maintained on Every Property	
	Deed	

APPENDIX H
ADMINISTRATION/MANUALS

The Township of Wyckoff

AFFORDABLE HOUSING PROGRAM

Procedure Manual for Purchase Units

Property of the Township of Wyckoff

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AFFORDABLE HOUSING PURCHASE PROCEDURE

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WYCKOFF'S AFFORDABLE HOUSING PLAN

Wyckoff's Mount Laurel litigation began in 1989 when John Ambrose, a developer from Hawthorne, sued the Township for the right to construct affordable housing on the Cervino property behind the former Wyckoff Inn. This property was not in the Township's Affordable Housing zoning plan. The Court ruled that the existing overlay Affordable Housing Zone was not acceptable to the Court as a realistic opportunity for Affordable Housing Zoning and the developer was awarded a builder's remedy. Of the 28 units constructed on the site, four are designated as affordable housing.

Wyckoff's Court-approved plan "created the opportunity" for construction of affordable housing on 14 sites in Wyckoff. Many of these sites will continue their present uses since nothing in the Mount Laurel mandate forces any of these property owners to build affordable housing as long as an existing use continues. For example, the sites that are now farms, could continue to be used as farms if that is the desire of the property owner. In the event ownership of the site changes, the new owner can continue that same farm use also.

The Barrister Farm property, formerly the Hoffman Pony Farm on Grandview Avenue consists of 37.2 acre tract. The property was subdivided into 72 new single family residences and 49 townhouses. Seventeen of the townhouses are affordable housing units.

To create a financial incentive for developers to build affordable housing units, the Mount Laurel laws allow a "Builder's Remedy". This means that housing units are constructed with a ratio of approximately 80% of the units sold at market value consistent with the local market while no greater than 20% are sold at prices in line with what a person earning a low and moderate income could afford. Ultimately, persons who qualify for affordable housing purchase must qualify for a mortgage with a lending institution.

The Mount Laurel laws also allow a municipality to meet half of its building obligations by a Regional Contribution Agreement or RCA. This options allows the municipality to enter an agreement with another community to transfer funds from a developer for the purpose of construction of units in the receiving community. The Wyckoff Plan anticipates that up to 50% of all units will be built in other communities where the need for housing is greater. In addition to affordable units for purchase, the COAH rules mandate rental units.

The Wyckoff Mount Laurel Plan seeks to make all of the sites designated for Mount Laurel compatible with the surrounding neighborhoods. Therefore the variety of types of units range from single family detached houses to rental units in the Business Zone. The properties which the Court has mandated for Affordable Housing Zoning and which COAH has approved are:

1. Barrister Farms (former Hoffman Pony Farm) - Sunrise Drive (off of Grandview Avenue)
2. Wyckoff Commons (former Jones property) - Alex Court
3. Windmill Farms (former Passaro Sheep Farm) - Old Mill Lane
4. Turtle Creek (former Cervino property) - Heather Lane

5. Fieldstone at Wyckoff (former Moss Type property) - Fieldstone Terrace (off of Lawlins Road)
6. Owl Creek at Wyckoff (former Hekemian property) - Corner of Godwin and Greenwood Avenues
7. Rockland Electric property - Charles Avenue
8. Sarna property (former Maple Lake property) - Cedar Hill Avenue and Maple Drive
9. Abma property - Lawlins Road
9. Snyder Farms (former Snyder Nursery) - Griner and Wiltsie Court (off of Ravine Avenue)

The Plan, in its entirety, is on file in the Wyckoff Library. For those who feel they may meet the criterion for ownership or rental applications for housing are available at Town Hall Room 110.

AFFIRMATIVE MARKETING

PROGRAM DESCRIPTION - DEVELOPER

1. Any developer subject to this section shall implement the Township's affirmative marketing plan in accordance with COAH's Rules (N.J.A.C. 5:93-11.1 et seq.). The affirmative marketing plan shall be realistically designed to ensure that lower-income persons of all races and ethnic groups within the housing region are informed of the housing opportunities in the development, feel welcome to seek to buy or rent such housing and have the opportunity to buy or rent such housing. It shall include advertising and other similar outreach activities, including but not limited to communication with community-based and civic organizations, religious organizations in the Township and its housing region (as established by COAH) which are likely to have members or clients eligible for lower-income housing. The developer shall actively market affordable units to these appropriate representative groups as part of the affirmative marketing program. A checklist will be utilized in order to monitor the efforts of the developer.

2. Such affirmative marketing shall be implemented by the developer at least one hundred twenty (120) days before issuance of the first certificate of occupancy for affordable housing units and shall continue until all low and moderate income units in the development are under contract for sale and/or lease.

DEVELOPER RESPONSIBILITY CHECKLIST
AFFIRMATIVE MARKETING - NEW CONSTRUCTION

_____ 1. Proof of publication - Advertisement to be published in the Record (all editions)

_____ 2. Proof of publication - Advertisement to be published in the Herald News (all editions)

____ 3. Proof of broadcast (written documentation) on WGHT for 3 consecutive days during commuter hours

_____ 4. Public Service Announcement to Cablevision for their Community Bulletin Board Channel (performed by Township)

_____ 5. Public Service Announcement placed on Wyckoff on the Web

September 11, 1997

Mr. Robert Milanese
Barrister Construction & Development, Corp.
500 Grandview Avenue
Wyckoff, NJ 07481

Re: Developers Responsibilities
Affirmative Marketing for Barrister Farms

Dear Mr. Milanese:

In accordance with the Township's affordable housing ordinance and affirmative marketing plan, you are responsible to publish the enclosed advertisement in the Record (all editions) and the Passaic Herald News (all editions). Please recall, the Township requires proof of publication of these paid advertisements in all editions. Publication is required within 10 calendar days of the date you receive this letter.

The advertisement shall include a border and shall be placed in the real estate section of the aforementioned newspapers in a Sunday edition. Also attached is an advertisement from the Borough of Woodcliff Lake. This is provided to you as an example of an acceptable minimum size advertisement.

You are also responsible to broadcast this information, contained in the enclosed approved advertisement on WGHT, Pompton Lakes, New Jersey for 3 consecutive days during the commuter hours, twice a day (contact Gladys Girao-839-1500). Commuter hours are preferably 7:00 a.m. and 5:00 p.m. A total of six (6) radio spots will be required. The Township also needs written documentation from WGHT that this responsibility has been completed.

It is imperative that you complete these responsibilities in the time-frame indicated. If I can be of any assistance, please contact me at 891-7000 x27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

cc: Township Committee
Robert Shannon, Township Administrator
Philip A. Tornetta, Township Attorney
Cheryl Zega, Affordable Housing Consultant
Russell Huntington, Developers Attorney

CHERYL A. ZEGA
WYCKOFF HOUSING CONSULTANT
SUITE 424
273 PASCACK ROAD
WASHINGTON TOWNSHIP, NEW JERSEY 07675
201-612-0098
F: 201-444-1364

DEVELOPER'S RESPONSIBILITY FOR AFFIRMATIVE MARKETING

1. PAID ADVERTISEMENT

A. IN ACCORDANCE WITH THE WYCKOFF AFFIRMATIVE MARKETING PLAN THE DEVELOPER SHALL HAVE THE KEY RESPONSIBILITY OF DISSEMINATING CERTAIN PRESS RELEASES AND PAYING FOR DISPLAY ADVERTISING.

B. ORDINANCE NO. 1234 STATES THAT THE FEE FOR THE TOWNSHIP TO PROVIDE THE SERVICES REFERRED TO IN THIS LETTER - FORMULATION OF ANNOUNCEMENTS, ADVERTISEMENTS, PRESS RELEASES, OBTAINING PROOF OF PUBLICATION AND HOUSING UNIT PURCHASE PRICE CALCULATION BY LEVEL SHALL BE $295.00. THE ONE TIME FEE MUST BE PAID TO THE TOWNSHIP OF WYCKOFF PRIOR TO THE FORMULATION OF THE ADVERTISEMENT AND EXCLUDES ANY COSTS THE DEVELOPER MAY PAY FOR ADVERTISEMENT PLACEMENT, ETC.

C. THE DEVELOPER SHALL PROVIDE PROOF OF PUBLICATION BY SUBMITTING A COPY OF FINAL DISPLAY ADVERTISEMENT/PRESS RELEASE WITH COPY OF PAID BILL TO TOWNSHIP HOUSING CONSULTANT. AS AN ALTERNATIVE THE ACTUAL NEWSPAPER COPY MAY BE SUPPLIED.

D. IN ALL CASES ADVERTISEMENTS/PRESS RELEASES MUST BE APPROVED IN ADVANCED OF PUBLICATION BY THE TOWNSHIP HOUSING CONSULTANT.

E. THE ADVERTISEMENT SHALL INCLUDE:

*1. STREET ADDRESS OF UNITS
*2. DIRECTION TO HOUSING UNITS.
*3. NUMBER OF BEDROOMS PER UNIT.
4. RANGE OF PRICES/RENTS.
*5. SIZE OF UNITS.

6. INCOME INFORMATION.
7. LOCATION AND HOURS WHERE APPLICATIONS MAY BE OBTAINED.

* ITEMS 1,2,3 & 5 SHOULD BE PROVIDED TO THE TOWNSHIP HOUSING CONSULT ANT WITHIN FIVE (5) BUSINESS DAYS OF THIS MEETING.

2. PRESS RELEASES

A. PRESS RELEASES SHALL BE DISTRIBUTED BY THE DEVELOPER TO:

1. TCI-20
2. WGHT, POMPTON LAKES, N.J.

B. ALL SCRIPTS MUST BE APPROVED IN ADVANCE OF DISTRIBUTION TO THE RADIO OR TELEVISION STATION. THE DEVELOPER MUST PROVIDE ADEQUATE PROOF OF PUBLIC DISSEMINATION. WRITTEN COPY OF PRESS RELEASE AND PAID BILL SHALL BE CONSIDERED ADEQUATE PROOF.

3. CALCULATION OF HOUSING PURCHASE PRICE

A. IN ORDER TO CALCULATE THE RANGE OF PRICES FOR THE UNITS THE DEVELOPER MUST PROVIDE THE FOLLOWING AS SOON AS THE INFORMATION BECOMES AVAILABLE.

1. ESTIMATED MONTHLY ASSOCIATION/HOMEOWNER FEES.
2. ESTIMATED MONTHLY INSURANCE COST ON UNIT.
3. ESTIMATED MONTHLY PROPERTY TAXES.
4. ESTIMATED MONTHLY WATER/SEWER FEES.

a. PROPERTY TAXES SHALL BE BASED ON THE RESTRICTED VALUE OF LOW AND MODERATE INCOME UNITS. ASSOCIATION FEES SHALL NOT EXCEED 28% OF ELIGIBLE GROSS MONTHLY INCOME, GENERALLY ONE- THIRD (1/3) OF THAT PAID BY MARKET PURCHASERS.

4. ANY QUESTIONS

A. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT CHERYL A ZEGA AT 201-444-0991

B. ALL INFORMATION REQUESTED IN THIS LETTER SHOULD BE BOTH FAXED ON AN ONGOING BASIS TO 201-444-1364, AND A SECOND HARD COPY SHOULD BE MAILED TO THE ABOVE ADDRESS.

PUBLIC NOTICE

AFFORDABLE HOMES FOR SALE IN WYCKOFF

Barrister Construction & Development, Corp. is offering for sale one, two and three bedroom affordable housing units to eligible households. The 690 to 1200 square foot townhouses are located in Wyckoff.

Use the chart below to determine whether you would qualify for an affordable housing unit. The chart shows the maximum amount that can be earned for each specific household size. Household means all persons who intend to reside in the home. A household's combined income can be less than the maximum but not more. The estimated selling prices will range from $43,000 to $100,000 depending on household size and number of bedrooms.

Household Size	Maximum Income
1	$33,125
2	$37,857
3	$42,589
4	$47,321
5	$51,106
6	$54,892

The homes can be reached from Route 208 North to the Grandview Avenue exit; right on Grandview Avenue; immediate left on Sunrise Drive; second right onto Red Rock Road; right onto Huntington Court and from Route 208 South to the Grandview Avenue exit; follow U-turn signs; left on Grandview; immediate right on Sunrise Drive; second right on Red Rock Road; right on Huntington Court.

Affordable Housing income eligibility applications may be picked up at the Memorial Town Hall, Scott Plaza (on Franklin Avenue) in the Township of Wyckoff. Please see Susan Schilstra, Room 110 for applications between the hours of 9:00 a.m. to 3:00 p.m., Monday through Friday.

This notice is for information purposes only. It is not an offer by the Township of Wyckoff for the sale of a price restricted affordable housing unit. It is neither a promise nor a guarantee by the Township of Wyckoff of an offer of sale for a price restricted affordable housing unit. The price restricted affordable housing units are being offered for sale solely by the developer, Barrister Construction & Development, Corp.

EXAMPLE

JULY 10, 1994

Affordable Homes for Sale In Woodcliff Lake

Twenty-two semi-detached houses to be constructed in Woodcliff Lake are currently available for sale to eligible households. Fourteen houses will have two-bedrooms and eight will have three bedrooms. The sales prices will vary from about $59,000 to $132,000 depending on household income.

To be eligible, a household must include at least one person eighteen years or older, have enough money in savings to make a down payment of five percent of the purchase price plus have or be able to obtain enough money for closing costs by the time of the purchase, be willing to purchase a home with resale restrictions, submit a complete application with all required documentation and any additional information requested, be able to qualify for a mortgage and have a household income between the following limits:

Household Size:	Two	Three	Four	Five	Six
Minimum Income:	$22,276	$25,061	$35,685	$38,539	$41,375
Maximum Income:	$37,440	$42,120	$46,800	$50,544	$54,288

Applications and additional information may be obtained in person at the following locations:

CHIP - 251 State Street, Hackensack
Woodcliff Lake Borough Hall, 188 Pascack Road, Woodcliff Lake

Applicants may contact CHIP at (201) 489-6816 to have an application form mailed to them.

Applications and a $25 non-refundable application fee must be submitted by Monday, August 8, 1994.

- Radio Announcement -

AFFORDABLE HOMES FOR SALE IN WYCKOFF

Barrister Construction & Development, Corp. is offering for sale one, two and three bedroom affordable housing units to eligible households. The 690 to 1200 square foot townhouses are located in Wyckoff. The homes can be reached from the Route 208 Grandview Avenue exit. Turn onto Sunrise Drive, make second right onto Red Rock Road and right onto Huntington Court.

The estimated selling prices will range from $43,000 to $100,000 depending on household size and number of bedrooms. These income restricted units are based upon maximum income limits. The income eligible applications may be picked up at the Wyckoff Town Hall on Franklin Avenue in the Township of Wyckoff in Room 110, Monday through Friday from 9:00 a.m. to 3:00 p.m.

This announcement is for information purposes only. It is not an offer by the Township of Wyckoff for the sale of a price restricted affordable housing unit. It is neither a promise nor a guarantee by the Township of Wyckoff of an offer of sale for a price restricted affordable housing unit. The price restricted affordable housing units are being offered for sale solely by the developer, Barrister Construction & Development, Corp.

September 11, 1997

Mr. David Capo, Director, Via Fax (337-9126)
Governmental Affairs/Public Relations
TCI of Northern New Jersey
40 Potash Road
Oakland, NJ 07436

Dear David:

Please accept this letter as a request to place the attached information about the Wyckoff Affordable Housing program on your Community Bulletin Board channel. It is requested that you run this advertisement for two (2) weeks.

Thank you for all your assistance to the Township of Wyckoff.

Sincerely,

Robert J. Shannon, Jr.
Township Administrator

RJSJr:ss

Att.
cc/w.att: Township Committee
Philip A. Tornetta, Esq.

mtlaurel\capotci.bar

P.S.A. - CABLEVISION OF OAKLAND COMMUNITY NEWS

Barrister Development & Construction, Corp. is offering for sale one, two and three bedroom affordable housing units to eligible households. The 690 to 1200 sq. ft. units are located on Huntington Ct. in the Township of Wyckoff. These income restricted units are based upon maximum income limits. The income eligible applications may be picked up at the Wyckoff Town Hall on Franklin Ave., Wyckoff, Rm. 110, Monday - Friday , 9 am to 3 pm.

mtlaurel\TCI.bar

MEMORANDUM

TO: Mike Rose, Township Communications Officer

FROM: Susan Schilstra, Affordable Housing Secretary

DATE:

SUBJECT: **AFFORDABLE HOUSING AFFIRMATIVE MARKETING PUBLIC SERVICE ANNOUNCEMENT**

Please accept this memo as a request to place the attached information about the Wyckoff Affordable Housing program on the Township's Cable Television Public Information Channel. It is requested that you run this advertisement for two (2) months.

Susan Schilstra
Planning Board Secretary

cc: Robert J. Shannon, Township Administrator
Robert E. Landel Township Attorney

mtlaurel/rose.housing

AFFIRMATIVE MARKETING

PROGRAM DESCRIPTION - TOWNSHIP OF WYCKOFF

1. The affirmative marketing plan shall be realistically designed to ensure that lower-income persons of all races and ethnic groups within the housing region are informed of the housing opportunities in the development, feel welcome to seek to buy or rent such housing and have the opportunity to buy or rent such housing. It shall include advertising and other similar outreach activities, including but not limited to communication with community-based and civic organizations, religious organizations in the Township and its housing region (as established by COAH) which are likely to have members or clients eligible for lower-income housing.

2. As part of Wyckoff's Affirmative Marketing Program, the Affordable Housing Secretary shall contact eleven regional municipalities and libraries in the COAH region as well as the Board of Education, civic organization and fifteen area houses of worship. This compliance will be performed yearly in order to maintain our pool of certified households.

MEMORANDUM

TO: Robert J. Shannon, Township Administrator

FROM: Susan Schilstra, Affordable Housing Secretary

DATE: December 20, 2002

SUBJECT: ***AFFIRMATIVE MARKETING PLAN FOR AFFORDABLE HOUSING COMPLIANCE 2002***

As a continuing effort in marketing Wyckoff's affordable housing opportunity, I have contacted the following organizations for their assistance and provided them with public service announcements and applications. I have requested that they post this information, make additional copies and include it in their literature (i.e. Church bulletins, employee bulletin board, employees newsletters, etc.).

1. Houses of Worship - 15
2. Senior Citizen Club
3. Chamber of Commerce
4. Board of Education
5. Ramapo/Indian Hills Regional High School District
6. Woman's Club of Wyckoff
7. Bergen County Division of Senior Services
8. Hudson County Office of Aging
9. Sussex County Office of Aging
10. Becton Dickinson & Company
11. Bergen Mall Management Office
12. Nabisco Corporation
13. GFP Corp/Westfield (Garden State Plaza, Paramus, NJ)

II Partners in Pride

II Midland Park/Wyckoff Rotary Club

16. Public Service Announcement release
17. Spring & Fall 2002 Newsletter distribution
18. Webpage 24/7 posting
19. A printable affordable housing application is available on the Wyckoff Webpage 24/7
20. Eleven regional Municipalities & Libraries:

Waldwick	North Haledon	Hoboken
Midland Park	Paterson	Glen Rock
Allendale	Kearny	Sussex
Wayne	North Arlington	

Susan Schilstra
Affordable Housing Secretary

mtlaurel\compliance.02

MEMORANDUM

TO: Mike Rose, Township Communications Officer

FROM: Susan Schilstra, Affordable Housing Secretary

DATE:

SUBJECT: **AFFORDABLE HOUSING AFFIRMATIVE MARKETING PUBLIC SERVICE ANNOUNCEMENT**

Please accept this memo as a request to place the attached information about the Wyckoff Affordable Housing program on the Township's Cable Television Public Information Channel. It is requested that you run this advertisement for two (2) months.

Susan Schilstra
Planning Board Secretary

cc: Robert J. Shannon, Township Administrator
Robert E. Landel Township Attorney

mtlaurel/rose.housing

Revised 4-02
per COAH rules

PUBLIC SERVICE ANNOUNCEMENT

For Immediate Release

For further information contact:
Susan Schilstra
201-891-7000 ext. 27

AFFORDABLE HOUSING UNITS IN WYCKOFF

Wyckoff Affordable Housing applications continue to be accepted for affordable housing in the Township of Wyckoff. Applicants may apply for purchase units and/or rental units.

Affordable housing allows families earning below 80% of the median income level to acquire housing at prices they can afford. Households with the following income levels and based on the number of persons in a family may qualify: 1 person - $41,049; 2 people - $46,913;3 people - $52,778; 4 people - $58,642; 5 people - $63,333; 6 people - $68,024. Households making ABOVE these levels are NOT ELIGIBLE. The Wyckoff affordable housing units are for persons or families of limited income. Those interested in purchasing re-sale units must have five percent of the purchase price available for a down payment and qualify for a mortgage. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household.

Those wishing to apply for low and moderate income housing units may pick up an application Monday through Friday between the hours of 9:00 am and 3:00 pm. Distribution is being handled by Susan Schilstra at the Planning Board office - Room 110 in Memorial Town Hall located at Scott Plaza in the Township of Wyckoff.

* * *

AFFORDABLE HOUSING

In the event that you wish to apply for Wyckoff Affordable Housing, please follow the 2002 Regional Income Limits provided by the New Jersey Council on Affordable Housing (COAH). Applicants may apply for purchase units and/or rental units. Affordable housing allows families earning below 80% of the median income level to acquire housing at prices they can afford. Households with the following income levels and based on the number of persons in a family may qualify:

1 person - $41,049.	4 people - $58,642.
2 people - $46,913.	5 people - $63,333.
3 people - $52,778.	6 people - $68,024.

Households making ABOVE these levels are NOT ELIGIBLE. The Wyckoff affordable housing units are for persons or families of limited income. Those interested in purchasing re-sale units must have five percent of the purchase price available for a down payment and qualify for a mortgage. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household.

HOW TO USE THIS APPLICATION

Below please find the Township of Wyckoff Affordable Housing application. The Affordable Housing application may be printed via this web site. However, you must mail the completed application with all attachments to the Housing Consultant. Please read the instructions carefully.

Remember, applications *cannot* be e-mailed. They must be completed with all required attachments and mailed directly to the Housing Consultant. You must print out as many Verification of Employment forms and complete these forms in duplicate for each member of your family and their employers. Verification of Deposit forms must be printed for all sources of funds for all family members and completed in duplicate.

Once you have submitted the completed application along with a *non-refundable* money order or check to Ms. Zega, the following will occur:

1. It will take approximately 4 to 6 weeks to become certified or placed in an income category according to your household size and income level.
2. Your certification will remain on record until you are notified that you may be among other applicants considered for a unit.

3. At that time a new application must be filed and a processing fee paid if your certification was issued more than 8 months before you were advised that a unit becomes available.
4. Affordable Housing placement is by original date of certification.

We hope this information is helpful. If you have any questions you may contact Susan Schilstra at the Planning Board office by calling 201-891-7000 extension 27.

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)
FIELD(4)

Dear FIELD(5):

As part of Wyckoff's Affirmative Marketing Plan for Affordable Housing in the Township of Wyckoff, would you kindly place the attached Public Service Announcement for the greatest possible awareness. The Township is continuing its efforts in marketing this housing opportunity and respectfully request your assistance.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/wyckoff.ltr

Mrs. Jane Mahometa, President
Senior Citizen Club
220 Crescent Avenue
Wyckoff, NJ 07481

Ms. Ginny Raso, President
Chamber of Commerce
P.O. Box 2
Wyckoff, NJ 07481

Mrs. Claire Orsini, President
Woman's Club of Wyckoff
176 Wyckoff Avenue
Wyckoff, NJ 07481

President
Wyckoff Lions Club
P.O. Box 33
Wyckoff, NJ 07481

Ms. Mary Bugel, President
Partners in Pride
348 Rodney Road
Wyckoff, NJ 07481

Mr. Andy Garlick, President
Midland Park/Wyckoff Rotary Club
215 Oak Street
Wyckoff, NJ 07481

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)
FIELD(4)

Dear FIELD(5):

Thank you for your distribution of a similar letter dated December 27, 2001 that was mailed to you as part of Wyckoff's Affirmative Marketing Plan for Affordable Housing. The Township is continuing its efforts in marketing this housing opportunity and respectfully request your assistance. Please disseminate this information to your members for the greatest possible awareness. The rental units are projected to be available for rent by winter 2002. Affordable housing allows people making below 80% of the median income level to acquire housing at prices they can afford.

Households with the following income levels and based on the number of persons in a family may qualify:

1 person - $41,049	3 people - $52,778	5 people - $63,333
2 people - $46,913	4 people - $58,642	6 people - $68,024

Households making ABOVE these levels are NOT ELIGIBLE. The Wyckoff Affordable Housing units are for those of limited income. Those interested in purchasing must have five percent of the purchase price available for a down payment and qualify for a mortgage.

Those wishing to apply for low and moderate income housing units may pick up an application Monday through Friday between the hours of 9:00 a.m. and 3:00 p.m. Distribution is being handled by Susan Schilstra at the Planning Board office - Room 110 in Memorial Town Hall located at Scott Plaza in the Township of Wyckoff.

Thank you for your assistance.

Respectfully yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/worship.ltr

Pastor Don James
Bethany Church
568 Wellington Drive
Wyckoff, NJ 07481

The Reverend John C. Fisher
Cedar Hill Christian Reformed Church
422 Cedar Hill Avenue
Wyckoff, NJ 07481

Pastor David Lee
Bergen Christian Testimony Church
560 Russell Avenue
Wyckoff, NJ 07481

The Reverend David Overway
Covenant Protestant Reformed Church
283 Squawbrook Road
Wyckoff, NJ 07481

Pastor Wesley Van Dyk
Faith Community Christian Reformed Church
530 Sicomac Avenue
Wyckoff, NJ 07481

Pastor George Hanssen
Advent Lutheran Church
777 Wyckoff Avenue
Wyckoff, NJ 07481

The Reverend David Wiley
Grace United Methodist Church
555 Russell Avenue
Wyckoff, NJ 07481

The Reverend Bruce Hoffman
Second Reformed Church
475 Lafayette Avenue
Wyckoff, NJ 07481

Pastor Kevin Jonas
Wyckoff Assembly of God
139 Franklin Avenue
Wyckoff, NJ 07481

Pastor Fred Provencher
Cornerstone Christian Church
Wyckoff and Russell Avenue
Wyckoff, NJ 07481

Reverend David Bach
Wyckoff Reformed Church
580 Wyckoff Avenue
Wyckoff, NJ 07481

Rabbi Kenneth Emert
Beth Rishon Synagogue
585 Russell Avenue
Wyckoff, NJ 07481

Reverend Monsignor Thomas M. O'Leary
St. Elizabeth Roman Catholic Church
700 Wyckoff Avenue
Wyckoff, NJ 07481

Reverend Father James Moulketis
St. Nicholas Greek Orthodox Church
467 Grandview Avenue
Wyckoff, NJ 07481

Pastor John W. Minnema
Hawthorne Gospel Church
2000 Route 208 North
Hawthorne, NJ 07506

December 19, 2002

FIELD(1)
FIELD(2)
FIELD(3)
FIELD(4)

Attention: FIELD(5)

Dear FIELD(6):

In December of 2001, you were able to provide a public display area to assist us with our affirmative marketing plan on affordable housing in Wyckoff.

Enclosed are 3 copies and 1 master copy of the revised Wyckoff Affordable Housing application form. Please place these copies on your FIELD(7). Please use the master copy to make copies from time to time.

Thank you for your time and attention concerning this matter. If you have any questions, please contact me at 201-891-7000 extension 27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/municipal.ltr

Borough of Allendale
Municipal Building
500 W. Crescent Avenue
Allendale, NJ 07401-1799

Borough of Glen Rock
Municipal Building
Harding Plaza
Glen Rock, NJ 07452

Borough of North Arlington
Borough Hall
214 Ridge Road
North Arlington, NJ 07031

Town of Kearny
Town Hall
402 Kearny Avenue
Kearny, NJ 07032

City of Paterson
City Hall
155 Market Street
Paterson, NJ 07505-1408

City of Hoboken
City Hall
94 Washington Street
Hoboken, NJ 07030

Borough of North Haledon
Municipal Building
103 Overlook Avenue
North Haledon, NJ 07508-2598

Borough of Midland Park
Municipal Building
280 Godwin Avenue
Midland Park, NJ 07432-1836

Township of Wayne
Municipal Building
475 Valley Road
Wayne, NJ 07470-3582

Borough of Waldwick
Municipal Building
15 E. Prospect Street
Waldwick, NJ 07463

Sussex Borough
Municipal Building
2 Main Street
Sussex, NJ 07461-2397

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)

Attention: FIELD(4)
FIELD(5)

Dear FIELD(6):

In December of 2001, you were able to provide a public display area to assist us with our affirmative marketing plan on affordable housing in Wyckoff.

Enclosed are 3 copies and 1 master copy of the revised Wyckoff Affordable Housing application form. Please place these copies on your FIELD(7). Please use the master copy to make copies from time to time.

Thank you for your time and attention concerning this matter. If you have any questions, please contact me at 201-891-7000 extension 27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/library.ltr

Wyckoff Public Library
200 Woodland Avenue
Wyckoff, NJ 07481

Wayne Public Library
12 Nellis Drive
Wayne, NJ 07470

Kearny Public Library
318 Kearny Avenue
Kearny, NJ 07032

Hoboken Public Library
500 Park Avenue
Hoboken, NJ 07030

Glen Rock Public Library
315 Rock Road
Glen Rock, NJ 07452

Allendale Public Library
500 W. Crescent Avenue
Allendale, NJ 07401

Midland Park Public Library
280 Godwin Avenue
Midland Park, NJ 07432

Waldwick Public Library
19 E. Prospect Street
Waldwick, NJ 07463

North Haledon Public Library
129 Overlook Avenue
North Haledon, NJ 07508

Paterson Public Library
250 Broadway
Paterson, NJ 07501

North Arlington Public Library
210 Ridge Road
North Arlington, NJ 07031

Dennis Memorial Library
101 Main Street
Newton, NJ 07860

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)
FIELD(4)

Dear FIELD(5):

As part of Wyckoff's Affirmative Marketing Plan for Affordable Housing in the Township of Wyckoff, would you kindly place the attached Public Service Announcement for the greatest possible awareness for your faculty and staff. The Township is continuing its efforts in marketing this housing opportunity and respectfully request your assistance.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/education.ltr

Dr. James Bender, Superintendent
Board of Education
241 Morse Avenue
Wyckoff, NJ 07481

Mr. David Rindeknecht, Business Administrator/Board Secretary
Ramapo/Indian Hills Regional High School District
George Street
Franklin Lakes, NJ 07417

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)

Attention: FIELD(4)
FIELD(5)

Dear FIELD(6):

As part of Wyckoff's Affirmative Marketing Plan for Affordable Housing in the Township of Wyckoff, would you kindly place the attached Public Service Announcement for the greatest possible awareness on your employee bulletin board. The Township is continuing its efforts in marketing this housing opportunity and respectfully request your assistance.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/business.ltr

Bergen County Division of Senior Service
21 Main Street-Court Plaza South Room 109W
Hackensack, NJ 07601

Becton Dickinson & Company
1 Becton Drive - MC 061
Franklin Lakes, NJ 07417

Bergen Mall Management Office
Room 2701
Paramus, NJ 07652

Hudson County Office of Aging
595 County Avenue
Secaucus, NJ 07094

Nabisco Corporation
2211 Route 208
Fair Lawn, NJ 07410

Sussex County Senior Services
175 High Street
Newton, NJ 07860

GFP Corp/Westfield
1 Garden State Plaza
Paramus, NJ 07652

APPLICATION CERTIFICATION PROCEDURE

1. All applications are either mailed (applicant is to send a self addressed stamped envelope with 4 first class stamps enclosed) to the Affordable Housing Secretary or distributed at the Wyckoff Town Hall, Room 110.

2. The completed application, with the $40 fee, is mailed to Cheryl A. Zega, Wyckoff Housing Consultant, 700-76 Broadway, PMB 382, Westwood, New Jersey 07675-4848.

3. The application is processed by Cheryl Zega:

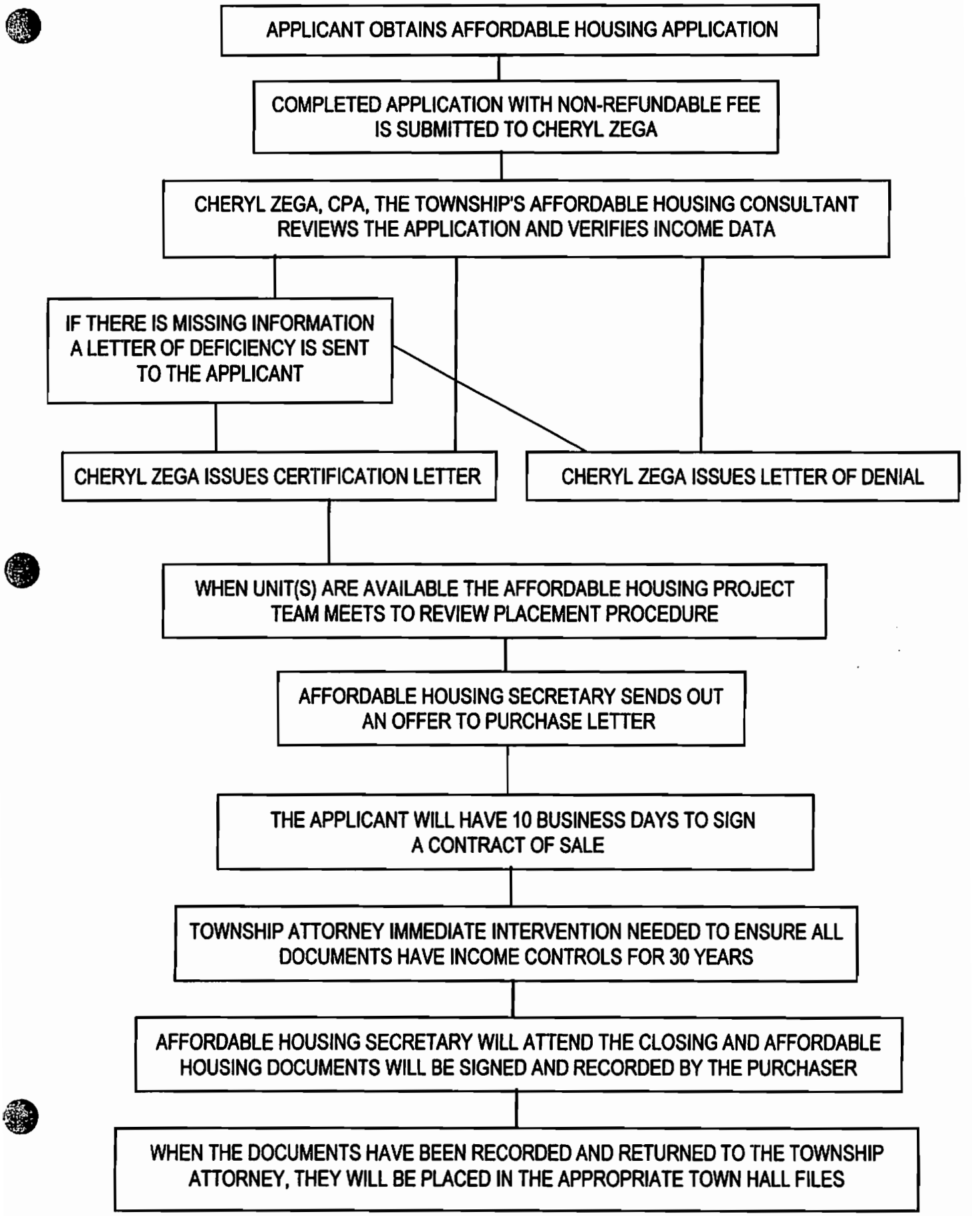
   A. Request verification of employment information from employer for all household members 18 years of age or older who will reside in affordable unit.
   B. Copy of 1040 Individual Tax Return is reviewed for items such as salary data, interest and dividend income, mortgage interest and real estate taxes, rental income, investment detail, etc.
   C. Benefits such as Social Security, Unemployment, Welfare, Disability and Pension income are verified.
   D. Attach a copy of most recent Pay Stub, Alimony Check, Child Support Check, and Divorce Decree/Separation/Custody and/or Child Support Agreement.
   E. Request verification of deposit from banks or other financial institutions regarding trusts, money market accounts, certificate of deposit, checking & savings accounts, etc.
   F. Request evidence of asset value on real estate or business held by household member. Request mortgage/loan balance on real estate.
   G. Review application for notarized statement.
   H. Other information may be requested to complete the application.

4. The applicant is proceeding through the qualification status as the consultant examines the application and verifies the required information. If information is missing, the housing consultant will contact the applicant via a letter noting deficiency of application. Applicant must diligently correct deficiency. If the deficiency is not corrected a notice of ineligibility is sent. Once all the information is collected, the applicant becomes a Potential Income Eligible Purchaser/Renter and Certified provided the applicant meets income requirements. A calculation is performed to determine the applicants percentage of median income. A median income percentage of 0 to 79.99% qualifies the applicant to become a Potential Income Eligible Purchaser/Renter. If the median income percentage is above 79.99% a notice of ineligibility is sent to the applicant noting that he is not eligible. The Township of Wyckoff no longer requires submission of a new application and payment of a fee every eight months. Once you have been notified in writing that you are a certified household, you may need to re-certify if you have a change in income, household size or marital status. Otherwise, the affordable housing consultant may periodically request a new application.

However, you may not be requested to renew your application until a unit is available for which you may be eligible. At that time, you must file a new application and pay a $40 application fee. If the new application is not filed within two (2) weeks of the date you receive notification of the availability of a unit, however, you may be bypassed in favor of another qualified household and lose your position in the pool of certified households. Applicants must inform the Affordable Housing Consultant of any change in income, household size or marital status, address, or phone number or disqualification may result.

5. If your household becomes certified you may be considered for an affordable housing unit when one becomes available. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household. Placement into an affordable housing unit will be based on the original date of certification.

PROCEDURE CHART



AFFORDABLE HOUSING

In the event that you wish to apply for Wyckoff Affordable Housing, please follow the 2002 Regional Income Limits provided by the New Jersey Council on Affordable Housing (COAH). Applicants may apply for purchase units and/or rental units. Affordable housing allows families earning below 80% of the median income level to acquire housing at prices they can afford. Households with the following income levels and based on the number of persons in a family may qualify:

1 person - $41,049.	4 people - $58,642.
2 people - $46,913.	5 people - $63,333.
3 people - $52,778.	6 people - $68,024.

Households making ABOVE these levels are NOT ELIGIBLE. The Wyckoff affordable housing units are for persons or families of limited income. Those interested in purchasing re-sale units must have five percent of the purchase price available for a down payment and qualify for a mortgage. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household.

HOW TO USE THIS APPLICATION

Below please find the Township of Wyckoff Affordable Housing application. The Affordable Housing application may be printed via this web site. However, you must mail the completed application with all attachments to the Housing Consultant. Please read the instructions carefully.

Remember, applications *cannot* be e-mailed. They must be completed with all required attachments and mailed directly to the Housing Consultant. You must print out as many Verification of Employment forms and complete these forms in duplicate for each member of your family and their employers. Verification of Deposit forms must be printed for all sources of funds for all family members and completed in duplicate.

Once you have submitted the completed application along with a *non-refundable* money order or check to Ms. Zega, the following will occur:

1. It will take approximately 4 to 6 weeks to become certified or placed in an income category according to your household size and income level.
2. Your certification will remain on record until you are notified that you may be among other applicants considered for a unit.

3. At that time a new application must be filed and a processing fee paid if your certification was issued more than 8 months before you were advised that a unit becomes available.
4. Affordable Housing placement is by original date of certification.

We hope this information is helpful. If you have any questions you may contact Susan Schilstra at the Planning Board office by calling 201-891-7000 extension 27.

mtlaurel/dooument/web.application

WYCKOFF AFFORDABLE HOUSING APPLICATION
FOR ELIGIBLITY & CERTIFICATIONOF PURCHASERS/RENTERS

1. Please fully complete the attached information so that a determination of household income eligibility can be made. The required data will be used to determine if you qualify as a Potential Income Eligible Purchaser/Renter. Failure to submit complete & **notarized** information will result in a rejection and require the filing of another application. Written notification of change of address, phone number, household composition, income or job status must be provided. Everyone 18 years and older must submit information. If you are not currently married or living with another adult but plan to do so, complete data for all who will live in unit.

2. Attach copy of **FEDERAL TAX RETURNS** (FORM 1040) for the three most recent years. For the Housing Consultant to verify income, obtain Form 1040 Tax Summary from local Internal Revenue Service Center **or** call 1-800-829-1040, hold, as if you have a rotary phone, ask agent to **mail you a copy of your 1040 Tax Summary** for the three most recent years. **Mail a copy of statement that you receive to this office at the address below.**

3. Attach copy of most recent **Pay Stub, Alimony Check, Child Support Check, Pension Check, Unemployment, Disability, Social Security Statement and Divorce Decree/Separation/Custody and/or Child Support Agreement** for **all** family members 18 years and over. If you have an interest in a **Corporation or Partnership** include tax returns for the three most recent years. If self-employed, include a current **Certified Profit & Loss Statement** and **Balance Sheet.**

4. Attach a copy of the most current **Bank Statement** for all checking, savings, money market funds, certificates of deposit, pension, IRA, stock, bond, investment and/or all other types of accounts.

5. If you or co-applicant own an interest in any kind of home, building or land: include a copy of **Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement** indicating **Current Mortgage Balance.** If you own rental property attach copies of all leases.

6. **VERIFICATION OF EMPLOYMENT** – Item 1-employer's address, Item 5-your name & address, Item 6-signature, Item 7-social security number. **FILL OUT IN DUPLICATE** (2 copies per employer). **Mail one copy to us and mail one to each employer.**

7. **VERIFICATION OF DEPOSIT** – use one form per bank, IRA, pension or investment account. Fill in Item 1-institution's name & address, Item 5-account # & information, Item 6-your name & address, Item 7-signature, Item 8-social security number. **FILL OUT IN DUPLICATE** (2 copies per bank). **Mail one copy to us and mail one to each bank, etc.**

8. The application package and a **nonrefundable money order or check** for $40.00, made payable to **Township of Wyckoff**, should be mailed to:

Cheryl A. Zega,
700-76 Broadway, PMB 382, Westwood, NJ 07675-4848

9. If your household becomes certified you may be considered for an affordable housing unit when one becomes available. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household. Your certification will remain on record until you are notified that you may be among other applicants being considered for a unit. At that time a new application must be filed and a processing fee paid if your certification was issued more than 8 months before you were advised that a unit becomes available.

W-9/2002

PURCHASER/RENTER APPLICANT QUESTIONNAIRE
COMPLETE AND INCLUDE WITH APPLICATION

YES	NO	N/A	Answer either YES, NO or Non-applicable (N/A) to each question.
____	____	____	1. Is application signed and notarized by all members 18 or older?
____	____	____	2. Are signed and completed federal tax returns attached for the three most recent years? If not why _____
____	____	____	3. Did you include a copy of your pay stub, alimony, child support, pension check, welfare, disability, unemployment, or social security statement?
____	____	____	4. Did you include a copy of your divorce decree, separation, custody, and/or child support agreement?
____	____	____	5. Do you own any interest in a business, corporation or partnership?
____	____	____	6. If you are self employed did you include a Profit and Loss Statement, and Balance Sheet?
____	____	____	7. Did you include an official statement for checking, savings, money market, certificate of deposit, pension, IRA, stock, bonds investment or any other deposit?
____	____	____	8. Are all verifications of employment complete including your name and address, employers name and address for all persons working in the household?
____	____	____	A. Has 1 copy been mailed to your employer(s)?
____	____	____	B. Has 1 copy been included in the application package?
____	____	____	9. Are all verifications of deposit complete including your name and address, account number(s) and balance(s), financial institution name and address for all members of your household?
____	____	____	A. Has 1 copy been mailed to your financial institution(s)?
____	____	____	B. Has 1 copy been included in the application package?
____	____	____	10. If you own rental property, did you include copies of all leases?
____	____	____	11. If you rent an affordable unit, what will be done with your current home? _____
____	____	____	12. Did you include a check or money order for $40.00 made payable to **'Township of Wyckoff'**?
____	____	____	13. Are you a resident of Bergen, Passaic, Hudson, or Sussex County?

Purchaser/Tenant Application

Household Information

Complete the following information for each household member that will occupy the unit at the time of move-in:

Name First, Middle Initial, Last	Relationship to Head of Household	M/F	Social Security Number	Date of Birth Month, Date, Year

Current Address: _____

Day Phone # (___) _____ Fax# (___) _____ Evening Phone # (___) _____

Do you currently own your own residence _____ or rent _____ Do you wish to purchase _____ or rent _____

Marital Status: Single ___ Married ___ Divorced ___ Separated ___ Widow(er) ___ Student ___ Engaged ____

Other ___ Please explain _____

Answer YES or NO to each question.	YES	NO
1. Do you expect any addition to the household within the next twelve months?	____	____
2. Do you have full custody of your child(ren)?	____	____

Explanation of custody arrangements: _____

_____

_____

3. Have you ever filed for bankruptcy?	____	____

Explanation: _____

_____

_____

Income information

Please use a separate column for each household member who is 18 years of age and receives income. Annual amounts (12 Months) a full year must be provided. **Include documentation for all income sources.**

	Member 1	Member 2	Member 3	Member 4
Gross salary				
Tips, bonuses, commissions, and cash payments				
Self employment Include profit & loss statement				
Armed Forces pay				
Unemployment or Workmen's Compensation				
Public Assistance, General Relief or Aid to Families with Dependent Children, Welfare				
Child Support and/or Alimony Any awarded amounts				
Payments from Social Security Administration				
Veteran's Benefits, Pensions Retirement Benefits or Annuities				
Severance payments				
Regular gifts or payments from anyone outside household				
Payments from rental property, land contracts or other real estate income				
Settlements Such as insurance				
Disability, death benefits or life insurance dividends				
Educational grants, Scholarships, or other Student Benefits				
Lottery winnings or Inheritances				
Any other type of income not listed above				

Asset Information:
Include all assets held and the corresponding annual interest rate, dividends or any other income derived from the asset. Asset is defined as any lump sum amount that you hold and currently have access to. Include the value of the asset and corresponding income from the asset in the space provided.

Include **ALL** assets held by **ALL** household members including minors.

Account Information:
Please list all checking, savings, CDs, money market accounts, treasury bills, mutual funds, IRA, pension, profit-sharing and other accounts/assets held by financial institutions for all persons who will live in unit.

Name & Address of Financial Institution	Account #	Current Value	Annual Income

Asset Information:
Please list all stocks, bonds, real estate (home, building, land, mobile homes, vacation homes or commercial property), cash on hand over $500.00 and personal property as an investment (paintings, coin or stamp collections, artwork, collector or show cars, and antiques)

Name of Asset	Current Value	Annual Income	Number of Shares/ Other Information

Have you or any household member disposed of or given away any asset(s) for **LESS** than the fair market value within the past two years?
Explanation: _____

Zero Income Verification:

Are **YOU** or is any **OTHER ADULT** member of your household claiming zero income? If so, who?

Explanation: _____

_____

_____

Additional Information:
Are **YOU** or is **ANYONE** in your household:

	YES	NO
1. Currently a full-time student, or planning to be one within the next 12 months?	_____	_____
2. Married and currently filing a joint tax return?	_____	_____
3. Received AFDC (Aid to Families with Dependent Children)?	_____	_____
4. Enrolled in Job Training Partnership Act (JTPA) or another similar local, county or state program?	_____	_____
5. A single parent with child(ren) and neither you nor the child(ren) re dependents on anyone else's tax return?	_____	_____
6. Own or share in a business Corp ____ Partnership _____ Self Employed ____		
7. Own real estate, rental property, or land	_____	_____

Section 8 Rental Assistance:

1. Will your household be receiving Section 8 rental assistance at time of move-in?	_____	_____

Name of Agency: _____

Contact Person: _____

2. Will your household be eligible or are your applying to receive Section 8 rental assistance in the next 12 months?

Explanation: _____

Name of Agency: _____

All questions that were answered **YES** will be verified through the appropriate third-party source. It will be your responsibility to provide the Township of Wyckoff with all necessary information to properly process your application and verify your eligibility. This will include names, addresses, phone, and fax numbers, account numbers where applicable and any other information required to expedite this process. If information is not promptly provided you will not be certified.

Notarized Signature

All signatures must be **NOTARIZED**. No application will be accepted without notarization. All members of your household 18 years of age or older **must** sign the application. If you cannot obtain original signatures, please attach affidavits empowering you to sign on their behalf.

Signature Clause

I (We) understand that the Township of Wyckoff is relying on this information to prove my household's eligibility. I (We) certify that all information and answers to the above questions are true and complete to the best of my knowledge. I (We) consent to release the necessary information to determine my eligibility. I (We) understand that providing false information or making false statements may be grounds for denial of my application.

I (We) am (are) further aware and agree that the representations contained in this application, and attachments thereto relied upon by the Township of Wyckoff in connection with its determination of my eligibility shall become part of the contract/lease of the Affordable Housing Unit, and the contract/lease may be terminated by the Township of Wyckoff, if any of said representations are found to be false or misleading.

I (We) also certify that the Affordable Housing Unit I (we) am (are) seeking to purchase/rent will be used as my (our) primary residence. I (We) also certify that all income and other relevant data of all household members who will be occupying the condominium, have been fully disclosed herein. I (We) also fully understand that this application does not obligate me (us) in any way to purchase/rent an affordable housing unit, but will be used to determine my (our) eligibility to purchase/rent.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

I CERTIFY that on (date) _____ (name) _____ personally came before me and acknowledged under oath to my satisfaction that they are named and personally signed this document.
State of _____, County of _____ Notary _____

I CERTIFY that on (date) _____ (name) _____ personally came before me and acknowledged under oath to my satisfaction that they are named and personally signed this document.
State of _____, County of _____ Notary _____

I CERTIFY that on (date) _____ (name) _____ personally came before me and acknowledged under oath to my satisfaction that they are named and personally signed this document.
State of _____, County of _____ Notary _____

I CERTIFY that on (date) _____ (name) _____ personally came before me and acknowledged under oath to my satisfaction that they are named and personally signed this document.
State of _____, County of _____ Notary _____

REQUEST FOR VERIFICATION OF DEPOSIT

Part I – Request – Applicant complete items 1 through 7

1. To: Name and Address of INSTITUTION	2. From: Cheryl A. Zega, Housing Consultant 700-76 Broadway, PMB 382 Westwood, NJ 07675
3. Signature Cheryl A. Zega	4. Title Housing Consultant

I hereby authorize the institution in box 1 to release the information below to Cheryl A. Zega, Wyckoff Housing Consultant.

5. Information to be verified

Type of Account	Account in Name of	Account Number	Balance

6. Name and Address of APPLICANT	7. Signature of Applicant
	8. Social Security Number

Part II – Verification of Depository – Depository complete items 9 through 16. Return to address in item 2.

9. Deposits to be verified

Type of Account	Account in Name of	Account Number	Balance

10. Please provide detail on any outstanding loan balance(s).

11. Please include any additional information which may be of assistance in determination of credit worthiness.

12. If the name(s) on the account(s) differ from those listed in item 6, please supply the name(s) as reflected by your records.

17. Signature of Representative	18. Title	
19. Print or type named signed above	20. Phone Number	21. Date

W-9/2002

REQUEST FOR VERIFICATION OF EMPLOYMENT

Part I – Request – Applicant complete items 1 through 7

1. To: Name and Address of EMPLOYER	2. From: Cheryl A. Zega, Housing Consultant 700-76 Broadway, PMB 382 Westwood, NJ 07675
3. Signature Cheryl A. Zega	4. Title Housing Consultant

I hereby authorize the employer in box 1 to release the information below to Cheryl A. Zega, Wyckoff Housing Consultant.

5. Name and Address of APPLICANT (include employee or badge number)	6. Signature of Applicant
	7. Social Security Number

Part II – Verification of Employment – Employer complete items 8 through 19. Return to address in item 2.

8. Applicant's Date of Employment	9. Present Position	10. Probability of continued employment

11. Current gross base pay (use applicable pay period)

Annual _____ Hourly _____ average number of hours _____

Monthly _____ Weekly _____ use average weekly pay

Bi weekly Bi monthly

Type	Year to Date thru	Past year	Past year	If overtime or bonus is applicable, is its continuance likely?
Base pay				
Overtime				Overtime YES NO
Commissions				
Bonus				Bonus YES NO
Total				Please circle

12. Date of last pay increase _____ 13. Amount of last pay increase _____

14. Other applicable information:

Part III – Authorized signature

15. Signature of Employer	16. Title	
17. Print or type named signed above	18. Phone Number	19. Date

W-9/2002

Cheryl A. Zega
Wyckoff Housing Consultant
700-76 Broadway, PMB 382
Westwood, NJ 07675

CERTIFICATION AS A POTENTIAL INCOME ELIGIBLE PURCHASER/RENTER

DATE _____

_____ DAY PH _____
EVE PH _____
_____ COMP _____
SS# _____
_____ PUR/RENT RGN-W R O

WHEREAS, certain affordable housing units within the Township of Wyckoff are subject to the Affordable Housing Plan ("Plan") dated July 7, 1992 and adopted by the Wyckoff Township Committee, and
WHEREAS, said Plan requires that all Purchasers/Renters of said affordable housing units be qualified and certified as low/moderate income Purchasers/Renters, and
WHEREAS, the Purchaser/Renter named below has made the application to be certified as a potential low or moderate income Purchaser/Renter pursuant to a certain application,
NOW THEREFORE, in accordance with the Affordable Housing Plan, the WYCKOFF HOUSING CONSULTANT for the WYCKOFF HOUSING ADMINISTRATOR does hereby certify as follows:

1. The Application for Certification of _____ to be a potential income eligible Purchaser/Renter of a _____ Income Housing Unit, at the _____% level, for a ___ bedroom unit, for a ___ person family, for the Category _____ along with all other relevant documentation submitted by Renter, has been reviewed, and,

2. Based upon the information furnished and certified to, by the Applicant on the application, which is made part of this Certification, regarding the Purchaser's/Renter's Total Family Income (as defined) and Family Size, that the Purchaser/Renter named herein is a potential Income Eligible Purchaser/ Renter under the terms contained herein and under the terms of and subject to the Affordable Housing Plan for the Township of Wyckoff which is made a part of this Certification.

3. Written notification of change of address, phone number, household composition, income or job status must be provided to the Housing Consultant immediately. Everyone 18 years or older must submit changes to the above address. Requested change <u>not</u> submitted may result in <u>disqualification</u> of the certified household.

4. Household will be requested to meet income eligibility criteria at a later date, resulting in filing of a new application and payment of required processing fee.

Cheryl A. Zega, Wyckoff Housing Consultant
700-76 Broadway, PMB 382
Westwood, NJ 07675
201-444-0991, Fax 201-444-1364

Certification as Potential Income Eligible Purchaser/Renter Explanation Letter

Enclosed please find a Certification which is used to qualify a household as a Potential Income Eligible Purchaser/Renter. The household may be considered for an affordable housing unit when one becomes available. This is **not** a guarantee or promise of an affordable housing unit. The certification will remain on record until the household is notified that it is among other households being considered for a unit. At that time a new application must be filed and a processing fee paid if eight (8) months has passed since the date of certification.

Written notification of change of address, phone number, household composition (size), income or job status or position must be provided immediately by you. Everyone 18 years or older living in your household must submit changes to the above address. Requested change information **not** submitted may result in **disqualification** of the certified household.

The Certification enumerates the following information:

1. You are a potential income eligible purchaser/renter of low or moderate housing, all of which is affordable housing.

2. Your income is a percentage of Bergen County Median Income which ranges form 0 to 79 percent. Levels over 79 percent are not eligible.

3. Number of bedrooms and number of people in family.

The percentage level on the Certification will be matched as closely as possible to a unit when one becomes available in a similar percentage range and income level. For example, if the percentage is sixty percent you would be eligible for a unit around sixty percent. This unit should be affordable to the household based on qualifying income criteria.

Please DO NOT CALL the office if YOU do not hear from us. This means a unit has not become available that meets the income percentage and family size. Currently there are no units available but we do anticipated units will be available in the near future. It is not possible to estimate the waiting time. Thank you for your patience.

NOTICE OF CHANGES TO CERTIFIED HOUSEHOLD

Date _____

To: Cheryl A. Zega
700-76 Broadway PMB 382
Westwood, NJ 07675

From:

_____

_____

_____

Please be notified the following information has changed.

_____ Address _____

_____

_____ Phone Number Day _____ Evening _____

_____ Family size (pregnancy, birth, or death)
Increase _____ Decrease _____

_____ Marital Status Engaged _____ Married _____ Separated _____ Divorced _____
Death _____

_____ Income Please enclose a pay stub with your new income. Please specify frequency of pay. _____Please explain increase, decrease or other change.

_____ Change of job provide details.

_____ Other Income not reported on prior application. Specify details examples include unemployment, pension income, social security, disability income, alimony, child support.

_____ No longer interested in a unit.

Cheryl A. Zega
Wyckoff Housing Consultant
700-76 Broadway, PMB 382
Westwood, NJ 07675

Date _____

_____

_____

_____

Dear Mr./Ms. _____

I regret to inform you that you are "not qualified" for affordable housing due to the following:

_____ your gross income is above the limit to qualify for affordable housing.

_____ deficiencies were not corrected in the specified period and a new application would have to be filed if interest still exists.

Sincerely,

Cheryl A. Zega
Wyckoff Housing Consultant

CHERYL A. ZEGA
WYCKOFF HOUSING CONSULTANT
700- 76 BROADWAY PMB 382
WESTWOOD, NJ 07675
T (201) 444-0991
F (201) 444-1364

_____

_____
_____
_____

Re: PROCEDURE FOR RECERTIFICATION OF PREVIOUSLY CERTIFIED HOUSEHOLDS

Dear _____

New certification and recertification procedures are in effect. These new procedures no longer require submission of a new application and payment of a fee every eight months. Once you have been notified in writing that you are a certified household, you will not have to be recertified or pay another $40.00 fee until you receive notification that a unit is available for which you may apply. At that time, you must file a new application and pay a $40.00 application fee. If the new application is not filed within two (2) weeks of the date you receive notification of the availability of a unit, however, you may be bypassed in favor of another qualified household.

In the interim, in order to maintain your certification and ensure your eligibility for a unit of the proper size and proper price, you must provide notification of any of the following changes as soon as possible after they occur:

1. Change of address.

2. Change of telephone number.

3. Change in household size - (increase or decrease).

4. Change in marital status.

5. Change in income. Provide documented proof of increase or decrease in household income, including the incomes of all household members 18 years of age or older.

6. Change in job status or position for any household member.

7. No longer wish to be certified.

8. Prefer to own or rent (or either).

For your convenience in complying with this request, a form is enclosed.

If you have not provided the above cited information so that we know the type of unit you are qualified to occupy and/or if we cannot contact you in the event an appropriate unit becomes available, you will miss the opportunity to purchase/rent an affordable housing unit for which you may otherwise be qualified. You will also lose your priority status, and you may need to apply for recertification.

Please call us if you have any questions. We thank you for your interest in Wyckoff's Affordable Housing Program and hope that we will be able to help you meet your housing needs.

Sincerely,

Cheryl A. Zega

NOTICE OF CHANGES TO CERTIFIED HOUSEHOLD

Date _____

To: Cheryl A. Zega
700-76 Broadway PMB 382
Westwood, NJ 07675

From:

_____

_____

_____

Please be notified the following information has changed.

_____ Address _____

_____

_____ Phone Number Day _____ Evening _____

_____ Family size (pregnancy, birth, or death)
Increase _____ Decrease _____

_____ Marital Status Engaged _____ Married _____ Separated _____ Divorced _____
Death _____

_____ Income Please enclose a pay stub with your new income. Please specify frequency of pay. _____Please explain increase, decrease or other change.

_____ Change of job provide details.

_____ Other Income not reported on prior application. Specify details examples include unemployment, pension income, social security, disability income, alimony, child support.

_____ No longer interested in a unit.

AFFORDABLE HOUSING AVAILABILITY

1. When newly constructed housing becomes available, the Housing Consultant will contact the Developer(s) to discuss the calculation of the purchase price as follows:

   A. Taxes
   B. Insurance fees
   C. Maintenance fees, etc.

   When the purchase price has been established, the Developer will advertise the unit(s) available, price and income level with the help of the Housing Consultant. The Affordable Housing Secretary will draft the advertisement/press release and the Developer will pay the cost of this advertisement. Proof of publication shall be provided to the Affordable Housing Secretary for purposes of fulfilling the affordable housing marketing agreement.

2. The Affordable Housing Consultant will contact the first eligible purchaser or rental applicant, based on their respective position in the pool of certified households, that qualifies for the particular unit available based on household composition & percent of median income. The applicant will meet with the Developer to see the housing unit or plans. The applicant will have 10 business days to sign the Contract of Sale. The applicant will then contact a financial institution to secure a mortgage from a list of banks or any other financial institution of their choose. When the contract of sale has been signed, a closing date will be scheduled. The Affordable Housing Secretary will attend these closings in order to have the appropriate documents signed and to collect the $500 original sales price fee from the developer or $300 re-sale fee from the seller. In the applicants file, labeled by street and block/lot, the following documents will be kept:

   A. Recorded Affordable Housing Unit Agreement
   B. Recorded COAH Second Repayment Mortgage
   C. Second Repayment Mortgage Note
   D. Copy of signed Contract of Sale
   E. Copy of signed Deed
   F. HUD-1 Settlement Statement

   In-house offices who will also receive this package of information are the Municipal Clerk (original documents), Township Attorney, Affordable Housing Consultant, Tax Assessor, Affordable Housing file and the archives.

3. Once the unit have been purchased and occupied, the Affordable Housing Secretary will mail a yearly emergency contact form, a list of restrictions that were agreed to at the time of closing and a list of commonly asked questions to the homeowner. The emergency contact form will be returned to the Affordable Housing Secretary.

Date

Dear _____:

You have completed the certification process and may be eligible to purchase _____ Address, a one (1) bedroom affordable housing unit at the_____ Development. In anticipation of the above, please perform the following:

1. Contact a financial institution of your choice and ask them to pre-qualify your household for an affordable housing mortgage based upon your current income. You may utilize a financial institution from the attached list or select your own. Please contact the financial institution within 5 days of receipt of this letter and advise me within ten (10) days thereafter or **not later than** date if you have been pre-qualified for a mortgage.

2. Once you have been pre-qualified for a mortgage from a financial institution of your choice, you must contact the developer, _____, at (___) ____-_____ to discuss with him the contract of sale for the housing unit, floor plans or site visit. You are also instructed to contact me at the same time.

3. As per the Council on Affordable Housing (COAH) regulations, the purchase price of the unit may be subject to change based on the annual COAH meeting. The current price of the unit is $_____.

4. **In the event that you cannot pre-qualify your household for an affordable housing mortgage and/or produce the required down payment or you are not interested in purchasing this unit, contact me immediately.**

If you have any questions, please contact me at 891-7000 x27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

cc: Developer
Robert E. Landel, Township Attorney

Regular mail\Certified mail #_____

Date

_____
_____
_____

Dear _____:

In accordance with our telephone conversation, it is the Township's understanding that you have chosen not to purchase an affordable housing unit for which you have been certified as advised in my correspondence to you of date.

Based upon the foregoing, we will consider this transaction to purchase an affordable housing unit at _____ no longer valid. If you need any assistance or have any questions, please contact me at 201-891-7000 extension 27.

Thank you for your interest in Wyckoff's affordable housing program.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

cc: Robert E. Landel, Township Attorney
Robert Shannon, Township Administrator
Cheryl Zega, Twp. Affordable Housing Consultant
Developer

Regular mail\Certified mail # _____

CLOSING PROCEDURE

1. When the contract of sale has been signed, a closing date will be scheduled. The Affordable Housing Secretary will attend these closings in order to have the appropriate documents signed and to collect the $500 original sales price fee from the developer or $300 re-sale fee from the seller. At closing, the original Affordable Housing Agreement and Second Repayment Mortgage will be signed by the buyer and the buyer's attorney will have these two documents recorded at the cost of the buyer. A signed copy will also be given to the buyer and one copy will be placed in the buyers file until the recorded copies are received. A copy of the Second Repayment Mortgage Note and HUD-1 Settlement Statement will also be put in the buyers file. The applicants file, after the recorded documents have been received from the County, will be labeled by street and block/lot, and the following documents will be placed in a folder:

   A. Recorded Affordable Housing Unit Agreement
   B. Recorded COAH Second Repayment Mortgage
   C. Second Repayment Mortgage Note
   D. Copy of signed Contract of Sale
   E. Copy of signed Deed (and a copy of the recorded first page)
   F. HUD-1 Settlement Statement

2. In-house offices who will also receive this package of information are as follows:

   A. Municipal Clerk (original documents)
   B. Township Attorney
   C. Affordable Housing Consultant
   D. Tax Assessor
   E. Affordable Housing file
   F. Archives

Name of Development

( ) bedroom condominium

MF/AH

Address

BLK ___ LOT ____

Affordable Housing Regulations	Received
Contract of Sale (copy with signatures)	x
Copy of recorded Deed - copy with signatures Check for affordable housing language	
Original recorded Affordable Housing Agreement (original with signatures - Mayor & Clerk sign)	
Original recorded Second Repayment Mortgage (original with signatures)	
Original Second Repayment Mortgage Note (original at closing with signatures)	
Copy of HUD-1 Settlement Statement (copy at closing with signatures)	
Affordable Housing sales fee at closing - $500 (Developer to the Township of Wyckoff - closing)	

Purchaser: _____

Purchaser's Attorney: _____

_____

_____

Phone # _____

mtlaurel/documents/closing.checklist

MONITORING PROCEDURE

1. In January/February of each year the monitoring letter will be mailed to existing occupants of affordable housing units.

2. Any new unit which is occupied during the year will receive a monitoring letter within 30 day of closing or rental.

3. For economical reasons, these letters will not be sent certified mail but a copy will be made of the stamped envelope. These letters will be hand delivered to the post office.

4. A current monitoring book will be kept in the Planning Board office.

5. A file will also be maintained of past emergency forms in the Burgemeester Room.

March 27, 2003

FIELD(Field 1)
FIELD(Field 2)
FIELD(Field 3)

Dear FIELD(Field 4):

As you are aware, the affordable housing unit which you purchased is subject to certain restrictions. These terms, restrictions and covenants which begin on the date the closing and transfer of title takes place are detailed in the Affordable Housing Agreement - A Declaration of Covenants, Conditions and Restrictions which you signed and received at closing. The document also sets forth the time period of restriction. This letter is to remind you of some of the restrictions which you have agreed to accept.

Did You Know . . .

- You may **not** refinance your unit without first contacting the Wyckoff Affordable Housing office and receiving instructions on how to proceed.
- You may **not** sell your unit without **first** contacting the Wyckoff Affordable Housing office and receiving instructions on how to proceed.
- You must contact the Wyckoff Affordable Housing office in writing at least 90 calendar days before you plan to put your unit on the market.
- The maximum allowable resale price will be established by the Wyckoff Affordable Housing Administrator.
- You may not sell your unit to anyone except a purchaser who has been certified by the Wyckoff Affordable Housing Administrator to be income eligible to purchase an affordable unit.
- You may not rent your unit without first receiving written permission and instructions for doing so from the Wyckoff Affordable Housing Administrator. Written permission may only be granted for extremely extraordinary circumstances for a short duration and the tenant must be certified by the Wyckoff Housing Administrator to be income qualified.
- The unit shall remain your primary residence (i.e. you must personally occupy the unit at least nine (9) months out of each year).

- You will not be reimbursed for capital improvements you make to your unit, except for very specific kinds of improvements for which you may be able to be reimbursed when you sell your unit. You should check with the Wyckoff Affordable Housing Administrator before undertaking any improvement to be sure it is permitted and to find out if you will be able to be reimbursed for it at the time you sell your unit.

- You have agreed to abide by all of the terms and conditions of Chapter X, Section 186-48 et seq. of the Code of the Township of Wyckoff, "Affordable Housing Regulations" as such Chapter X may, from time to time, be amended and supplemented, and the Affordable Housing Unit Agreement, the Second Repayment Mortgage and the Second Repayment Mortgage Note which you signed at the time you purchased your unit. Any person who violates any provision of Section 186-48 et seq. of the Code of the Township of Wyckoff, "Affordable Housing Regulations", will be subject to prosecution and will be fined in an amount not to exceed five hundred dollars ($500.00) for each day the violation occurs and will also be required to forfeit any monies obtained through unauthorized activities including unauthorized resales or rentals of deed restricted affordable housing units.

We have placed a copy of the Housing Element and Fair Share Plan in the Wyckoff Public Library for your convenience and review. You should familiarize yourself with the rules and regulations of the Wyckoff Plan.

Would you please fill out the enclosed Emergency Contact Form and mail it back to us in the enclosed envelope within ten (10) days. It is our policy to ask for an emergency contact(s) in the event it is ever needed for any reason.

I hope you enjoy living in the community of Wyckoff and should you require further clarification or assistance with the information in this letter, please feel free to contact me at 891-7000 x27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

Attachments:
1. Emergency Contact Form (1 page)
2. Commonly asked questions & answers (3 pages)

cc: Robert E. Landel, Township Attorney
Cheryl A. Zega, Housing Consultant

Township of Wyckoff
Affordable Housing Unit

EMERGENCY CONTACT FORM
(FOR TOWNSHIP USE ONLY)

Date _____

To: Township of Wyckoff
Memorial Town Hall
Scott Plaza - Room 110
Wyckoff, NJ 07481

From:

Name _____

Unit Address _____

Phone Number:

Day _____

Evening _____

Emergency contact person/address/phone number (not a member of your household):

_____

_____

_____

Other Data:

_____

_____

COMMONLY ASKED QUESTIONS BY WYCKOFF AFFORDABLE HOUSING UNIT OWNERS

For your convenience we have enclosed a list of commonly asked questions with answers. If you have further questions please feel free to call us for assistance.

1. **May I sell my Wyckoff Affordable Housing unit?**

   Yes, you may sell your Wyckoff Affordable Housing unit subject to specific restrictions.

2. **If I wish to sell my Wyckoff Affordable Housing unit how do I start the process?**

   You must call the Wyckoff Affordable Housing Administrator at 201-891-7000 and the Administrator will provide you with instructions on how to proceed. You will be instructed to notify the Wyckoff Affordable Housing Administrator of the intent to sell in writing at least 90 calendar days before the Wyckoff Affordable Housing unit is to become officially available.

3. **If I wish to refinance my Wyckoff Affordable Housing unit how do I start the process?**

   See #2 above.

4. **May I list my Wyckoff Affordable Housing unit with a realtor?**

   No, you may not list your Wyckoff Affordable Housing unit with a realtor. See #2 above.

5. **Will a buyer be available immediately to purchase my Wyckoff Affordable Housing unit?**

   No, you must call the Wyckoff Affordable Housing Administrator at least 90 calendar days before you plan to put your unit up for sale. He will instruct you to notify him in writing of your intent to sell at least 90 calendar days before the Wyckoff Affordable Housing unit is to become officially available.

6. **At what price can I sell my Wyckoff Affordable Housing unit?**

   Your Wyckoff Affordable Housing unit may be sold at the maximum allowable resale price which will be established by the Wyckoff Affordable Housing Administrator using specific Affordable Housing income guidelines.

7. **Must my Wyckoff Affordable Housing unit be sold to a purchaser who has been completely certified by the Wyckoff Affordable Housing Administrator like myself?**

Yes, the Wyckoff Affordable Housing unit must be sold to a purchaser who has been certified by the Wyckoff Affordable Housing Administrator and has been deemed an income eligible purchaser and met the income as well as other criteria.

8. May I rent my Wyckoff Affordable Housing unit?

Generally, a Wyckoff Affordable Housing unit may not be rented, except in extremely extraordinary circumstances and for only a short duration of time and only with the permission of the Wyckoff Affordable Housing Administrator.

9. What should I do if I have a hardship situation and wish to rent my Wyckoff Affordable Housing unit?

You must write the Wyckoff Affordable Housing Administrator a letter explaining why you need to rent your unit. You must show a real hardship to be considered. Instructions and permission will be granted in writing if the Wyckoff Affordable Housing Administrator determines that your circumstances are extremely extraordinary. If granted, the rental period will only be for a short duration of time and the tenant must be certified by the Wyckoff Affordable Housing Administrator to be income qualified.

10. Does the Wyckoff Affordable Housing unit have to be my primary or main residence?

Yes, you must personally occupy the Wyckoff Affordable Housing unit for at least nine (9) months out of each year.

11. When I sell my Wyckoff Affordable Housing unit can I ask to increase my selling price by the cost of capital improvements?

Generally, you cannot increase the selling price of your Wyckoff Affordable Housing unit for the cost of capital improvements. However, there are specific items for which the Wyckoff Affordable Housing Administrator may allow a price increase if prior written permission from the Housing Administrator was obtained before the capital improvement was performed.

12. What are the specific capital improvements for which I may ask in writing for a price increase?

Price increases shall not be allowed for capital improvements which do not render the Wyckoff Affordable Housing unit suitable for a larger household, except that the depreciated value of central or permanently affixed air conditioning purchased subsequent to your purchase of the Wyckoff Affordable Housing unit and not therefore included in the base price may be added to the maximum permitted sales price after it is calculated.

13. How do I request a price increase for the above?

You must provide the Wyckoff Affordable Housing Administrator with records documenting the cost of the air conditioning and that you obtained written permission prior to performing the capital improvement. This must be provided at the time you notify the Wyckoff Affordable Housing Administrator in writing that you intend to sell your Wyckoff Affordable Housing unit.

14. What are examples of capital improvements or property which <u>are not eligible for sales price increases</u>?

At the time of resale, all items of property which are permanently affixed to the Wyckoff Affordable Housing unit, whether or not said items were included with the original purchase, shall remain installed in their original locations and in good condition and shall be included in the maximum permitted sales price. Such items shall include but are not limited to, wall-to-wall carpeting, range, oven, washer and/or dryer (if there when the unit was purchased or subsequently installed), dishwasher, tile, mirrored doors, storm doors and the like. Please refer to Section F.6(b) & (c) of the Fair Share Plan.

* * * * *

These questions and answers are not comprehensive and may only answer some of your questions. Please refer to the Fair Share Plan under Procedure for Resale for further detail and the Affordable Housing Unit Agreement you signed at the time you purchased your unit. A copy was provided to you at closing and a copy is also conveniently located in the Wyckoff Public Library.

AFFORDABLE HOUSING RE-SALE PROCEDURE

1. The owner of an affordable housing unit who would like to sell their unit is to contact the Housing Consultant and obtain the Maximum Restricted Resale Price document for their affordable housing unit. They must mail the following items to the Housing Consultant:

   A. HUD-1 Settlement Statement, received at the closing of the unit.
   B. A check for $35.00 made payable to the "Township of Wyckoff" for providing this service.

2. Within ten (10) business days of receipt of the above the homeowner will receive the Maximum Restricted Resale Price. The price given represents the maximum amount for which the unit can be sold. While the Affordable Housing Plan places a Maximum Restricted Resale Price on an affordable unit it does not establish a Minimum Restricted Resale Price nor does it guarantee the amount of profit, if any. The real estate market may determine that owners of affordable units will have to reduce their asking price, as all other homeowners often do, in order to sell their unit.

3. The Maximum Restricted Resale Price for the unit shall remain valid for sixty (60) business days during which time the unit must be offered for sale. If not offered for sale, the resale price will be invalid and the owner will have to request and pay for another calculation of the Maximum Restricted Resale Price.

4. Once the maximum restricted resale price has been established and the unit is offered for sale, a pool of certified potential purchaser/renter applicants, based on their respective position in the pool of certified households, household composition & percent of median income, according to the household composition and percent of median income of the available unit to purchase, will be compiled and contacted by either the Housing Consultant or the Affordable Housing Secretary. They will be given the owner's phone number and told to call the owner to arrange a mutual convenient appointment to view the unit. The owner should expect calls approximately ten (10) business days from the date of notification.

5. A potential purchaser interested in making an offer, must call the Housing Consultant to discuss the offer so that all offers may be documented. The homeowner is to keep a detailed list of all persons viewing the unit.

6. Agreement upon a contractual resale price, the seller's or buyer's attorney shall prepare the contract of sale and related paperwork. The Township of Wyckoff Municipal Attorney shall be notified by the Housing Consultant and will provide respective attorneys with specific language that shall be included in the Affordable Housing Unit Agreement. The applicant will then contact a financial institution to secure a mortgage from a list of banks or any other financial institution of their choice. When the contract of sale has been signed, a closing date will be scheduled.

7. The Affordable Housing Secretary will attend these closings in order to have the appropriate documents signed and to collect the $300 resale fee from the seller. The seller will also pay $50 for a smoke detector certification. The buyer will pay $80 to the Township of Wyckoff at the time of closing and will receive a Certificate of Occupancy from the Township after the affordable housing documents have been signed. In the applicants file, labeled by street and block/lot, the following documents will be kept:

   A. Recorded Affordable Housing Unit Agreement
   B. Recorded COAH Second Repayment Mortgage
   C. Second Repayment Mortgage Note
   D. Copy of signed Contract of Sale
   E. Copy of signed Deed
   F. HUD-1 Settlement Statement
   G. Certificate of Occupancy

   In-house offices which will also receive this package of information are the Municipal Clerk (original documents), Township Attorney, Affordable Housing Consultant, Tax Assessor, Affordable Housing file and the archives.

8. Once the resale unit has been purchased and occupied, the Affordable Housing Secretary will mail a yearly emergency contact form, a list of restrictions that were agreed to at the time of closing and a list of commonly asked questions to the homeowner. The emergency contact form will be returned to the Affordable Housing Secretary.

9. "In no case shall the seller be permitted to receive more than the maximum price permitted. In no case shall a sale pursuant to this section eliminate the resale controls on the unit or permit any subsequent seller to convey the unit, except in full compliance with the terms of N.J.A.C.5:93."

10. Failure to conform to the Plan "shall automatically empower and entitle the Township of Wyckoff to immediately commence court action to obtain a judgement against the owner to the effect that the owner is in violation of the terms, restrictions and provisions of the Wyckoff Affordable Housing Plan."

Cheryl A Zega, Wyckoff Housing Consultant
700-76 Broadway PMB 382
Westwood, NJ 07675
201-444-0991 Phone 201-444-1364 Fax

MAXIMUM RESTRICTED SALES PRICE FOR SALE OR REFINANCE

Enclosed please find the Maximum Restricted Resale Price for your unit. The price shall remain valid for sixty (60) calendar days during which time the unit must be offered for sale. If not offered for sale, the resale price will be invalid and the owner will have to request and pay for another calculation of the Maximum Restricted Resale Price. If you wish to proceed with selling or refinancing your unit you must complete and sign the enclosed form and mail it to Cheryl A. Zega, Wyckoff Housing Consultant, 700-76 Broadway PMB 382, Westwood, NJ 07675. Receipt of completed form is considered notification to sell unit or notification of refinance.

If the Affordable Housing Unit is to be refinanced or a home equity loan or any other loan taken, the total amount borrowed cannot exceed the deed restricted value. This is a deed restricted Affordable Housing Unit.

At this time certified applicants are compiled from the pool of certified households. Each applicant is called and given information on said unit. Applicant will call the owner to set up a mutually convenient appointment to view the unit. The owner should expect calls approximately ten days from date of notification.

While the Affordable Housing Plan places a Maximum Restricted Resale Price on an affordable unit it does not establish a Minimum Restricted Resale Price nor does it guarantee the amount of profit, if any. The real estate market may determine that owners of affordable units will have to reduce their asking price, as all other homeowners often do, in order to sell their unit.

If applicant wishes to make an offer, applicant and owner should contact Cheryl A. Zega at 201-444-0991. Applicant can offer any amount at or less than the Maximum Restricted Resale Price.

Upon agreement of contractual resale price, the seller's or buyer's attorney shall prepare the contract of sale and related paperwork. The Township of Wyckoff Municipal Attorney shall be notified by the consultant and will provide respective attorneys with specific language to be included.

At closing a fee of $300 will be collected for services rendered. Specific language to this effect shall be inserted into the Contract of Sale as well as the Deed. Buyer shall not have clear title until fee is paid. The check drawn from proceeds of the sale, in the form of an attorney trust account check should be made payable to the Township of Wyckoff. It should be mailed to Susan Schilstra, Affordable Housing Secretary, Memorial Town Hall, Scott Plaza, Wyckoff, NJ 07481, with a copy of the contract of sale and deed, so that the Affordable Housing Unit can be properly recorded with the Wyckoff Housing Consultant and the Wyckoff Affordable Housing Authority.

"In no case shall the seller be permitted to receive more than the maximum price permitted. In no case shall a sale pursuant to this section eliminate the resale controls on the unit or permit any subsequent seller to convey the unit, except in full compliance with the ten1.1S of N.J.A.C. 5:93." Failure to conform to Plan "shall automatically empower and entitle the Township of Wyckoff to immediately commence court action to obtain a judgment against the owner to the effect that the owner is in violation of the terms, restrictions and provisions of this Affordable Housing Plan."

Cheryl A. Zega
Wyckoff Housing Consultant
700- 76 Broadway PMB 382
Westwood, NJ 07675
Phone 201-444-0991 Fax 201-444-1364

REQUEST TO SELL/REFINANCE AFFORDABLE HOUSING UNIT & REQUEST FOR ATTORNEY DATA

Check one: I (we) wish to _____ sell or _____ refinance my (our) Affordable Housing Unit

Refinance - If a refinance, complete this page and mail to the above address.

Sale - I am aware that should I sell my affordable housing unit, I will pay a fee of $300.00 drawn from the proceeds of this sale, in the form of an attorney trust account check to the "Township of Wyckoff". The fee, Contract of Sale and Deed shall be remitted to Robert E. Landel, 801 Franklin Avenue, Franklin Lakes, NJ 07417 at the time of closing. Appropriate language will be inserted into Sale Contract and Deed regarding above.

The name, address and phone number of my attorney who will handle the sale or refinance is:

Name _____

Address _____

_____

Phone Day _____Evening _____ Fax _____
This agreement is in conformance with the Township of Wyckoff Affordable Housing Plan and subsequent Municipal Legislation.

Owner's Signature _____

Owner's Name (Print) _____

Owner's Signature _____

Owner's Name (Print) _____

Address _____

_____

Unit address if different _____

# of Bedrooms _____, Development _____ Floor _____

Phone Day _____ Evening _____Fax _____

DEVELOPMENT
_____bedroom condominium
MF/AH
ADDRESS
BLK___ LOT___
RESALE

Affordable Housing Regulations	Received
Contract of Sale (copy with signatures)	x
Copy of recorded Deed - copy with signatures Check for affordable housing language	
Original recorded Affordable Housing Agreement (original with signatures - Mayor & Clerk sign)	
Original recorded Second Repayment Mortgage (original with signatures)	
Original Second Repayment Mortgage Note (original at closing with signatures)	
Copy of HUD-1 Settlement Statement (copy at closing with signatures)	
Affordable Housing re-sale fee at closing - $300 (Seller to the Township of Wyckoff - closing)	
Certificate of Occupancy fee at closing - $80 (Buyer to the Township of Wyckoff - closing)	
Discharge of Mortgage at closing (Seller to the Township of Wyckoff)	

Seller:
Seller's Attorney:

Purchaser:
Purchaser's Attorney:

AFFORDABLE HOUSING REFINANCE PROCEDURE

1. When a tax search is requested by the lending institution, the Tax Search Officer, in the Tax Collector's office stamps the information requested with the following:

   "This property is an income restricted property in the Township's inventory of affordable housing properties. A certificate of occupancy is required before re-sale for purchase units and re-rental for rental units".

   The Tax Search Officer alerts the Affordable Housing Secretary that an affordable housing owner may possibly be requesting the Maximum Restricted Resale Price for either resale or re-finance purposes.

2. The owner of an affordable housing unit who would like to refinance their unit is to contact the Housing Consultant and obtain the Maximum Restricted Resale Price document for their affordable housing unit. They should mail the following items to the Housing Consultant:

   A. HUD-1 Settlement Statement, received at the closing of the unit.
   B. A check for $35.00 made payable to the "Township of Wyckoff" for providing this service.

3. The Housing Consultant calculates the maximum restricted resale price and sends a copy to:

   A. Affordable Housing unit owner
   B. Township of Wyckoff
   C. Financial lending institution

4. The new primary mortgage cannot exceed the maximum restricted resale price amount. The affordability controls on the property will stay in full force and effect after the refinance. The Affordable Housing Unit Agreement, Second Repayment Note and Second Repayment Mortgage remain recorded with the Count and cannot be modified by way of refinance. No refinancing can be done without notifying the Township of Wyckoff.

Cheryl A Zega, Wyckoff Housing Consultant
700-76 Broadway PMB 382
Westwood, NJ 07675
201-444-0991 Phone 201-444-1364 Fax

MAXIMUM RESTRICTED SALES PRICE FOR SALE OR REFINANCE

Enclosed please find the Maximum Restricted Resale Price for your unit. The price shall remain valid for sixty (60) calendar days during which time the unit must be offered for sale. If not offered for sale, the resale price will be invalid and the owner will have to request and pay for another calculation of the Maximum Restricted Resale Price. If you wish to proceed with selling or refinancing your unit you must complete and sign the enclosed form and mail it to Cheryl A. Zega, Wyckoff Housing Consultant, 700-76 Broadway PMB 382, Westwood, NJ 07675. Receipt of completed form is considered notification to sell unit or notification of refinance. A check for $35, made payable to the Township of Wyckoff, must be enclosed with the form.

If the Affordable Housing Unit is to be refinanced or a home equity loan or any other loan taken, the total amount borrowed cannot exceed the deed restricted value. This is a deed restricted Affordable Housing Unit.

At this time certified applicants are compiled from the pool of certified households. Each applicant is called and given information on said unit. Applicant will call the owner to set up a mutually convenient appointment to view the unit. The owner should expect calls approximately ten days from date of notification.

While the Affordable Housing Plan places a Maximum Restricted Resale Price on an affordable unit it does not establish a Minimum Restricted Resale Price nor does it guarantee the amount of profit, if any. The real estate market may determine that owners of affordable units will have to reduce their asking price, as all other homeowners often do, in order to sell their unit.

If applicant wishes to make an offer, applicant and owner should contact Cheryl A. Zega at 201-444-0991. Applicant can offer any amount at or less than the Maximum Restricted Resale Price.

Upon agreement of contractual resale price, the seller's or buyer's attorney shall prepare the contract of sale and related paperwork. The Township of Wyckoff Municipal Attorney shall be notified by the consultant and will provide respective attorneys with specific language to be included.

At closing a fee of $300 will be collected for services rendered. Specific language to this effect shall be inserted into the Contract of Sale as well as the Deed. Buyer shall not have clear title until fee is paid. The check drawn from proceeds of the sale, in the form of an attorney trust account check should be made payable to the Township of Wyckoff. It should be mailed to Susan Schilstra, Affordable Housing Secretary, Memorial Town Hall, Scott Plaza, Wyckoff, NJ 07481, with a copy of the contract of sale and deed, so that the Affordable Housing Unit can be properly recorded with the Wyckoff Housing Consultant and the Wyckoff Affordable Housing Authority.

"In no case shall the seller be permitted to receive more than the maximum price permitted. In no case shall a sale pursuant to this section eliminate the resale controls on the unit or permit any subsequent seller to convey the unit, except in full compliance with the terms of N.J.A.C. 5:93." Failure to conform to Plan "shall automatically empower and entitle the Township of Wyckoff to immediately commence court action to obtain a judgment against the owner to the effect that the owner is in violation of the terms, restrictions and provisions of this Affordable Housing Plan."

Cheryl A. Zega
Wyckoff Housing Consultant
700- 76 Broadway PMB 382
Westwood, NJ 07675
Phone 201-444-0991 Fax 201-444-1364

REQUEST TO SELL/REFINANCE AFFORDABLE HOUSING UNIT & REQUEST FOR ATTORNEY DATA

Check one: I (we) wish to _____ sell or _____ refinance my (our) Affordable Housing Unit. Enclosed is a check for $35 made payable to the Township of Wyckoff.

Refinance - If a refinance, complete this page and mail to the above address.

Sale - I am aware that should I sell my affordable housing unit, I will pay a fee of $300.00 drawn from the proceeds of this sale, in the form of an attorney trust account check to the "Township of Wyckoff". The fee, Contract of Sale and Deed shall be remitted to Robert E. Landel, 801 Franklin Avenue, Franklin Lakes, NJ 07417 at the time of closing. Appropriate language will be inserted into Sale Contract and Deed regarding above.

The name, address and phone number of my attorney who will handle the sale or refinance is:

Name _____

Address _____

_____

Phone Day _____Evening _____ Fax _____

This agreement is in conformance with the Township of Wyckoff Affordable Housing Plan and subsequent Municipal Legislation.

Owner's Signature _____

Owner's Name (Print) _____

Owner's Signature _____

Owner's Name (Print) _____

Address _____

_____

Unit address if different _____

# of Bedrooms _____, Development _____ Floor _____

Phone Day _____ Evening _____Fax _____

LANDEL & BERNSTEIN
Attorneys at Law
801 Franklin Avenue
Franklin Lakes, New Jersey 07417

Ari G. Bernstein, Esq.
(NJ & NY Bars)
Robert E. Landel, Esq.
(NJ & PA Bars)

Phone (201) 891-6955
Fax (201) 891-7420

New York Office
4180 Purchase Street
Purchase. NY 10577
(914) 524-7375

Attorney representing unit owner

Re: Wyckoff Affordable Housing
Owner - Address

Dear _____:

I have been advised by the Township of Wyckoff that you recently represented Affordable Housing Owner in connection with a refinancing of his property located at Address, Wyckoff, New Jersey. As you may be aware, Mr. _____ property is an affordable housing unit within the Township of Wyckoff. The Township asked that I forward this letter to your office so that you are aware that the affordable controls on the property will stay in full force and effect after the refinance. The Affordable Housing Unit Agreement, Second Repayment Note and Second Repayment Mortgage remain recorded with the County and cannot be modified by way of your client's refinance.

Would you please supply me with a copy of your client's closing statement, new note and new first mortgage once the refinance has taken place.

If you have any questions or comments, please do not hesitate to call.

Very truly yours,

LANDEL & BERNSTEIN

Robert E. Landel
Township Attorney
Township of Wyckoff

REL:dlc

cc: Robert J. Shannon, Township Administrator
Susan Schilstra, Wyckoff Affordable Housing Secretary
Cheryl Zega, Affordable Housing Consultant

Township of Wyckoff

ORIGINAL SALES PRICE
Affordable Housing Units

CURRENT OWNER ADDRESS	SITE	DATE OF PURCHASE	PURCHASE PRICE	INCOME LEVEL*	BEDRM COUNT
[redacted] 2 Alex Court	WC	08-26-97	$66,166.00	Low-1	2
[redacted] 4 Alex Court	WC	06-25-97	$108,131.00	Mod-2	3
[redacted] 105 Huntington Court	BF	04-27-98	$65,857.10	Mod-2	1
[redacted] 107 Huntington Court	BF	06-18-98	$65,857.10	Mod-2	1
[redacted] 109 Huntington Court	BF	04-22-98	$65,857.10	Mod-2	1
[redacted] 111 Huntington Court	BF	06-24-98	$43,273.82	Low-1	1
[redacted] 115 Huntington Court	BF	04-24-98	$54,684.00	Low-1	2
[redacted] 117 Huntington Court	BF	04-28-98	$54,684.00	Low-1	2
[redacted] 119 Huntington Court	BF	06-11-98	$81,784.00	Mod-2	2
[redacted] 121 Huntington Court	BF	04-22-98	$81,784.00	Mod-2	2
[redacted] 123 Huntington Court	BF	01-07-00	$86,539.00	Mod-1	3
[redacted] 125 Huntington Court	BF	12-29-99	$69,586.00	Low-1	3
[redacted] 127 Huntington Court	BF	11-24-99	$45,700.00	Low-1	1
[redacted] 129 Huntington Court	BF	12-09-99	$45,700.00	Low-1	1
[redacted] 131 Huntington Court	BF	11-24-99	$45,700.00	Low-1	1
[redacted] 133 Huntington Court	BF	12-16-99	$70,152.00	Mod-2	1

CURRENT OWNER ADDRESS	SITE	DATE OF PURCHASE	PURCHASE PRICE	INCOME LEVEL*	BEDRM COUNT
[redacted] 201 Huntington Court	BF	12-16-98	$100,552.00	Mod-2	3
[redacted] 203 Huntington Court	BF	03-10-99	$57,103.00	Low-1	2
[redacted] 205 Huntington Court	BF	01-08-99	$85,160.00	Mod-2	2
[redacted] 56 Heather Lane	TC	04-14-00	$54,609.00	Low-1	2
[redacted] 58 Heather Lane	TC	03-30-00	$66,700.00	Mod-2	1
[redacted] 76 Heather Lane	TC	01-31-00	$83,952.00	Mod-2	2
[redacted] 78 Heather Lane	TC	02-23-00	$66,141.00	Low-1	3

* Prices are subject to change according to COAH Regional Income Limits

Revised 04-18-00

mtlaurel/documents/price.purchase

HOUSING REPORT

RESALES

Address	Bdrm. #	Income Level	Calculation Value	Sales Price	Sellers Purchase Price	Sellers Purchase Date	Status	Date in Wyckoff Housing	Closing Date	Seller Owner	Buyer
121 Huntington Court Barrister Farms	2	Mod 2	$91,812.00	$91,812.00 +$1,344 AC	$81,784.00	04-22-98	S	07-01	01-18-02	[redacted]	[redacted]
76 Heather Lane Turtle Creek	2	Mod 2	$91,806.00	$91,806.00	$83,952.00	01-31-00	S	10-01	01-31-02	[redacted]	[redacted]
117 Huntington Court Barrister Farms	2	Low 1	$68,125.00	$68,125.00	$54,684.00	04-28-98	S	07-02	11-18-02	[redacted]	[redacted]
109 Huntington Court Barrister Farms	1	Mod 2			$65,857.10	04-22-98	FS	09-02		[redacted]	

S Sold
SP Sale Pending
FS For Sale

mtlaurel/documents/housingreport.sales

REHABILITATION

PROGRAM DESCRIPTION

1. The Township of Wyckoff will utilize the Bergen County Home Improvement Program (BCHI) for it's rehabilitation. No interest deferred payment loans averaging $10,000 each to low or moderate income township homeowners who want to make needed repairs on their homes is available through BCHI Program Eligible rehabilitation activities include repairs for health and safety and for the repair or replacement of major elements and systems, such as a roof, plumbing, heating, and electrical or structural components. Energy conservation improvements are also eligible if undertaken in conjunction with a major system repair or replacement. Upon completion, rehabilitation must bring substandard units up to code standard.

2. The Township will place a lien on the property for the amount of the loan. In addition, the unit will be subject to the affordability controls required by COAH. Repayment of the loan will be deferred until the property is sold. Payment may continue to be deferred beyond the sale of the property if the property is sold to another low or moderate income owner-occupant and the affordability controls are extended for an additional six (6) years.

3. No interest will be required to be paid on the loan if the borrower (an owner/occupant homeowner) either remains in the unit or rents to another low or moderate income occupant for the six (6) years following completion of the rehabilitation. If the property is sold within the above mentioned six (6) years to a buyer who does not maintain low or moderate income occupancy, the loan must be repaid in full at the time and interest shall be paid on t he loan. The interest shall be calculated from the time of completion of the rehabilitation to the time of sale at the thirty (30) year Treasury Bond rate in effect at the time of sale. The recaptured funds will be used to rehabilitate another dwelling unit.

4. Rental dwelling units are eligible for no-interest deferred payment rehabilitation loans if the owners agree to rent the units only to low or moderate income households for ten(10) years.

5. To satisfy the income eligibility requirement, the future occupants of the rehabilitated units, be they homeowners or renters, must have annual incomes at or below COAH's current eligible low and moderate income limits for the housing region, based on family size.

6. Determination of the sales prices and rent levels of low and moderate income units must follow COAH's pricing guideline; i.e., the total monthly cost to a low or moderate income homeowner may not exceed twenty-eight percent of gross monthly income. Monthly rents, including utilities, may not exceed thirty percent of monthly income.

7. Applicants will receive free technical assistance including loan application guidance, housing inspections, cost estimates, work write-ups and loan and financial counseling. Applicants are not committed to the rehabilitation work until contracts are signed, which is after all parties have agreed to the contract terms. Although the loan will be made to a successful applicant, the proceeds of the loan will be paid jointly to the construction contractor(s) and the homeowner.

Public Service Announcement

For Immediate Release

For Further Information
Contact: Susan Schilstra
201-891-7000, ext. 27

HOME REHABILITATION PROGRAM AVAILABLE TO WYCKOFF RESIDENTS WITH LOW AND MODERATE INCOME

As part of the Township's Affordable Housing Fair Share Plan, the Bergen County Home Improvement Program has been made available to provide resources to rehabilitate existing one and two family homes occupied by households of low and moderate incomes.

This program is designed to assist owners/occupants of homes in making necessary repairs to their homes. Eligibility is based on low or moderate family income, family size and type of improvement.

Based on income, a homeowner may be eligible for a 3% deferred loan for eligible home improvements. Under this program, the Bergen County Home Improvement Program provides loans up to $17,500 for a one-family home and up to $25,000 for a two-family home at a simple interest rate of 3%. No payments are made on the loans until the sale of the home or transfer of title.

Eligible rehabilitation activities may include repairs for health and safety reasons and repair or replacement of at least the major system such as plumbing; heating; electrical; roof; wells; septic systems; load bearing systems; and windows and/or doors (weatherization).

For more information contact the Bergen County Home Improvement Program; Community Development Office; 25 E. Salem Street · Room 601; Hackensack, New Jersey 07601 or call 201-646-2559.

mtlaurel/rehabilitation/homeimprovement.psa

Home Improvement Program Under Way

As part of the Township's Affordable Housing Fair Share Plan, the Bergen County Home Improvement Program has been made available to provide resources to rehabilitate existing one and two family homes occupied by households of low and moderate incomes. This program is designed to assist owners/occupants of homes in making necessary repairs to their homes. Eligibility is based on low or moderate family income, family size and type of improvement.

Based on income, a homeowner may be eligible for a 3% deferred loan for eligible home improvements. Under this program, the Bergen County Home Improvement Program provides loans up to $17,500 for a one family home and up to $25,000 for a two family home at a simple interest rate of 3%. No payments are made on the loans until the sale of the home or transfer of title.

Eligible rehabilitation activities may include repairs for health and safety reasons and repair or replacement of at least one major system such as plumbing, heating, electrical, roofs, wells, septic systems, load bearing systems, and windows and/or doors (weatherization).

For more information contact the Bergen County Home Improvement Program; Community Development Office, 25 E. Salem Street - Room 601, Hackensack, New Jersey, 07601 or call (201) 646-2559.

WYCKOFF QUICKLINK

About Wyckoff - Library - Recreation - Taxes & Finance - Garbage & Recycling
Township Newsletter - Building Permits - Public Safety - Schools - Winter Wise - Meeting Agendas
Wyckoff Watch - Municipal Calendar - Township Forum - Welcome to Wyckoff - Municipal Court
Site Search - Site Registration - Jobs & Bids - Community Resources
Easy Forms - Virtual Tour of Wyckoff - Wireless Wyckoff - Emergency Management

Designed and built by Arachne's Web
Please e-mail questions or comments about Web site design to Arachne's Web

TAX ASSESSMENT

PROCEDURES

1. The Affordable Housing Secretary shall advise the Tax Assessor in writing upon receiving an application for an affordable housing zoned property.

2. All meeting minutes of the Planning Board shall be provided to the Tax Assessor.

3. The Affordable Housing Secretary shall copy the Tax Assessor on correspondence to alert her of the process of development and the anticipated occupancy date(s).

4. When an affordable housing unit closes the Affordable Housing Secretary shall notify the Administrator to report it in the Township Committee Newsletter for the Tax Assessors's awareness as well as police and fire.

5. Whenever the roster of affordable housing units or a resale is amended a copy shall be provided by the Affordable Housing Secretary to the Tax Assessor.

MEMORANDUM

TO: Pamela Perlman, Tax Assessor

FROM: Robert J. Shannon, Township Administrator/Affordable Housing Administrator

DATE: May 3, 2000

SUBJECT: ***AFFORDABLE HOUSING STATUS AND IT'S IMPACT ON AFFORDABLE HOUSING TAX ASSESSMENTS***

Susan Schilstra coordinated the 4th closing of the last affordable housing unit in Turtle Creek condominiums on Friday, April 14, 2000. She has prepared the attached status report of;

1. Affordable Housing occupants
2. Affordable Housing purchase prices
3. Date of the Affordable Housing closings

It is requested that you review this information for compliance with affordable housing purchase prices/tax assessments. All of these properties have a minimum 20 year affordable housing deed restriction control on re-sale. The purpose of this memo and the past copies of affordable housing project team meeting minutes is to avoid another Barrister Farms problem.

Robert J. Shannon, Jr.
Township Administrator

RJSJr:ss

cc: Township Committee
Philip A. Tornetta, Township Attorney
Diana Lindner, CFO/ATA
Susan Schilstra, Affordable Housing Secretary

mtlaurel/documents/assessor.housingstatus

Township of Wyckoff

ORIGINAL SALES PRICE
Affordable Housing Units

CURRENT OWNER ADDRESS	SITE	DATE OF PURCHASE	PURCHASE PRICE	INCOME LEVEL*	BEDRM COUNT
[redacted] 2 Alex Court	WC	08-26-97	$66,166.00	Low-1	2
[redacted] 4 Alex Court	WC	06-25-97	$108,131.00	Mod-2	3
[redacted] 105 Huntington Court	BF	04-27-98	$65,857.10	Mod-2	1
[redacted] 107 Huntington Court	BF	06-18-98	$65,857.10	Mod-2	1
[redacted] 109 Huntington Court	BF	04-22-98	$65,857.10	Mod-2	1
[redacted] 111 Huntington Court	BF	06-24-98	$43,273.82	Low-1	1
[redacted] 115 Huntington Court	BF	04-24-98	$54,684.00	Low-1	2
[redacted] 117 Huntington Court	BF	04-28-98	$54,684.00	Low-1	2
[redacted] 119 Huntington Court	BF	06-11-98	$81,784.00	Mod-2	2
[redacted] 121 Huntington Court	BF	04-22-98	$81,784.00	Mod-2	2
[redacted] 123 Huntington Court	BF	01-07-00	$86,539.00	Mod-1	3
[redacted] 125 Huntington Court	BF	12-29-99	$69,586.00	Low-1	3
[redacted] 127 Huntington Court	BF	11-24-99	$45,700.00	Low-1	1
[redacted] 129 Huntington Court	BF	12-09-99	$45,700.00	Low-1	1
[redacted] 131 Huntington Court	BF	11-24-99	$45,700.00	Low-1	1
[redacted] 133 Huntington Court	BF	12-16-99	$70,152.00	Mod-2	1

CURRENT OWNER ADDRESS	SITE	DATE OF PURCHASE	PURCHASE PRICE	INCOME LEVEL*	BEDRM COUNT
[redacted] 201 Huntington Court	BF	12-16-98	$100,552.00	Mod-2	3
[redacted] 203 Huntington Court	BF	03-10-99	$57,103.00	Low-1	2
[redacted] 205 Huntington Court	BF	01-08-99	$85,160.00	Mod-2	2
[redacted] 56 Heather Lane	TC	04-14-00	$54,609.00	Low-1	2
[redacted] 58 Heather Lane	TC	03-30-00	$66,700.00	Mod-2	1
[redacted] 76 Heather Lane	TC	01-31-00	$83,952.00	Mod-2	2
[redacted] 78 Heather Lane	TC	02-23-00	$66,141.00	Low-1	3

* Prices are subject to change according to COAH Regional Income Limits

Revised 04-18-00

mtlaurel/documents/price.purchase

COUNCIL ON AFFORDABLE HOUSING (COAH)

2008 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** *Rents/Sales*	Regional Asset Limit***
Region 1	*Median*	$53,950	$57,804	$61,658	$69,365	$77,072	$80,155	$83,238	$89,404	$95,569	$101,735	3.00%	$149,034
Bergen, Hudson, Passaic and Sussex	*Moderate*	$43,160	$46,243	$49,326	$55,492	$61,658	$64,124	$66,590	$71,523	$76,455	$81,388		
	Low	$26,975	$28,902	$30,829	$34,682	$38,536	$40,077	$41,619	$44,702	$47,785	$50,868		
	Very Low	$16,185	$17,341	$18,497	$20,809	$23,122	$24,046	$24,971	$26,821	$28,671	$30,521		
Region 2	*Median*	$58,640	$62,828	$67,017	$75,394	$83,771	$87,122	$90,473	$97,174	$103,876	$110,578	3.00%	$160,715
Essex, Morris, Union and Warren	*Moderate*	$46,912	$50,263	$53,613	$60,315	$67,017	$69,697	$72,378	$77,739	$83,101	$88,462		
	Low	$29,320	$31,414	$33,508	$37,697	$41,886	$43,561	$45,236	$48,587	$51,938	$55,289		
	Very Low	$17,592	$18,848	$20,105	$22,618	$25,131	$26,137	$27,142	$29,152	$31,163	$33,173		
Region 3	*Median*	$67,690	$72,525	$77,360	$87,030	$96,700	$100,568	$104,436	$112,172	$119,908	$127,644	3.00%	$184,132
Hunterdon, Middlesex and Somerset	*Moderate*	$54,152	$58,020	$61,888	$69,624	$77,360	$80,454	$83,549	$89,738	$95,926	$102,115		
	Low	$33,845	$36,263	$38,680	$43,515	$48,350	$50,284	$52,218	$56,086	$59,954	$63,822		
	Very Low	$20,307	$21,758	$23,208	$26,109	$29,010	$30,170	$31,331	$33,652	$35,972	$38,293		
Region 4	*Median*	$59,196	$63,425	$67,653	$76,109	$84,566	$87,949	$91,331	$98,097	$104,862	$111,627	3.00%	$159,071
Mercer, Monmouth and Ocean	*Moderate*	$47,357	$50,740	$54,122	$60,888	$67,653	$70,359	$73,065	$78,477	$83,889	$89,302		
	Low	$29,598	$31,712	$33,826	$38,055	$42,283	$43,974	$45,666	$49,048	$52,431	$55,814		
	Very Low	$17,759	$19,027	$20,296	$22,833	$25,370	$26,385	$27,399	$29,429	$31,459	$33,488		
Region 5	*Median*	$52,010	$55,725	$59,440	$66,870	$74,300	$77,272	$80,244	$86,188	$92,132	$98,076	3.00%	$137,699
Burlington, Camden and Gloucester	*Moderate*	$41,608	$44,580	$47,552	$53,496	$59,440	$61,818	$64,195	$68,950	$73,706	$78,461		
	Low	$26,005	$27,863	$29,720	$33,435	$37,150	$38,636	$40,122	$43,094	$46,066	$49,038		
	Very Low	$15,603	$16,718	$17,832	$20,061	$22,290	$23,182	$24,073	$25,856	$27,640	$29,423		
Region 6	*Median*	$45,355	$48,595	$51,834	$58,314	$64,793	$67,385	$69,976	$75,160	$80,343	$85,527	3.00%	$121,348
Atlantic, Cape May, Cumberland and Salem	*Moderate*	$36,284	$38,876	$41,468	$46,651	$51,834	$53,908	$55,981	$60,128	$64,275	$68,421		
	Low	$22,678	$24,297	$25,917	$29,157	$32,397	$33,692	$34,988	$37,580	$40,172	$42,763		
	Very Low	$13,607	$14,578	$15,550	$17,494	$19,438	$20,215	$20,993	$22,548	$24,103	$25,658		

*These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.6(b) and N.J.A.C. 5:80-26.12(a).

**This column is used for calculating the pricing for resale and rent increases for units as per N.J.A.C. 5:94-7.2(b)2. Affordable prices and rents may be raised a maximum of 3.0 percent, based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI), United States, All Urban Consumers Housing. However, 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.

(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.)

The Township of Wyckoff

AFFORDABLE HOUSING PROGRAM

Procedure Manual for Rental Units

Property of the Township of Wyckoff

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AFFORDABLE HOUSING RENTAL PROCEDURE

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WYCKOFF'S AFFORDABLE HOUSING PLAN

Wyckoff's Mount Laurel litigation began in 1989 when John Ambrose, a developer from Hawthorne, sued the Township for the right to construct affordable housing on the Cervino property behind the former Wyckoff Inn. This property was not in the Township's Affordable Housing zoning plan. The Court ruled that the existing overlay Affordable Housing Zone was not acceptable to the Court as a realistic opportunity for Affordable Housing Zoning and the developer was awarded a builder's remedy. Of the 28 units constructed on the site, four are designated as affordable housing.

Wyckoff's Court approved plan "created the opportunity" for construction of affordable housing on 14 sites in Wyckoff. Many of these sites will continue their present uses since nothing in the Mount Laurel mandate forces any of these property owners to build affordable housing as long as an existing use continues. For example, the sites that are now farms, could continue to be used as farms if that is the desire of the property owner. In the event ownership of the site changes, the new owner can continue that same farm use also.

The Barrister Farm property, formerly the Hoffman Pony Farm on Grandview Avenue consists of 37.2 acre tract. The property was subdivided into 72 new single family residences and 49 townhouses. Seventeen of the townhouses are affordable housing units.

To create a financial incentive for developers to build affordable housing units, the Mount Laurel laws allow a "Builder's Remedy". This means that housing units are constructed with a ratio of approximately 80% of the units sold at market value consistent with the local market while no greater than 20% are sold at prices in line with what a person earning a low and moderate income could afford. Ultimately, persons who qualify for affordable housing purchase must qualify for a mortgage with a lending institution.

The Mount Laurel laws also allow a municipality to meet half of its building obligations by a Regional Contribution Agreement or RCA. This options allows the municipality to enter an agreement with another community to transfer funds from a developer for the purpose of construction of units in the receiving community. The Wyckoff Plan anticipates that up to 50% of all units will be built in other communities where the need for housing is greater. In addition to affordable units for purchase, the COAH rules mandate rental units.

The Wyckoff Mount Laurel Plan seeks to make all of the sites designated for Mount Laurel compatible with the surrounding neighborhoods. Therefore the variety of types of units range from single family detached houses to rental units in the Business Zone. The properties which the Court has mandated for Affordable Housing Zoning and which COAH has approved are:

1. Barrister Farms (former Hoffman Pony Farm) - Sunrise Drive (off of Grandview Avenue)
2. Wyckoff Commons (former Jones property) - Alex Court
3. Windmill Farms (former Passaro Sheep Farm) - Old Mill Lane
4. Turtle Creek (former Cervino property) - Heather Lane

5. Fieldstone at Wyckoff (former Moss Type property) - Fieldstone Terrace (off of Lawlins Road)
6. Owl Creek at Wyckoff (former Hekemian property) - Corner of Godwin and Greenwood Avenues
7. Rockland Electric property - Charles Avenue
8. Sarna property (former Maple Lake property) - Cedar Hill Avenue and Maple Drive
9. Abma property - Lawlins Road
9. Snyder Farms (former Snyder Nursery) - Griner and Wiltsie Court (off of Ravine Avenue)

The Plan, in its entirety, is on file in the Wyckoff Library. For those who feel they may meet the criterion for ownership or rental applications for housing are available at Town Hall Room 110.

AFFIRMATIVE MARKETING

PROGRAM DESCRIPTION - DEVELOPER

1. Any developer subject to this section shall implement the Township's affirmative marketing plan in accordance with COAH's Rules (N.J.A.C. 5:93-11.1 et seq.). The affirmative marketing plan shall be realistically designed to ensure that lower-income persons of all races and ethnic groups within the housing region are informed of the housing opportunities in the development, feel welcome to seek to buy or rent such housing and have the opportunity to buy or rent such housing. It shall include advertising and other similar outreach activities, including but not limited to communication with community-based and civic organizations, religious organizations in the Township and its housing region (as established by COAH) which are likely to have members or clients eligible for lower-income housing. The developer shall actively market affordable units to these appropriate representative groups as part of the affirmative marketing program. A checklist will be utilized in order to monitor the efforts of the developer.

2. Such affirmative marketing shall be implemented by the developer at least one hundred twenty (120) days before issuance of the first certificate of occupancy for affordable housing units and shall continue until all low and moderate income units in the development are under contract for sale and/or lease.

DEVELOPER RESPONSIBILITY CHECKLIST
AFFIRMATIVE MARKETING - NEW CONSTRUCTION

_____ 1. Proof of publication - Advertisement to be published in the Record (all editions)

_____ 2. Proof of publication - Advertisement to be published in the Herald News (all editions)

____ 3. Proof of broadcast (written documentation) on WGHT for 3 consecutive days during commuter hours

_____ 4. Public Service Announcement to Cablevision for their Community Bulletin Board Channel (performed by Township)

_____ 5. Public Service Announcement placed on Wyckoff on the Web

September 11, 1997

Mr. Robert Milanese
Barrister Construction & Development, Corp.
500 Grandview Avenue
Wyckoff, NJ 07481

Re: Developers Responsibilities
Affirmative Marketing for Barrister Farms

Dear Mr. Milanese:

In accordance with the Township's affordable housing ordinance and affirmative marketing plan, you are responsible to publish the enclosed advertisement in the Record (all editions) and the Passaic Herald News (all editions). Please recall, the Township requires proof of publication of these paid advertisements in all editions. Publication is required within 10 calendar days of the date you receive this letter.

The advertisement shall include a border and shall be placed in the real estate section of the aforementioned newspapers in a Sunday edition. Also attached is an advertisement from the Borough of Woodcliff Lake. This is provided to you as an example of an acceptable minimum size advertisement.

You are also responsible to broadcast this information, contained in the enclosed approved advertisement on WGHT, Pompton Lakes, New Jersey for 3 consecutive days during the commuter hours, twice a day (contact Gladys Girao-839-1500). Commuter hours are preferably 7:00 a.m. and 5:00 p.m. A total of six (6) radio spots will be required. The Township also needs written documentation from WGHT that this responsibility has been completed.

It is imperative that you complete these responsibilities in the time-frame indicated. If I can be of any assistance, please contact me at 891-7000 x27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

cc: Township Committee
Robert Shannon, Township Administrator
Philip A. Tornetta, Township Attorney
Cheryl Zega, Affordable Housing Consultant
Russell Huntington, Developers Attorney

CHERYL A. ZEGA
WYCKOFF HOUSING CONSULTANT
SUITE 424
273 PASCACK ROAD
WASHINGTON TOWNSHIP, NEW JERSEY 07675
201-612-0098
F: 201-444-1364

DEVELOPER'S RESPONSIBILITY FOR AFFIRMATIVE MARKETING

1. PAID ADVERTISEMENT

A. IN ACCORDANCE WITH THE WYCKOFF AFFIRMATIVE MARKETING PLAN THE DEVELOPER SHALL HAVE THE KEY RESPONSIBILITY OF DISSEMINATING CERTAIN PRESS RELEASES AND PAYING FOR DISPLAY ADVERTISING.

B. ORDINANCE NO. 1234 STATES THAT THE FEE FOR THE TOWNSHIP TO PROVIDE THE SERVICES REFERRED TO IN THIS LETTER - FORMULATION OF ANNOUNCEMENTS, ADVERTISEMENTS, PRESS RELEASES, OBTAINING PROOF OF PUBLICATION AND HOUSING UNIT PURCHASE PRICE CALCULATION BY LEVEL SHALL BE $295.00. THE ONE TIME FEE MUST BE PAID TO THE TOWNSHIP OF WYCKOFF PRIOR TO THE FORMULATION OF THE ADVERTISEMENT AND EXCLUDES ANY COSTS THE DEVELOPER MAY PAY FOR ADVERTISEMENT PLACEMENT, ETC.

C. THE DEVELOPER SHALL PROVIDE PROOF OF PUBLICATION BY SUBMITTING A COPY OF FINAL DISPLAY ADVERTISEMENT/PRESS RELEASE WITH COPY OF PAID BILL TO TOWNSHIP HOUSING CONSULTANT. AS AN ALTERNATIVE THE ACTUAL NEWSPAPER COPY MAY BE SUPPLIED.

D. IN ALL CASES ADVERTISEMENTS/PRESS RELEASES MUST BE APPROVED IN ADVANCED OF PUBLICATION BY THE TOWNSHIP HOUSING CONSULTANT.

E. THE ADVERTISEMENT SHALL INCLUDE:

*1. STREET ADDRESS OF UNITS
*2. DIRECTION TO HOUSING UNITS.
*3. NUMBER OF BEDROOMS PER UNIT.
4. RANGE OF PRICES/RENTS.
*5. SIZE OF UNITS.

6. INCOME INFORMATION.
7. LOCATION AND HOURS WHERE APPLICATIONS MAY BE OBTAINED.

* ITEMS 1,2,3 & 5 SHOULD BE PROVIDED TO THE TOWNSHIP HOUSING CONSULT ANT WITHIN FIVE (5) BUSINESS DAYS OF THIS MEETING.

2. PRESS RELEASES

A. PRESS RELEASES SHALL BE DISTRIBUTED BY THE DEVELOPER TO:

1. TCI-20
2. WGHT, POMPTON LAKES, N.J.

B. ALL SCRIPTS MUST BE APPROVED IN ADVANCE OF DISTRIBUTION TO THE RADIO OR TELEVISION STATION. THE DEVELOPER MUST PROVIDE ADEQUATE PROOF OF PUBLIC DISSEMINATION. WRITTEN COPY OF PRESS RELEASE AND PAID BILL SHALL BE CONSIDERED ADEQUATE PROOF.

3. CALCULATION OF HOUSING PURCHASE PRICE

A. IN ORDER TO CALCULATE THE RANGE OF PRICES FOR THE UNITS THE DEVELOPER MUST PROVIDE THE FOLLOWING AS SOON AS THE INFORMATION BECOMES AVAILABLE.

1. ESTIMATED MONTHLY ASSOCIATION/HOMEOWNER FEES.
2. ESTIMATED MONTHLY INSURANCE COST ON UNIT.
3. ESTIMATED MONTHLY PROPERTY TAXES.
4. ESTIMATED MONTHLY WATER/SEWER FEES.

a. PROPERTY TAXES SHALL BE BASED ON THE RESTRICTED VALUE OF LOW AND MODERATE INCOME UNITS. ASSOCIATION FEES SHALL NOT EXCEED 28% OF ELIGIBLE GROSS MONTHLY INCOME, GENERALLY ONE- THIRD (1/3) OF THAT PAID BY MARKET PURCHASERS.

4. ANY QUESTIONS

A. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT CHERYL A ZEGA AT 201-444-0991

B. ALL INFORMATION REQUESTED IN THIS LETTER SHOULD BE BOTH FAXED ON AN ONGOING BASIS TO 201-444-1364, AND A SECOND HARD COPY SHOULD BE MAILED TO THE ABOVE ADDRESS.

PUBLIC NOTICE

AFFORDABLE HOMES FOR SALE IN WYCKOFF

Barrister Construction & Development, Corp. is offering for sale one, two and three bedroom affordable housing units to eligible households. The 690 to 1200 square foot townhouses are located in Wyckoff.

Use the chart below to determine whether you would qualify for an affordable housing unit. The chart shows the maximum amount that can be earned for each specific household size. Household means all persons who intend to reside in the home. A household's combined income can be less than the maximum but not more. The estimated selling prices will range from $43,000 to $100,000 depending on household size and number of bedrooms.

Household Size	Maximum Income
1	$33,125
2	$37,857
3	$42,589
4	$47,321
5	$51,106
6	$54,892

The homes can be reached from Route 208 North to the Grandview Avenue exit; right on Grandview Avenue; immediate left on Sunrise Drive; second right onto Red Rock Road; right onto Huntington Court and from Route 208 South to the Grandview Avenue exit; follow U-turn signs; left on Grandview; immediate right on Sunrise Drive; second right on Red Rock Road; right on Huntington Court.

Affordable Housing income eligibility applications may be picked up at the Memorial Town Hall, Scott Plaza (on Franklin Avenue) in the Township of Wyckoff. Please see Susan Schilstra, Room 110 for applications between the hours of 9:00 a.m. to 3:00 p.m., Monday through Friday.

This notice is for information purposes only. It is not an offer by the Township of Wyckoff for the sale of a price restricted affordable housing unit. It is neither a promise nor a guarantee by the Township of Wyckoff of an offer of sale for a price restricted affordable housing unit. The price restricted affordable housing units are being offered for sale solely by the developer, Barrister Construction & Development, Corp.

- Radio Announcement -

AFFORDABLE HOMES FOR SALE IN WYCKOFF

Barrister Construction & Development, Corp. is offering for sale one, two and three bedroom affordable housing units to eligible households. The 690 to 1200 square foot townhouses are located in Wyckoff. The homes can be reached from the Route 208 Grandview Avenue exit. Turn onto Sunrise Drive, make second right onto Red Rock Road and right onto Huntington Court.

The estimated selling prices will range from $43,000 to $100,000 depending on household size and number of bedrooms. These income restricted units are based upon maximum income limits. The income eligible applications may be picked up at the Wyckoff Town Hall on Franklin Avenue in the Township of Wyckoff in Room 110, Monday through Friday from 9:00 a.m. to 3:00 p.m.

This announcement is for information purposes only. It is not an offer by the Township of Wyckoff for the sale of a price restricted affordable housing unit. It is neither a promise nor a guarantee by the Township of Wyckoff of an offer of sale for a price restricted affordable housing unit. The price restricted affordable housing units are being offered for sale solely by the developer, Barrister Construction & Development, Corp.

September 11, 1997

Mr. David Capo, Director, Via Fax (337-9126)
Governmental Affairs/Public Relations
TCI of Northern New Jersey
40 Potash Road
Oakland, NJ 07436

Dear David:

Please accept this letter as a request to place the attached information about the Wyckoff Affordable Housing program on your Community Bulletin Board channel. It is requested that you run this advertisement for two (2) weeks.

Thank you for all your assistance to the Township of Wyckoff.

Sincerely,

Robert J. Shannon, Jr.
Township Administrator

RJSJr:ss

Att.
cc/w.att: Township Committee
Philip A. Tornetta, Esq.

mtlaurel\capotci.bar

P.S.A. - CABLEVISION OF OAKLAND COMMUNITY NEWS

Barrister Development & Construction, Corp. is offering for sale one, two and three bedroom affordable housing units to eligible households. The 690 to 1200 sq. ft. units are located on Huntington Ct. in the Township of Wyckoff. These income restricted units are based upon maximum income limits. The income eligible applications may be picked up at the Wyckoff Town Hall on Franklin Ave., Wyckoff, Rm. 110, Monday - Friday , 9 am to 3 pm.

mtlaurel\TCI.bar

MEMORANDUM

TO: Mike Rose, Township Communications Officer

FROM: Susan Schilstra, Affordable Housing Secretary

DATE:

SUBJECT: **AFFORDABLE HOUSING AFFIRMATIVE MARKETING PUBLIC SERVICE ANNOUNCEMENT**

Please accept this memo as a request to place the attached information about the Wyckoff Affordable Housing program on the Township's Cable Television Public Information Channel. It is requested that you run this advertisement for two (2) months.

Susan Schilstra
Planning Board Secretary

cc: Robert J. Shannon, Township Administrator
Robert E. Landel Township Attorney

mtlaurel/rose.housing

AFFIRMATIVE MARKETING

PROGRAM DESCRIPTION - TOWNSHIP OF WYCKOFF

1. The affirmative marketing plan shall be realistically designed to ensure that lower-income persons of all races and ethnic groups within the housing region are informed of the housing opportunities in the development, feel welcome to seek to buy or rent such housing and have the opportunity to buy or rent such housing. It shall include advertising and other similar outreach activities, including but not limited to communication with community-based and civic organizations, religious organizations in the Township and its housing region (as established by COAH) which are likely to have members or clients eligible for lower-income housing.

2. As part of Wyckoff's Affirmative Marketing Program, the Affordable Housing Secretary shall contact eleven regional municipalities and libraries in the COAH region as well as the Board of Education, civic organization and fifteen area houses of worship. This compliance will be performed yearly in order to maintain our pool of certified households.

MEMORANDUM

TO: Robert J. Shannon, Township Administrator

FROM: Susan Schilstra, Affordable Housing Secretary

DATE: December 20, 2002

SUBJECT: ***AFFIRMATIVE MARKETING PLAN FOR AFFORDABLE HOUSING COMPLIANCE 2002***

As a continuing effort in marketing Wyckoff's affordable housing opportunity, I have contacted the following organizations for their assistance and provided them with public service announcements and applications. I have requested that they post this information, make additional copies and include it in their literature (i.e. Church bulletins, employee bulletin board, employees newsletters, etc.).

1. Houses of Worship - 15
2. Senior Citizen Club
3. Chamber of Commerce
4. Board of Education
5. Ramapo/Indian Hills Regional High School District
6. Woman's Club of Wyckoff
7. Bergen County Division of Senior Services
8. Hudson County Office of Aging
9. Sussex County Office of Aging
10. Becton Dickinson & Company
11. Bergen Mall Management Office
12. Nabisco Corporation
13. GFP Corp/Westfield (Garden State Plaza, Paramus, NJ)

II Partners in Pride

II Midland Park/Wyckoff Rotary Club

16. Public Service Announcement release
17. Spring & Fall 2002 Newsletter distribution
18. Webpage 24/7 posting
19. A printable affordable housing application is available on the Wyckoff Webpage 24/7
20. Eleven regional Municipalities & Libraries:

Waldwick	North Haledon	Hoboken
Midland Park	Paterson	Glen Rock
Allendale	Kearny	Sussex
Wayne	North Arlington	

Susan Schilstra
Affordable Housing Secretary

mtlaurel\compliance.02

MEMORANDUM

TO: Mike Rose, Township Communications Officer

FROM: Susan Schilstra, Affordable Housing Secretary

DATE:

SUBJECT: **AFFORDABLE HOUSING AFFIRMATIVE MARKETING PUBLIC SERVICE ANNOUNCEMENT**

Please accept this memo as a request to place the attached information about the Wyckoff Affordable Housing program on the Township's Cable Television Public Information Channel. It is requested that you run this advertisement for two (2) months.

Susan Schilstra
Planning Board Secretary

cc: Robert J. Shannon, Township Administrator
Robert E. Landel Township Attorney

mtlaurel/rose.housing

Revised 4-02
per COAH rules

PUBLIC SERVICE ANNOUNCEMENT

For Immediate Release

For further information contact:
Susan Schilstra
201-891-7000 ext. 27

AFFORDABLE HOUSING UNITS IN WYCKOFF

Wyckoff Affordable Housing applications continue to be accepted for affordable housing in the Township of Wyckoff. Applicants may apply for purchase units and/or rental units.

Affordable housing allows families earning below 80% of the median income level to acquire housing at prices they can afford. Households with the following income levels and based on the number of persons in a family may qualify: 1 person - $41,049; 2 people - $46,913;3 people - $52,778; 4 people - $58,642; 5 people - $63,333; 6 people - $68,024. Households making ABOVE these levels are NOT ELIGIBLE. The Wyckoff affordable housing units are for persons or families of limited income. Those interested in purchasing re-sale units must have five percent of the purchase price available for a down payment and qualify for a mortgage. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household.

Those wishing to apply for low and moderate income housing units may pick up an application Monday through Friday between the hours of 9:00 am and 3:00 pm. Distribution is being handled by Susan Schilstra at the Planning Board office - Room 110 in Memorial Town Hall located at Scott Plaza in the Township of Wyckoff.

* * *

WEBPAGE DOCUMENT

AFFORDABLE HOUSING

In the event that you wish to apply for Wyckoff Affordable Housing, please follow the 2002 Regional Income Limits provided by the New Jersey Council on Affordable Housing (COAH). Applicants may apply for purchase units and/or rental units. Affordable housing allows families earning below 80% of the median income level to acquire housing at prices they can afford. Households with the following income levels and based on the number of persons in a family may qualify:

1 person - $41,049.	4 people - $58,642.
2 people - $46,913.	5 people - $63,333.
3 people - $52,778.	6 people - $68,024.

Households making ABOVE these levels are NOT ELIGIBLE. The Wyckoff affordable housing units are for persons or families of limited income. Those interested in purchasing re-sale units must have five percent of the purchase price available for a down payment and qualify for a mortgage. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household.

HOW TO USE THIS APPLICATION

Below please find the Township of Wyckoff Affordable Housing application. The Affordable Housing application may be printed via this web site. However, you must mail the completed application with all attachments to the Housing Consultant. Please read the instructions carefully.

Remember, applications *cannot* be e-mailed. They must be completed with all required attachments and mailed directly to the Housing Consultant. You must print out as many Verification of Employment forms and complete these forms in duplicate for each member of your family and their employers. Verification of Deposit forms must be printed for all sources of funds for all family members and completed in duplicate.

Once you have submitted the completed application along with a *non-refundable* money order or check to Ms. Zega, the following will occur:

1. It will take approximately 4 to 6 weeks to become certified or placed in an income category according to your household size and income level.
2. Your certification will remain on record until you are notified that you may be among other applicants considered for a unit.

3. At that time a new application must be filed and a processing fee paid if your certification was issued more than 8 months before you were advised that a unit becomes available.
4. Affordable Housing placement is by original date of certification.

We hope this information is helpful. If you have any questions you may contact Susan Schilstra at the Planning Board office by calling 201-891-7000 extension 27.

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)
FIELD(4)

Dear FIELD(5):

As part of Wyckoff's Affirmative Marketing Plan for Affordable Housing in the Township of Wyckoff, would you kindly place the attached Public Service Announcement for the greatest possible awareness. The Township is continuing its efforts in marketing this housing opportunity and respectfully request your assistance.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/wyckoff.ltr

Mrs. Jane Mahometa, President
Senior Citizen Club
220 Crescent Avenue
Wyckoff, NJ 07481

Ms. Ginny Raso, President
Chamber of Commerce
P.O. Box 2
Wyckoff, NJ 07481

Mrs. Claire Orsini, President
Woman's Club of Wyckoff
176 Wyckoff Avenue
Wyckoff, NJ 07481

President
Wyckoff Lions Club
P.O. Box 33
Wyckoff, NJ 07481

Ms. Mary Bugel, President
Partners in Pride
348 Rodney Road
Wyckoff, NJ 07481

Mr. Andy Garlick, President
Midland Park/Wyckoff Rotary Club
215 Oak Street
Wyckoff, NJ 07481

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)
FIELD(4)

Dear FIELD(5):

Thank you for your distribution of a similar letter dated December 27, 2001 that was mailed to you as part of Wyckoff's Affirmative Marketing Plan for Affordable Housing. The Township is continuing its efforts in marketing this housing opportunity and respectfully request your assistance. Please disseminate this information to your members for the greatest possible awareness. The rental units are projected to be available for rent by winter 2002. Affordable housing allows people making below 80% of the median income level to acquire housing at prices they can afford.

Households with the following income levels and based on the number of persons in a family may qualify:

1 person - $41,049	3 people - $52,778	5 people - $63,333
2 people - $46,913	4 people - $58,642	6 people - $68,024

Households making ABOVE these levels are NOT ELIGIBLE. The Wyckoff Affordable Housing units are for those of limited income. Those interested in purchasing must have five percent of the purchase price available for a down payment and qualify for a mortgage.

Those wishing to apply for low and moderate income housing units may pick up an application Monday through Friday between the hours of 9:00 a.m. and 3:00 p.m. Distribution is being handled by Susan Schilstra at the Planning Board office - Room 110 in Memorial Town Hall located at Scott Plaza in the Township of Wyckoff.

Thank you for your assistance.

Respectfully yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/worship.ltr

Pastor Don James
Bethany Church
568 Wellington Drive
Wyckoff, NJ 07481

The Reverend John C. Fisher
Cedar Hill Christian Reformed Church
422 Cedar Hill Avenue
Wyckoff, NJ 07481

Pastor David Lee
Bergen Christian Testimony Church
560 Russell Avenue
Wyckoff, NJ 07481

The Reverend David Overway
Covenant Protestant Reformed Church
283 Squawbrook Road
Wyckoff, NJ 07481

Pastor Wesley Van Dyk
Faith Community Christian Reformed Church
530 Sicomac Avenue
Wyckoff, NJ 07481

Pastor George Hanssen
Advent Lutheran Church
777 Wyckoff Avenue
Wyckoff, NJ 07481

The Reverend David Wiley
Grace United Methodist Church
555 Russell Avenue
Wyckoff, NJ 07481

The Reverend Bruce Hoffman
Second Reformed Church
475 Lafayette Avenue
Wyckoff, NJ 07481

Pastor Kevin Jonas
Wyckoff Assembly of God
139 Franklin Avenue
Wyckoff, NJ 07481

Pastor Fred Provencher
Cornerstone Christian Church
Wyckoff and Russell Avenue
Wyckoff, NJ 07481

Reverend David Bach
Wyckoff Reformed Church
580 Wyckoff Avenue
Wyckoff, NJ 07481

Rabbi Kenneth Emert
Beth Rishon Synagogue
585 Russell Avenue
Wyckoff, NJ 07481

Reverend Monsignor Thomas M. O'Leary
St. Elizabeth Roman Catholic Church
700 Wyckoff Avenue
Wyckoff, NJ 07481

Reverend Father James Moulketis
St. Nicholas Greek Orthodox Church
467 Grandview Avenue
Wyckoff, NJ 07481

Pastor John W. Minnema
Hawthorne Gospel Church
2000 Route 208 North
Hawthorne, NJ 07506

December 19, 2002

FIELD(1)
FIELD(2)
FIELD(3)
FIELD(4)

Attention: FIELD(5)

Dear FIELD(6):

In December of 2001, you were able to provide a public display area to assist us with our affirmative marketing plan on affordable housing in Wyckoff.

Enclosed are 3 copies and 1 master copy of the revised Wyckoff Affordable Housing application form. Please place these copies on your FIELD(7). Please use the master copy to make copies from time to time.

Thank you for your time and attention concerning this matter. If you have any questions, please contact me at 201-891-7000 extension 27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/municipal.ltr

Borough of Allendale
Municipal Building
500 W. Crescent Avenue
Allendale, NJ 07401-1799

Borough of Glen Rock
Municipal Building
Harding Plaza
Glen Rock, NJ 07452

Borough of North Arlington
Borough Hall
214 Ridge Road
North Arlington, NJ 07031

Town of Kearny
Town Hall
402 Kearny Avenue
Kearny, NJ 07032

City of Paterson
City Hall
155 Market Street
Paterson, NJ 07505-1408

City of Hoboken
City Hall
94 Washington Street
Hoboken, NJ 07030

Borough of North Haledon
Municipal Building
103 Overlook Avenue
North Haledon, NJ 07508-2598

Borough of Midland Park
Municipal Building
280 Godwin Avenue
Midland Park, NJ 07432-1836

Township of Wayne
Municipal Building
475 Valley Road
Wayne, NJ 07470-3582

Borough of Waldwick
Municipal Building
15 E. Prospect Street
Waldwick, NJ 07463

Sussex Borough
Municipal Building
2 Main Street
Sussex, NJ 07461-2397

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)

Attention: FIELD(4)
FIELD(5)

Dear FIELD(6):

In December of 2001, you were able to provide a public display area to assist us with our affirmative marketing plan on affordable housing in Wyckoff.

Enclosed are 3 copies and 1 master copy of the revised Wyckoff Affordable Housing application form. Please place these copies on your FIELD(7). Please use the master copy to make copies from time to time.

Thank you for your time and attention concerning this matter. If you have any questions, please contact me at 201-891-7000 extension 27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/library.ltr

Wyckoff Public Library
200 Woodland Avenue
Wyckoff, NJ 07481

Wayne Public Library
12 Nellis Drive
Wayne, NJ 07470

Kearny Public Library
318 Kearny Avenue
Kearny, NJ 07032

Hoboken Public Library
500 Park Avenue
Hoboken, NJ 07030

Glen Rock Public Library
315 Rock Road
Glen Rock, NJ 07452

Allendale Public Library
500 W. Crescent Avenue
Allendale, NJ 07401

Midland Park Public Library
280 Godwin Avenue
Midland Park, NJ 07432

Waldwick Public Library
19 E. Prospect Street
Waldwick, NJ 07463

North Haledon Public Library
129 Overlook Avenue
North Haledon, NJ 07508

Paterson Public Library
250 Broadway
Paterson, NJ 07501

North Arlington Public Library
210 Ridge Road
North Arlington, NJ 07031

Dennis Memorial Library
101 Main Street
Newton, NJ 07860

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)
FIELD(4)

Dear FIELD(5):

As part of Wyckoff's Affirmative Marketing Plan for Affordable Housing in the Township of Wyckoff, would you kindly place the attached Public Service Announcement for the greatest possible awareness for your faculty and staff. The Township is continuing its efforts in marketing this housing opportunity and respectfully request your assistance.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/education.ltr

Dr. James Bender, Superintendent
Board of Education
241 Morse Avenue
Wyckoff, NJ 07481

Mr. David Rindeknecht, Business Administrator/Board Secretary
Ramapo/Indian Hills Regional High School District
George Street
Franklin Lakes, NJ 07417

December 20, 2002

FIELD(1)
FIELD(2)
FIELD(3)

Attention: FIELD(4)
FIELD(5)

Dear FIELD(6):

As part of Wyckoff's Affirmative Marketing Plan for Affordable Housing in the Township of Wyckoff, would you kindly place the attached Public Service Announcement for the greatest possible awareness on your employee bulletin board. The Township is continuing its efforts in marketing this housing opportunity and respectfully request your assistance.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

mtlaurel/affirmativemarketing/business.ltr

Bergen County Division of Senior Service
21 Main Street-Court Plaza South Room 109W
Hackensack, NJ 07601

Becton Dickinson & Company
1 Becton Drive - MC 061
Franklin Lakes, NJ 07417

Bergen Mall Management Office
Room 2701
Paramus, NJ 07652

Hudson County Office of Aging
595 County Avenue
Secaucus, NJ 07094

Nabisco Corporation
2211 Route 208
Fair Lawn, NJ 07410

Sussex County Senior Services
175 High Street
Newton, NJ 07860

GFP Corp/Westfield
1 Garden State Plaza
Paramus, NJ 07652

APPLICATION CERTIFICATION PROCEDURE - RENTAL

1. All applications are either mailed (applicant is to send a self addressed stamped envelope with 4 first class stamps enclosed) to the Affordable Housing Secretary or distributed at the Wyckoff Town Hall, Room 110.

2. The completed application, with the $40 fee, is mailed to Cheryl A. Zega, Wyckoff Housing Consultant, 700-76 Broadway, PMB 382, Westwood, New Jersey 07675-4848.

3. The application is processed by Cheryl Zega:

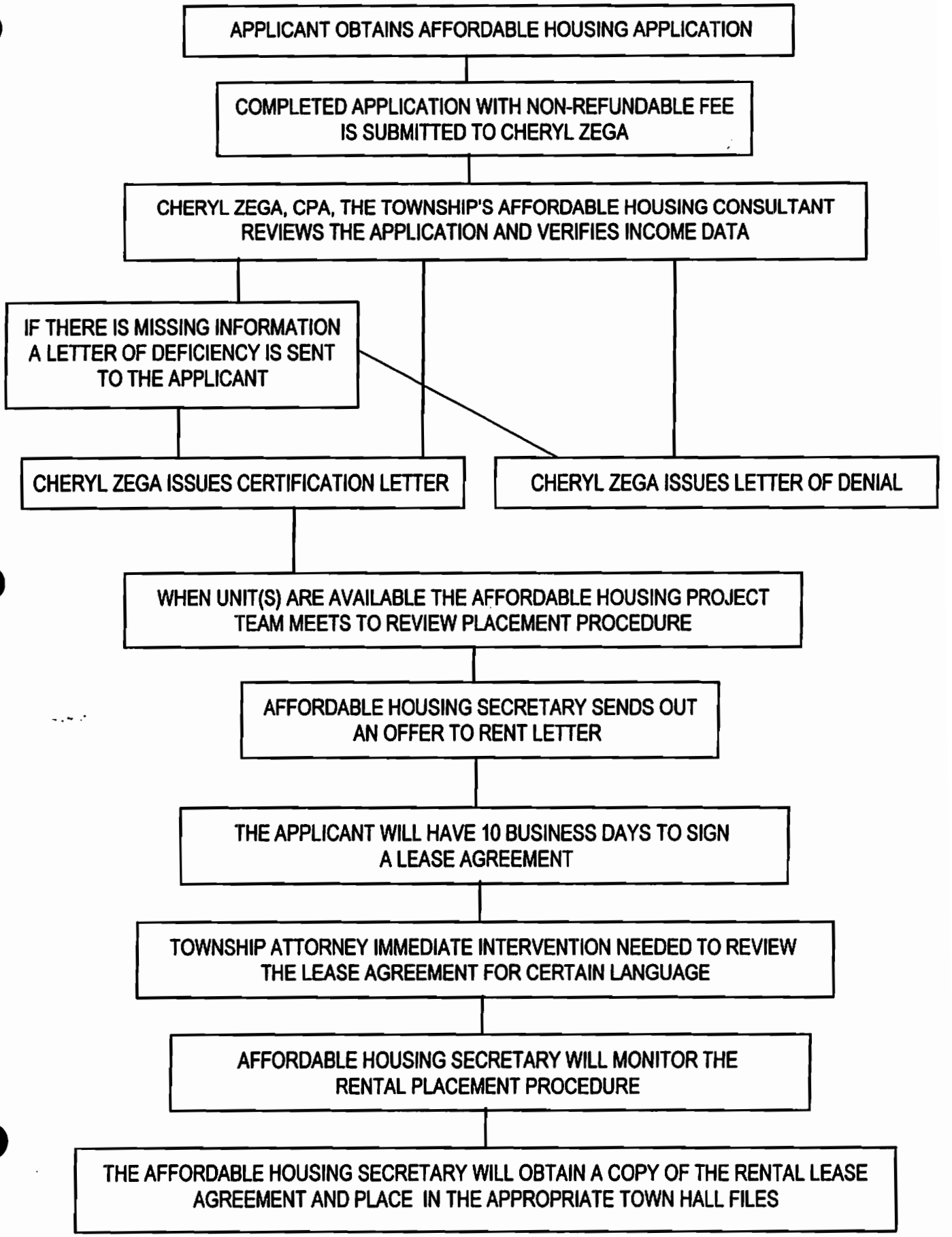
   A. Request verification of employment information from employer for all household members 18 years of age or older who will reside in affordable unit.
   B. Copy of 1040 Individual Tax Return is reviewed for items such as salary data, interest and dividend income, mortgage interest and real estate taxes, rental income, investment detail, etc.
   C. Benefits such as Social Security, Unemployment, Welfare, Disability and Pension income are verified.
   D. Attach a copy of most recent Pay Stub, Alimony Check, Child Support Check, and Divorce Decree/Separation/Custody and/or Child Support Agreement.
   E. Request verification of deposit from banks or other financial institutions regarding trusts, money market accounts, certificate of deposit, checking & savings accounts, etc.
   F. Request evidence of asset value on real estate or business held by household member. Request mortgage/loan balance on real estate.
   G. Review application for notarized statement.
   H. Other information may be requested to complete the application.

4. The applicant is proceeding through the qualification status as the consultant examines the application and verifies the required information. If information is missing, the housing consultant will contact the applicant via a letter noting deficiency of application. Applicant must diligently correct deficiency. If the deficiency is not corrected a notice of ineligibility is sent. Once all the information is collected, the applicant becomes a Potential Income Eligible Purchaser/Renter and Certified provided the applicant meets income requirements. A calculation is performed to determine the applicants percentage of median income. A median income percentage of 0 to 79.99% qualifies the applicant to become a Potential Income Eligible Purchaser/Renter. If the median income percentage is above 79.99% a notice of ineligibility is sent to the applicant noting that he is not eligible. The Township of Wyckoff no longer requires submission of a new application and payment of a fee every eight months. Once you have been notified in writing that you are a certified household, you may need to re-certify if you have a change in income, household size or marital status. Otherwise, the affordable housing consultant may periodically request a new application.

However, you may not be requested to renew your application until a unit is available for which you may be eligible. At that time, you must file a new application and pay a $40 application fee. If the new application is not filed within two (2) weeks of the date you receive notification of the availability of a unit, however, you may be bypassed in favor of another qualified household and lose your position in the pool of certified households. Applicants must inform the Affordable Housing Consultant of any change in income, household size or marital status, address, or phone number or disqualification may result.

5. If your household becomes certified you may be considered for an affordable housing unit when one becomes available. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household. Placement into an affordable housing unit will be based on the original date of certification.

RENTAL PROCEDURE CHART



AFFORDABLE HOUSING

In the event that you wish to apply for Wyckoff Affordable Housing, please follow the 2002 Regional Income Limits provided by the New Jersey Council on Affordable Housing (COAH). Applicants may apply for purchase units and/or rental units. Affordable housing allows families earning below 80% of the median income level to acquire housing at prices they can afford. Households with the following income levels and based on the number of persons in a family may qualify:

1 person - $41,049.	4 people - $58,642.
2 people - $46,913.	5 people - $63,333.
3 people - $52,778.	6 people - $68,024.

Households making ABOVE these levels are NOT ELIGIBLE. The Wyckoff affordable housing units are for persons or families of limited income. Those interested in purchasing re-sale units must have five percent of the purchase price available for a down payment and qualify for a mortgage. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household.

HOW TO USE THIS APPLICATION

Below please find the Township of Wyckoff Affordable Housing application. The Affordable Housing application may be printed via this web site. However, you must mail the completed application with all attachments to the Housing Consultant. Please read the instructions carefully.

Remember, applications *cannot* be e-mailed. They must be completed with all required attachments and mailed directly to the Housing Consultant. You must print out as many Verification of Employment forms and complete these forms in duplicate for each member of your family and their employers. Verification of Deposit forms must be printed for all sources of funds for all family members and completed in duplicate.

Once you have submitted the completed application along with a *non-refundable* money order or check to Ms. Zega, the following will occur:

1. It will take approximately 4 to 6 weeks to become certified or placed in an income category according to your household size and income level.
2. Your certification will remain on record until you are notified that you may be among other applicants considered for a unit.

3. At that time a new application must be filed and a processing fee paid if your certification was issued more than 8 months before you were advised that a unit becomes available.
4. Affordable Housing placement is by original date of certification.

We hope this information is helpful. If you have any questions you may contact Susan Schilstra at the Planning Board office by calling 201-891-7000 extension 27.

mtlaurel/dooument/web.application

WYCKOFF AFFORDABLE HOUSING APPLICATION
FOR ELIGIBLITY & CERTIFICATIONOF PURCHASERS/RENTERS

1. Please fully complete the attached information so that a determination of household income eligibility can be made. The required data will be used to determine if you qualify as a Potential Income Eligible Purchaser/Renter. Failure to submit complete & **notarized** information will result in a rejection and require the filing of another application. Written notification of change of address, phone number, household composition, income or job status must be provided. Everyone 18 years and older must submit information. If you are not currently married or living with another adult but plan to do so, complete data for all who will live in unit.

2. Attach copy of **FEDERAL TAX RETURNS** (FORM 1040) for the three most recent years. For the Housing Consultant to verify income, obtain Form 1040 Tax Summary from local Internal Revenue Service Center or call 1-800-829-1040, hold, as if you have a rotary phone, ask agent to **mail you a copy of your 1040 Tax Summary** for the three most recent years. **Mail a copy of statement that you receive to this office at the address below.**

3. Attach copy of most recent **Pay Stub, Alimony Check, Child Support Check, Pension Check, Unemployment, Disability, Social Security Statement and Divorce Decree/Separation/Custody and/or Child Support Agreement** for **all** family members 18 years and over. If you have an interest in a **Corporation or Partnership** include tax returns for the three most recent years. If self-employed, include a current **Certified Profit & Loss Statement** and **Balance Sheet.**

4. Attach a copy of the most current **Bank Statement** for all checking, savings, money market funds, certificates of deposit, pension, IRA, stock, bond, investment and/or all other types of accounts.

5. If you or co-applicant own an interest in any kind of home, building or land: include a copy of **Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement** indicating **Current Mortgage Balance.** If you own rental property attach copies of all leases.

6. **VERIFICATION OF EMPLOYMENT** – Item 1-employer's address, Item 5-your name & address, Item 6-signature, Item 7-social security number. **FILL OUT IN DUPLICATE** (2 copies per employer). **Mail one copy to us and mail one to each employer.**

7. **VERIFICATION OF DEPOSIT** – use one form per bank, IRA, pension or investment account. Fill in Item 1-institution's name & address, Item 5-account # & information, Item 6-your name & address, Item 7-signature, Item 8-social security number. **FILL OUT IN DUPLICATE** (2 copies per bank). **Mail one copy to us and mail one to each bank, etc.**

8. The application package and a **nonrefundable money order or check** for $40.00, made payable to **Township of Wyckoff,** should be mailed to:

Cheryl A. Zega,
700-76 Broadway, PMB 382, Westwood, NJ 07675-4848

9. If your household becomes certified you may be considered for an affordable housing unit when one becomes available. Unfortunately, Wyckoff cannot guarantee the availability of an affordable housing unit for each certified household. Your certification will remain on record until you are notified that you may be among other applicants being considered for a unit. At that time a new application must be filed and a processing fee paid if your certification was issued more than 8 months before you were advised that a unit becomes available.

W-9/2002

PURCHASER/RENTER APPLICANT QUESTIONNAIRE
COMPLETE AND INCLUDE WITH APPLICATION

YES	NO	N/A	Answer either YES, NO or Non-applicable (N/A) to each question.
_____	_____	_____	1. Is application signed and notarized by all members 18 or older?
_____	_____	_____	2. Are signed and completed federal tax returns attached for the three most recent years? If not why _____
_____	_____	_____	3. Did you include a copy of your pay stub, alimony, child support, pension check, welfare, disability, unemployment, or social security statement?
_____	_____	_____	4. Did you include a copy of your divorce decree, separation, custody, and/or child support agreement?
_____	_____	_____	5. Do you own any interest in a business, corporation or partnership?
_____	_____	_____	6. If you are self employed did you include a Profit and Loss Statement, and Balance Sheet?
_____	_____	_____	7. Did you include an official statement for checking, savings, money market, certificate of deposit, pension, IRA, stock, bonds investment or any other deposit?
_____	_____	_____	8. Are all verifications of employment complete including your name and address, employers name and address for all persons working in the household?
_____	_____	_____	A. Has 1 copy been mailed to your employer(s)?
_____	_____	_____	B. Has 1 copy been included in the application package?
_____	_____	_____	9. Are all verifications of deposit complete including your name and address, account number(s) and balance(s), financial institution name and address for all members of your household?
_____	_____	_____	A. Has 1 copy been mailed to your financial institution(s)?
_____	_____	_____	B. Has 1 copy been included in the application package?
_____	_____	_____	10. If you own rental property, did you include copies of all leases?
_____	_____	_____	11. If you rent an affordable unit, what will be done with your current home? _____
_____	_____	_____	12. Did you include a check or money order for $40.00 made payable to **'Township of Wyckoff'**?
_____	_____	_____	13. Are you a resident of Bergen, Passaic, Hudson, or Sussex County?

W-9/2002

Purchaser/Tenant Application

Household Information

Complete the following information for each household member that will occupy the unit at the time of move-in:

Name First, Middle Initial, Last	Relationship to Head of Household	M/F	Social Security Number	Date of Birth Month, Date, Year

Current Address: _____

Day Phone # (___) _____ Fax# (___) _____ Evening Phone # (___) _____

Do you currently own your own residence _____ or rent _____ Do you wish to purchase _____ or rent _____

Marital Status: Single ___ Married ___ Divorced ___ Separated ___ Widow(er) ___ Student ___ Engaged ____

Other ___ Please explain _____

Answer YES or NO to each question.	YES	NO
1. Do you expect any addition to the household within the next twelve months?	____	____
2. Do you have full custody of your child(ren)?	____	____

Explanation of custody arrangements: _____

_____

_____

3. Have you ever filed for bankruptcy?	____	____

Explanation: _____

_____

_____

Income information

Please use a separate column for each household member who is 18 years of age and receives income. Annual amounts (12 Months) a full year must be provided. **Include documentation for all income sources.**

	Member 1	Member 2	Member 3	Member 4
Gross salary				
Tips, bonuses, commissions, and cash payments				
Self employment Include profit & loss statement				
Armed Forces pay				
Unemployment or Workmen's Compensation				
Public Assistance, General Relief or Aid to Families with Dependent Children, Welfare				
Child Support and/or Alimony Any awarded amounts				
Payments from Social Security Administration				
Veteran's Benefits, Pensions Retirement Benefits or Annuities				
Severance payments				
Regular gifts or payments from anyone outside household				
Payments from rental property, land contracts or other real estate income				
Settlements Such as insurance				
Disability, death benefits or life insurance dividends				
Educational grants, Scholarships, or other Student Benefits				
Lottery winnings or Inheritances				
Any other type of income not listed above				

Asset Information:
Include all assets held and the corresponding annual interest rate, dividends or any other income derived from the asset. Asset is defined as any lump sum amount that you hold and currently have access to. Include the value of the asset and corresponding income from the asset in the space provided.

Include **ALL** assets held by **ALL** household members including minors.

Account Information:
Please list all checking, savings, CDs, money market accounts, treasury bills, mutual funds, IRA, pension, profit-sharing and other accounts/assets held by financial institutions for all persons who will live in unit.

Name & Address of Financial Institution	Account #	Current Value	Annual Income

Asset Information:
Please list all stocks, bonds, real estate (home, building, land, mobile homes, vacation homes or commercial property), cash on hand over $500.00 and personal property as an investment (paintings, coin or stamp collections, artwork, collector or show cars, and antiques)

Name of Asset	Current Value	Annual Income	Number of Shares/ Other Information

Have you or any household member disposed of or given away any asset(s) for **LESS** than the fair market value within the past two years?
Explanation: _____

Zero Income Verification:

Are **YOU** or is any **OTHER ADULT** member of your household claiming zero income? If so, who?

Explanation: _____

_____

_____

Additional Information:
Are **YOU** or is **ANYONE** in your household:

	YES	NO
1. Currently a full-time student, or planning to be one within the next 12 months?	_____	_____
2. Married and currently filing a joint tax return?	_____	_____
3. Received AFDC (Aid to Families with Dependent Children)?	_____	_____
4. Enrolled in Job Training Partnership Act (JTPA) or another similar local, county or state program?	_____	_____
5. A single parent with child(ren) and neither you nor the child(ren) re dependents on anyone else's tax return?	_____	_____
6. Own or share in a business Corp ____ Partnership _____ Self Employed ____		
7. Own real estate, rental property, or land	_____	_____

Section 8 Rental Assistance:

1. Will your household be receiving Section 8 rental assistance at time of move-in?	_____	_____

Name of Agency: _____

Contact Person: _____

2. Will your household be eligible or are your applying to receive Section 8 rental assistance in the next 12 months?

Explanation: _____

Name of Agency: _____

All questions that were answered **YES** will be verified through the appropriate third-party source. It will be your responsibility to provide the Township of Wyckoff with all necessary information to properly process your application and verify your eligibility. This will include names, addresses, phone, and fax numbers, account numbers where applicable and any other information required to expedite this process. If information is not promptly provided you will not be certified.

Notarized Signature

All signatures must be **NOTARIZED**. No application will be accepted without notarization. All members of your household 18 years of age or older **must** sign the application. If you cannot obtain original signatures, please attach affidavits empowering you to sign on their behalf.

Signature Clause

I (We) understand that the Township of Wyckoff is relying on this information to prove my household's eligibility. I (We) certify that all information and answers to the above questions are true and complete to the best of my knowledge. I (We) consent to release the necessary information to determine my eligibility. I (We) understand that providing false information or making false statements may be grounds for denial of my application.

I (We) am (are) further aware and agree that the representations contained in this application, and attachments thereto relied upon by the Township of Wyckoff in connection with its determination of my eligibility shall become part of the contract/lease of the Affordable Housing Unit, and the contract/lease may be terminated by the Township of Wyckoff, if any of said representations are found to be false or misleading.

I (We) also certify that the Affordable Housing Unit I (we) am (are) seeking to purchase/rent will be used as my (our) primary residence. I (We) also certify that all income and other relevant data of all household members who will be occupying the condominium, have been fully disclosed herein. I (We) also fully understand that this application does not obligate me (us) in any way to purchase/rent an affordable housing unit, but will be used to determine my (our) eligibility to purchase/rent.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

I CERTIFY that on (date) _____ (name) _____ personally came before me and acknowledged under oath to my satisfaction that they are named and personally signed this document.
State of _____, County of _____ Notary _____

I CERTIFY that on (date) _____ (name) _____ personally came before me and acknowledged under oath to my satisfaction that they are named and personally signed this document.
State of _____, County of _____ Notary _____

I CERTIFY that on (date) _____ (name) _____ personally came before me and acknowledged under oath to my satisfaction that they are named and personally signed this document.
State of _____, County of _____ Notary _____

I CERTIFY that on (date) _____ (name) _____ personally came before me and acknowledged under oath to my satisfaction that they are named and personally signed this document.
State of _____, County of _____ Notary _____

REQUEST FOR VERIFICATION OF DEPOSIT

Part I – Request – Applicant complete items 1 through 7

1. To: Name and Address of INSTITUTION	2. From: Cheryl A. Zega, Housing Consultant 700-76 Broadway, PMB 382 Westwood, NJ 07675
3. Signature Cheryl A. Zega	4. Title Housing Consultant

I hereby authorize the institution in box 1 to release the information below to Cheryl A. Zega, Wyckoff Housing Consultant.

5. Information to be verified

Type of Account	Account in Name of	Account Number	Balance

6. Name and Address of APPLICANT	7. Signature of Applicant
	8. Social Security Number

Part II – Verification of Depository – Depository complete items 9 through 16. Return to address in item 2.

9. Deposits to be verified

Type of Account	Account in Name of	Account Number	Balance

10. Please provide detail on any outstanding loan balance(s).

11. Please include any additional information which may be of assistance in determination of credit worthiness.

12. If the name(s) on the account(s) differ from those listed in item 6, please supply the name(s) as reflected by your records.

17. Signature of Representative	18. Title	
19. Print or type named signed above	20. Phone Number	21. Date

W-9/2002

REQUEST FOR VERIFICATION OF EMPLOYMENT

Part I – Request – Applicant complete items 1 through 7

1. To: Name and Address of EMPLOYER	2. From: Cheryl A. Zega, Housing Consultant 700-76 Broadway, PMB 382 Westwood, NJ 07675
3. Signature Cheryl A. Zega	4. Title Housing Consultant

I hereby authorize the employer in box 1 to release the information below to Cheryl A. Zega, Wyckoff Housing Consultant.

5. Name and Address of APPLICANT (include employee or badge number)	6. Signature of Applicant
	7. Social Security Number

Part II – Verification of Employment – Employer complete items 8 through 19. Return to address in item 2.

8. Applicant's Date of Employment	9. Present Position	10. Probability of continued employment

11. Current gross base pay (use applicable pay period)

Annual _____ Hourly _____ average number of hours _____

Monthly _____ Weekly _____ use average weekly pay

Bi weekly Bi monthly

Type	Year to Date thru	Past year	Past year	If overtime or bonus is applicable, is its continuance likely?
Base pay				
Overtime				Overtime YES NO
Commissions				
Bonus				Bonus YES NO
Total				Please circle

12. Date of last pay increase _____ 13. Amount of last pay increase _____

14. Other applicable information:

Part III – Authorized signature

15. Signature of Employer	16. Title	
17. Print or type named signed above	18. Phone Number	19. Date

W-9/2002

Cheryl A. Zega
Wyckoff Housing Consultant
700-76 Broadway, PMB 382
Westwood, NJ 07675

CERTIFICATION AS A POTENTIAL INCOME ELIGIBLE PURCHASER/RENTER

DATE _____

_____ DAY PH _____
EVE PH _____
_____ COMP _____
SS# _____
_____ PUR/RENT RGN-W R O

WHEREAS, certain affordable housing units within the Township of Wyckoff are subject to the Affordable Housing Plan ("Plan") dated July 7, 1992 and adopted by the Wyckoff Township Committee, and

WHEREAS, said Plan requires that all Purchasers/Renters of said affordable housing units be qualified and certified as low/moderate income Purchasers/Renters, and

WHEREAS, the Purchaser/Renter named below has made the application to be certified as a potential low or moderate income Purchaser/Renter pursuant to a certain application,

NOW THEREFORE, in accordance with the Affordable Housing Plan, the WYCKOFF HOUSING CONSULTANT for the WYCKOFF HOUSING ADMINISTRATOR does hereby certify as follows:

1. The Application for Certification of _____ to be a potential income eligible Purchaser/Renter of a _____ Income Housing Unit, at the _____% level, for a ___ bedroom unit, for a ___ person family, for the Category _____ along with all other relevant documentation submitted by Renter, has been reviewed, and,

2. Based upon the information furnished and certified to, by the Applicant on the application, which is made part of this Certification, regarding the Purchaser's/Renter's Total Family Income (as defined) and Family Size, that the Purchaser/Renter named herein is a potential Income Eligible Purchaser/ Renter under the terms contained herein and under the terms of and subject to the Affordable Housing Plan for the Township of Wyckoff which is made a part of this Certification.

3. Written notification of change of address, phone number, household composition, income or job status must be provided to the Housing Consultant immediately. Everyone 18 years or older must submit changes to the above address. Requested change <u>not</u> submitted may result in <u>disqualification</u> of the certified household.

4. Household will be requested to meet income eligibility criteria at a later date, resulting in filing of a new application and payment of required processing fee.

Cheryl A. Zega, Wyckoff Housing Consultant
700-76 Broadway, PMB 382
Westwood, NJ 07675
201-444-0991, Fax 201-444-1364

Certification as Potential Income Eligible Purchaser/Renter Explanation Letter

Enclosed please find a Certification which is used to qualify a household as a Potential Income Eligible Purchaser/Renter. The household may be considered for an affordable housing unit when one becomes available. This is **not** a guarantee or promise of an affordable housing unit. The certification will remain on record until the household is notified that it is among other households being considered for a unit. At that time a new application must be filed and a processing fee paid if eight (8) months has passed since the date of certification.

Written notification of change of address, phone number, household composition (size), income or job status or position must be provided immediately by you. Everyone 18 years or older living in your household must submit changes to the above address. Requested change information **not** submitted may result in **disqualification** of the certified household.

The Certification enumerates the following information:

1. You are a potential income eligible purchaser/renter of low or moderate housing, all of which is affordable housing.

2. Your income is a percentage of Bergen County Median Income which ranges form 0 to 79 percent. Levels over 79 percent are not eligible.

3. Number of bedrooms and number of people in family.

The percentage level on the Certification will be matched as closely as possible to a unit when one becomes available in a similar percentage range and income level. For example, if the percentage is sixty percent you would be eligible for a unit around sixty percent. This unit should be affordable to the household based on qualifying income criteria.

Please DO NOT CALL the office if YOU do not hear from us. This means a unit has not become available that meets the income percentage and family size. Currently there are no units available but we do anticipated units will be available in the near future. It is not possible to estimate the waiting time.
Thank you for your patience.

NOTICE OF CHANGES TO CERTIFIED HOUSEHOLD

Date _____

To: Cheryl A. Zega
700-76 Broadway PMB 382
Westwood, NJ 07675

From:

_____

_____

_____

Please be notified the following information has changed.

_____ Address _____

_____

_____ Phone Number Day _____ Evening _____

_____ Family size (pregnancy, birth, or death)
Increase _____ Decrease _____

_____ Marital Status Engaged _____ Married _____ Separated _____ Divorced _____
Death _____

_____ Income Please enclose a pay stub with your new income. Please specify frequency of pay. _____Please explain increase, decrease or other change.

_____ Change of job provide details.

_____ Other Income not reported on prior application. Specify details examples include unemployment, pension income, social security, disability income, alimony, child support.

_____ No longer interested in a unit.

Cheryl A. Zega
Wyckoff Housing Consultant
700-76 Broadway, PMB 382
Westwood, NJ 07675

Date _____

_____

_____

_____

Dear Mr./Ms. _____

I regret to inform you that you are "not qualified" for affordable housing due to the following:

_____ your gross income is above the limit to qualify for affordable housing.

_____ deficiencies were not corrected in the specified period and a new application would have to be filed if interest still exists.

Sincerely,

Cheryl A. Zega
Wyckoff Housing Consultant

CHERYL A. ZEGA
WYCKOFF HOUSING CONSULTANT
700- 76 BROADWAY PMB 382
WESTWOOD, NJ 07675
T (201) 444-0991
F (201) 444-1364

_____

_____
_____
_____

Re: PROCEDURE FOR RECERTIFICATION OF PREVIOUSLY CERTIFIED HOUSEHOLDS

Dear _____

New certification and recertification procedures are in effect. These new procedures no longer require submission of a new application and payment of a fee every eight months. Once you have been notified in writing that you are a certified household, you will not have to be recertified or pay another $40.00 fee until you receive notification that a unit is available for which you may apply. At that time, you must file a new application and pay a $40.00 application fee. If the new application is not filed within two (2) weeks of the date you receive notification of the availability of a unit, however, you may be bypassed in favor of another qualified household.

In the interim, in order to maintain your certification and ensure your eligibility for a unit of the proper size and proper price, you must provide notification of any of the following changes as soon as possible after they occur:

1. Change of address.

2. Change of telephone number.

3. Change in household size - (increase or decrease).

4. Change in marital status.

5. Change in income. Provide documented proof of increase or decrease in household income, including the incomes of all household members 18 years of age or older.

6. Change in job status or position for any household member.

7. No longer wish to be certified.

8. Prefer to own or rent (or either).

For your convenience in complying with this request, a form is enclosed.

If you have not provided the above cited information so that we know the type of unit you are qualified to occupy and/or if we cannot contact you in the event an appropriate unit becomes available, you will miss the opportunity to purchase/rent an affordable housing unit for which you may otherwise be qualified. You will also lose your priority status, and you may need to apply for recertification.

Please call us if you have any questions. We thank you for your interest in Wyckoff's Affordable Housing Program and hope that we will be able to help you meet your housing needs.

Sincerely,

Cheryl A. Zega

NOTICE OF CHANGES TO CERTIFIED HOUSEHOLD

Date _____

To: Cheryl A. Zega
700-76 Broadway PMB 382
Westwood, NJ 07675

From:

_____

_____

_____

Please be notified the following information has changed.

_____ Address _____

_____

_____ Phone Number Day _____ Evening _____

_____ Family size (pregnancy, birth, or death)
Increase _____ Decrease _____

_____ Marital Status Engaged _____ Married _____ Separated _____ Divorced _____
Death _____

_____ Income Please enclose a pay stub with your new income. Please specify frequency of pay. _____Please explain increase, decrease or other change.

_____ Change of job provide details.

_____ Other Income not reported on prior application. Specify details examples include unemployment, pension income, social security, disability income, alimony, child support.

_____ No longer interested in a unit.

AFFORDABLE HOUSING AVAILABILITY

1. When rental affordable housing becomes available, the Housing Consultant will contact the Developer(s) to discuss the calculation of the rental price. When the rental price has been established, the Developer will advertise the unit(s) available, rental price and income level with assistance from the Housing Consultant. The Affordable Housing Secretary will draft the advertisement/press release and the Developer will pay the cost of this advertisement. Proof of publication shall be provided for purposes of fulfilling the affordable housing marketing agreement.

2. The Affordable Housing Consultant will contact the first eligible rental applicant, based on their respective position in the pool of certified households, that qualifies for the particular unit available based on household composition & percent of median income. The Township Attorney will review the rental contract. The applicant will meet with the landlord to see the housing rental unit or plans. The applicant will have 10 business days to sign a lease agreement. The Affordable Housing Secretary will obtain from the landlord a copy of the signed lease and collect the $500 original rental fee from the developer or a $300 re-rental fee from the landlord. The landlord will also pay $50 for a smoke detector certification. The renter will pay $80 to the Township of Wyckoff when the unit is occupied and will receive a Certificate of Occupancy from the Township. In the rental applicants file, labeled by street and block/lot, the following documents will be kept:
   A. Copy of the signed Lease Agreement
   B. Certificate of Occupancy

   In-house offices who will also receive this package of information are the Township Attorney, Affordable Housing Consultant, Affordable Housing file and the archives.

3. Once the rental unit have been occupied, the Affordable Housing Secretary will mail a yearly emergency contact form. The emergency contact form will be returned to the Affordable Housing Secretary.

4. Renters will not have to provide yearly income to the landlord when they renew their yearly lease according to the Wyckoff Township Planner.

5. Renters wanting to purchase an affordable housing unit will have to file a new application and provide income to the Wyckoff Housing Authority periodically as deemed necessary. The affordable rental household must file a new application if one of the following items should change:
   A. Household size
   B. Household income

6. All applicants and unit occupants must abide by and comply with all rules and regulations of the Township Affordable Housing Program and Fair Share Plan.

7. All applicants and unit occupants must abide by and comply with the rules and regulations of the complex owners.

Date

_____

_____

_____

Dear _____:

You have completed the certification process and may be eligible to rent 1002 Fieldstone Terrace, a one (1) bedroom affordable housing rental unit at the Fieldstone Development. In anticipation of the above, please perform the following:

1. Please contact the Fieldstone Development Rental Manager, Mr. Robert Milanese, at (201) 891-7774, to discuss the lease for the affordable housing rental unit, floor plans or site visit.

2. You are also instructed to contact me at the same time.

3. As per the Council on Affordable Housing (COAH) regulations, the monthly rental amount of the unit may be subject to change based on the annual COAH meeting. The current monthly rental amount of the unit is $ 466.00.

4. **In the event that you are not interested in the rental unit or do not have the required security deposit, contact me immediately.**

5. In the event you choose to lease this rental unit and desire to be considered for a future purchase of an affordable housing unit you must sign the attached form and return it in the enclosed envelope to the Wyckoff Affordable Housing office within ten (10) calendar days. This will require you to periodically re-certify your application and continue to meet eligibility criteria.

If you have any questions, please contact me at 891-7000 x27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

cc: Robert Milanese, Fieldstone Developer
Robert E. Landel, Township Attorney
Cheryl A. Zega, Wyckoff Housing Consultant

Regular mail\Certified mail #_____

CERTIFICATION FORM

Date _____

To: Township of Wyckoff
Memorial Town Hall
Scott Plaza - Room 110
Wyckoff, NJ 07481

From:

Name _____

Address _____

Phone Number:

Day _____

Evening _____

☐ I wish to remain certified for a purchase unit

☐ I wish to be removed from the pool of certified applicants for a purchase unit

Comments: _____

_____

_____

Date

_____

_____

_____

Dear _____:

In accordance with our telephone conversation, you have advised the Township that you have chosen not to rent 1004 Fieldstone Terrace, an affordable housing rental unit for which you have been certified as advised in my correspondence to you of March 25, 2002.

Based upon the foregoing, we will consider your eligibility to rent an affordable housing rental unit at Fieldstone Development no longer valid at this time. You shall remain certified as a potential income eligible household for a purchase unit provided you continue to meet the income criteria. If you have any questions, please contact me immediately at 201-891-7000 extension 27.

Thank you for your interest in Wyckoff's Affordable Housing program.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

cc: Robert E. Landel, Township Attorney
Cheryl A. Zega, Affordable Housing Consultant
Robert Milanese, Fieldstone Developer

Regular Mail/certified mail #_____

copy

Apartment No. 1002 Date 4/18/02

APARTMENT LEASE

NO PETS ALLOWED
NO WATER BEDS

The Landlord and the Tenant agree to lease the Apartment for the Term and at the Rent stated, as follows:
(The words Landlord and Tenant included all landlords and all tenants under this lease.)

TENANT Edward Von Lindern, III

LANDLORD: Fieldstone Manor, LLC TENANT

ADDRESS OF LANDLORD: 600 So. Livingston Ave., Suite 102, Livingston, NJ 07039 APARTMENT TYPE: 1 BR

TERM: 1 Year From 5/9/02 To 4/30/03 ADULTS: 1 CHILDREN:

YEARLY RENT: $5,592.00 MONTHLY RENT: $466.00 APARTMENT SECURITY: $699.00

MONIES DUE THIS DATE:		
	FIRST MONTH'S RENT OR PRO-RATED RENT	$ 345.00
	SECURITY DEPOSIT	$ 699.00
	TOTAL DUE:	$1,044.00

1.POSSESSION AND USE – The Landlord shall give possession of the apartment to the Tenant for the term. The Tenant shall take possession of and use of the apartment only as a private residence. The Tenant shall not use the apartment for any other purpose and shall conform to the Municipal and State occupancy standards. The Tenant must not allow the apartment to be vacant during the term. Only the Tenant and the members of the Tenant's certified household, as determined and approved by the Township of Wyckoff, may occupy the residence. The eligibility of the Tenant shall be determined in accordance with and shall only occupy the premises in accordance with the provisions, terms, and conditions of Article X, Sections 186-48 through 186-60 of the Code of the Township of Wyckoff, "Affordable Housing Regulations", as amended and supplemented and with all the provisions, terms, and conditions of the "New Jersey Fair Housing Act", N.J.S.A. 52:27D-301 et seq., as amended and supplemented, the "Rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:93-1.1 et seq., as amendment and supplemented and the procedural rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:91-1.1, as amended and supplemented.

2. RENT – The Tenant shall pay the Rent to the Landlord at the Landlord's address. Rent is due the first day of each month. All rent payments received by the Landlord after the 15th of the month shall be by certified check or money order. The Landlord reserves the right to refuse any checks tendered but not drawn on the Tenant's account. Once a Summary Dispossess Proceeding has been initiated, the Landlord reserves the right to require all payments to be made by certified check or money order until the legal proceeding is completed. If there is more than one Tenant, each Tenant shall be jointly and severally responsible for the payment of the rent. The amount of the annual rent shall be approved by the Township of Wyckoff and calculated in accordance with the applicable laws, regulations, rules and ordinances of the State of New Jersey and the Township of Wyckoff.

3. ADDITIONAL RENT – If the Tenant fails to comply with any agreement in this Lease, the Landlord may do so on behalf of the Tenant. The Landlord may charge the cost to comply to the Tenant as "Additional Rent." This includes attorney's fees and court cost incurred by the Landlord as a result of the Tenant's violation of this Lease. Tenant agrees to pay $50.00 late charge, as additional rent, if rent is not received in the office by the fifth (5th) of the month. The tenant agrees to pay $50.00 as additional rent to the Landlord representing Landlord's costs should any rental check be returned unpaid due to any cause, including Insufficient Funds. The Landlord will not redeposit checks returned unpaid and requires replacement proceeds to be tendered by certified check or money order. In addition, the Landlord reserves the right to demand that all further payments be made by certified check or money order.

4. SECURITY – The Security Deposit in the amount of $699.00 (one and half times one month's rental) is held in a trust account at Fleet Bank. Interest shall be credited pursuant to New Jersey Law. If the Landlord's interest in the Building is transferred, the Landlord shall (a) turn over the Security plus the Tenant's portion of the interest to the new landlord and (b) notify the Tenant of the name and address of the new Landlord. Notice must be given within five (5) days after transfer, by registered or certified mail. The Landlord shall then no longer be liable to the Tenant for the Security plus the Tenant's portion of the interest. The new Landlord shall then be liable to the Tenant for the Security plus the Tenant's portion of the interest. The Landlord may deduct any costs incurred for the Tenant's failure to comply with any agreement in this lease or for damage caused to the Landlord's property. If the Landlord uses the Security during the Term, the Tenant shall promptly pay the Landlord the amount deducted after the Landlord has drawn against the Security Deposit, the Landlord reserves the right to apply any payments made by the Tenant (even if identified as rent) toward the amount held as Security so as to bring said amount up to the legal limit. A refusal by the Tenant to bring the Security Deposit back up to the amount previously held by the Landlord prior to any deduction shall be considered a violation of this Lease. The Security is not to be used by the Tenant for the payment of Rent. The Tenant agrees that the time for the Landlord to account for the Security Deposit shall not begin to run until the Tenant's responsibility for payment of rent has ceased.

5. NO ASSIGNMENT OR SUBLETTING – The Tenant may not do any of the following (a) assign this lease; (b) sublet all or any part of the apartment; or (c) permit any other person to use the Apartment except persons who are members of the certified household as determined by the Township of Wyckoff.

6. VIOLATION, EVICTIONS AND RE-ENTRY – The Tenant is liable for all damages and/or expenses incurred by the Landlord to enforce the terms of this Lease. All such costs, damages, and/or expenses shall be considered additional rent. If the Tenant violates any agreement in this Lease, the Landlord has the right to seek to terminate this Lease and seek possession of the Apartment. This is done by eviction. The Landlord may also evict the Tenant for all other causes provided by law. The Tenant shall be responsible for the cost of the Summary Dispossess Proceeding initiated to obtain

possession of the Apartment, including $200.00 attorney's fee, court costs, cost of warrant of removal, constable fee and storage fees; for the cost of any appearance by the Landlord's attorney at a Stay Hearing in the amount of $200.00 and for the cost to lift a stay in any Court, said sum to include the cost of any filing fee and attorney's fees of $350.00, all the preceding costs shall be considered additional rent. All monies due and owing at the time of the Summary Dispossess Hearing must be tendered by the Tenant to settle a Summary Dispossess proceeding initiated by the Landlord for the non-payment of rent. This includes, but is not limited to the payment of accrued rents and late charges, insufficient funds fees, court costs and attorney's fees, all considered additional rent pursuant to the terms of this Apartment Lease. The Tenant agrees to remain responsible on this Lease, even after being evicted, as the Tenant acknowledges the Tenant cannot benefit from it own wrong doing. After eviction, the Tenant shall remain responsible until the Landlord's damages are determined. While the Landlord has a duty to mitigate its damages, the Tenant remains responsible on the Lease until the end of the Term when the Landlord's actual damages, if any, can be determined. If the Landlord re-rents the Apartment for less than the Tenant's rent the Tenant must pay the difference until the end of the Term. If the Landlord re-rents the Apartment for more than the Tenant's rent, the Tenant is not entitled to the excess. The Tenant shall also pay all reasonable expenses incurred by the Landlord in preparing the Apartment for re-renting and for re-renting the Apartment. Notice will be given to the Township of Wyckoff of Landlord's intent to file for eviction and the reason for doing so.

7. QUIET ENJOYMENT – Tenant is responsible for their own conduct as well as the conduct of their family and guests. Such conduct should not interfere with other tenants' right to quiet enjoyment of their own Apartment (i.e., excessive noise, unpleasant odors, infestation, water damage, etc.).

8. UTILITIES AND SERVICES – The Tenant shall pay for all utilities and services. Landlord is not liable for any stoppage or reduction of services beyond the Landlord's control. This does not excuse the Tenant from paying Rent. It is the Tenant's responsibility to make sure all utilities are in the Tenant's name from the date this lease commences. If the Landlord receives a utility bill for a period during the term of this Apartment Lease, any such sum shall be considered additional rent until paid by the Tenant. Nothing herein shall be interpreted to require the Landlord to pay any of the Tenant's utility bills.

9. REPAIRS AND MAINTENANCE – The Tenant shall (a) take good care of the Apartment and all equipment and fixtures in it; (b) promptly make all necessary repairs and replacement whenever the need results from the Tenant's act of neglect; (c) keep the Apartment and any other part of the building used by the Tenant as clean and safe as possible; and (d) promptly notify the Landlord when there are conditions that need repair. Tenant shall be responsible for reimbursing the Landlord for the cost of any repairs that are not "normal wear and teat" repairs. Any such costs shall be considered additional rent.

10. ACCESS TO APARTMENT – Tenant recognizes that the Landlord owns the Apartment in which the Tenant resides and, as such, the Landlord is entitled to reasonable access to the premises to protect and preserve the Apartment. Tenant acknowledges that, in case of emergency the Landlord is entitled to immediate access to the Apartment. At all other times, Tenant acknowledges that the Landlord is entitled to access to the Apartment with access to be provided by the Tenant between the hours of 8:30 AM and 6 PM, Monday through Saturday, upon being given twenty-four (24) hours notice by the Landlord.

11. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT – The Tenant may not make any changes or additions to the Apartment without the Landlord's written consent. This rule includes, but is not limited to:

(a) Installation of paneling, flooring, built-in decorations, partitions, moldings or any other fixture drilled into or attached to the floors, walls or ceiling.
(b) Installation of any locks or chain-guards.
(c) Painting, wallpapering or other decorations.
(d) Installation of any equipment or wiring.
(e) Change in the plumbing, cooking, air conditioning, electrical or heating systems.

All changes or additions made without the Landlord's written consent shall become the property of the Landlord when completed and paid for by the Tenant. They shall remain as part of the Apartment at the end of the Term unless the Landlord demands that the Tenant remove them. The Tenant shall promptly pay all costs of removing any such changes and/or additions. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Building. If any lien or claim is filed against the Building, the Tenant shall have it promptly removed.

12. FIRE AND OTHER CASUALTY – The Tenant is liable for the acts and neglect of the Tenant's family and guests. The Tenant shall notify the Landlord at once of any fire or other casualty in the Apartment. If the damage is caused by the Tenant's negligence or misconduct, the Tenant shall remain liable for the payment of the rent during the period the Apartment is being repaired. If the fire or other casualty is caused by the act or neglect of the Tenant, the Tenant shall pay for repairs and all other damages. This includes the damage to the Apartment and fixtures installed by the Landlord as well as any loss of rent attributable to the fire or casualty originating in the Tenant's Apartment. The Landlord need not repair or replace anything installed by the Tenant. The Landlord or Tenant may cancel this lease if the apartment is so damaged by fire or other casualty that it cannot be repaired within 30 days of the date the damage occurred. The Tenant may not cancel this Lease if the fire or other casualty is caused by the act or neglect of the Tenant. If the unit is greatly damaged by fire or other casualty, to the extent that the unit cannot be lived in and the damage is not caused or made worse by Tenant, Tenant will be responsible for rent only up to the date of the damage. If the unit can be lived in and if continued occupancy is lawful, Tenant's rent will be reduced in proportion to the damaged part of the unit until such time as repairs are made.

13. LIABILITY OF LANDLORD AND TENANT – The Landlord is not liable for loss, injury or damage to any person or property unless it is due to the Landlord's act or neglect. The Landlord shall not be responsible for any damages claimed by the Tenant due to acts of God, labor disputes, strikes, lock outs and/or inclement weather which limit or disrupt the Tenant's access to or from their Apartment or its use thereof. The Tenant shall repay to the Landlord any money spent by the Landlord due to the Tenant's act or neglect. The Tenant must pay for all acts or neglect of the Tenant's family, friends, guests, invitees, etc.

A. Landlord will:
   1. Not lawfully discriminate on the basis of race, color, religion, creed, national origin, sex, age, handicap or membership if a legally protected class;

2. Comply with all applicable codes;
3. Make necessary repairs and ensure that unit is habitable;
4. Keep all common areas clean;
5. Provide and maintain garbage receptacles;
6. If applicable, supply reasonable amounts of hot water and, between October 1 and May 1 reasonable amounts of heat; and
7. Respond in a reasonable time to service calls by Tenant.

B. Landlord is not responsible for the following:
1. Damage or loss of Tenant property resulting from fire, wind, water, theft, utility outage or sewer backup or otherwise (Tenant understands that it is Tenant's obligation to obtain insurance covering personal possessions);
2. Damage or loss of Tenant's property entrusted to Landlord's employees;
3. The loss or damage of Tenant's possessions stored in any storage room or area;
4. The acts of other Tenants;
5. Property remaining in the unit after this Lease or tenancy under this Lease ends. Such property shall be considered to be abandoned and Landlord can either keep such property or have it removed at Tenant's expense; and
6. Damage or loss of Tenant's property resulting from utility outage or sewer backup.

14. SUBORDINATION OF MORTGAGE – In a foreclosure sale all mortgages that now or in the future affect the Building have a priority over the Lease. This agreement shall not be terminated in the event of a judgment of foreclosure on the property that includes this affordable housing rental unit. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

15. NOTICES – All notices given under this Lease must be in writing. Unless otherwise provided by law, they may be given by (a) personal delivery; or (b) certified mail, return receipt requested. Each party must accept the certified mail sent by the other. Notices shall be addressed to the Landlord at the address written at the beginning of this Lease and to the Tenant at the Apartment. In the case of a notice by Landlord of lease termination, notice must state the date of termination and the specific reasons for termination.

16. NO WAIVER – The Landlord's failure to enforce any agreement in this Lease does not prevent the Landlord from enforcing the agreement as to any later violations.

17. SURVIVAL – If any agreement in the Lease is contrary to law, the rest of the Lease shall remain in effect.

18. RENEWAL LEASE – Not less than 90 days prior to the end of the term the landlord may offer the tenant a renewal lease with reasonable changes. The Tenant must notify the Landlord and the Township of Wyckoff, in writing, of the tenant's acceptance or rejection of the lease changes not less than 60 days before the term ends. Landlord shall provide copies of any and all correspondence which landlord sends to tenant regarding the renewal lease including, but not limited to, the actual renewal lease, to the Affordable Housing Secretary, Township of Wyckoff, Memorial Town Hall, Scott Plaza, Wyckoff, New Jersey 07481. If the Tenant fails to properly notify the Landlord of the Tenant's acceptance, it will be considered a rejection. If the Tenant does not accept the changes, the Tenant must vacate the Apartment when the Term ends. However, if the Tenant fails to renew the Lease and remains in the Apartment after the expiration of the Lease, all terms and conditions of the Lease shall remain in effect at the election of the Landlord for an additional one (1) year period. In addition, if the Tenant does not notify the Landlord that the Tenant will be vacating the Apartment at the end of the Term, the Tenant agrees to allow the Landlord access to the Apartment to show prospective tenants in accordance with the procedure established in Paragraph 11 hereinabove. The Tenant further agrees that the renewal of this Apartment Lease by the Landlord does not waive or terminate any proceedings initiated by the Landlord pursuant to N.J.S.A.2A:18-61.1 et seq. (i.e., Notices to Cease, Notice to Quit, Demand for Possession or an actual Summary Dispossess Proceeding) it being agreed by the Tenant that until the grounds for the eviction are resolved or litigated, the Landlord does not waive its right to continue the process. Landlord will notify the Township of Wyckoff if the Tenant fails to properly notify the Landlord of the Tenant's acceptance, if the Tenant does not accept the changes, if the Tenant vacates the apartment, if the Tenant fails to renew the lease and remains in the apartment after expiration of the lease or the Tenant does not notify the Landlord if the Tenant will be vacating the property at the end of the term.

19. END OF TERM – At the end of the term, or when evicted, the Tenant shall (a) leave the Apartment clean; (b) remove all of the Tenant's property; (c) return to the Landlord all keys; (d) repair all damage caused by moving; and (e) return the Apartment to the Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear. If the Tenant leaves any property in the Apartment, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal; or (b) keep it as abandoned property.

20. BINDING – This Lease is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

21. FULL AGREEMENT – The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by the Landlord and the Tenant. This includes the understanding that the Tenant cannot unilaterally terminate this Apartment Lease unless specifically permitted by the Landlord in writing.

22. RULES AND REGULATIONS – The Tenant shall obey all the Landlord's rules for safety and cleanliness of the Building and for the comfort and convenience of the other tenants. The Tenant accepts the rules that are attached to this Lease. The Tenant shall comply with all orders and rules of the Board of Health or other authority governing the Building.

23. MOTOR VEHICLES – Tenant agrees that no more than two (2) motor vehicles (automobiles, passenger vehicles and vans only) may be parked by the undersigned or their household members in the parking lot. No campers, travel or recreational vehicles, mobile homes, motor homes, mini-bikes, buses or vehicles such as, but not limited to pickup trucks of any size or other commercial vehicles shall be parked in the parking areas of the Landlord. All motor vehicles parked in parking lot must have current registration and inspection sticker. If any such prohibited vehicles are parked, they will be removed or towed by the Landlord at the Tenant's sole expense. Motor vehicles shall only be parked in parking spaces. They shall not be parked in front of garages or staircases or along the curb unless the curb area is specifically designated for parking. Violators will be towed at the owner's expense.

24. PETS – Tenant agrees not to permit any pets, including dogs and/or cats to occupy the Apartment. Tenant acknowledges that a violation of this provision will subject the Tenant to eviction.

25. CLEANING – There will be a $200.00 charge deducted from the security if the Tenant does not clean the Apartment and appliances prior to vacating. Said cleaning is subject to inspection and approval by the Landlord. There will also be a charge of $200.00 for re-painting the Apartment if the Tenant vacates prior to the expiration of the Apartment Lease. In addition, if re-painting takes more than one (1) coat, the Tenant shall be responsible for the cost of each additional coat of paint.

26. CARPETING – If the Apartment comes with carpeting, Tenant agrees to have the carpet cleaned at least once a year at Tenant's own expense. The cost for installing the carpeting and padding of living space in an upstairs apartment, except the kitchen and bathroom, is the responsibility of the Landlord.

27. REFUSE AND HAZARDOUS WASTE – Tenant agrees to comply with all Federal, State, County and Municipal Laws, rules, regulations and ordinances relating to the storage of hazardous wastes and the disposal of refuse (garbage), including, but not limited to, the recycling of newspapers, glass, aluminum and plastics. Tenant agrees to indemnify and hold Landlord harmless from and against any liability in connection with the violation of this provision which sums shall be considered additional rent.

28. ILLEGAL ACTIVITIES – Tenant agrees not to participate in or permit any illegal activities to take place within Tenant's Apartment or on the property comprising the apartment complex. The Tenant shall be responsible for the conduct and activities of its family, guests, invitees, etc.

29. DELAY – In the event the premises are not completed or otherwise available for occupancy by the commencement date on the Lease, the tenancy shall commence from the date the premises are available for occupancy. Rent shall be apportioned as to the date of occupancy. The Landlord shall not be liable for the failure to have the Apartment available on the anticipated commencement date.

30. KEYS – Anyone that is locked out of their Apartment and requests assistance to gain access to their apartment will be charged the following:

(a) During office hours ($10.00) – Monday – Friday 10:00 AM – 5:00 PM and Saturday 10:00 AM – 1:00 PM
(b) After office hours ($25.00)

If payment is not made to the Superintendent, the fee shall be considered additional rent and due with the next month's rent payment.

31. WINDOW GUARD – New Jersey law requires the Landlord to install window guards whenever they receive written requests from families with children younger than ten (10) years of age living above the first floor.

32. MEGAN'S LAW STATEMENT – Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Prior to execution of the lease, the Tenant may contact the County Prosecutor for such further information as may be disclosable to the Tenant.

33. Tenant and Landlord acknowledge that the Apartment is to be occupied by a Low (Moderate) Income Family as that term is defined in the Code of the Township of Wyckoff.

Landlord agrees that the rental adjustments under this Lease will be subject to the terms and conditions mandated by the Township of Wyckoff for Low (Moderate) Income rental units.

Tenant agrees to furnish to Landlord or to officials of the Township of Wyckoff, or any other governmental or quasi-governmental agency or entity having jurisdiction hereunder satisfactory proof of income to include pay stubs and/or tax returns whenever said verification is requested by either Landlord, the Township of Wyckoff in the implementation of its Housing Element and Fair Share Plan as set forth in the Code of the Township of Wyckoff.

34. The owner's right, title, and interest in this unit and the use, sale, re-sale and rental of this property is subject to the terms, conditions, restrictions, limitations, and provisions as set forth in the Affordable Housing Agreement which has been filed in the Office of the Clerk of Bergen County.

35. The Tenant may terminate this lease within 60 days from the date Tenant notifies Landlord that Tenant has entered into a Contract to purchase a Wyckoff Affordable Housing purchase unit.

Landlord – Fieldstone Manor, LLC
By: Robert A. Milanese, Partner

Tenant - Edward Von Lindern, III

Tenant -

MONITORING PROCEDURE

1. In January/February of each year the monitoring letter will be mailed to existing occupants of affordable housing units.

2. Any new unit which is occupied during the year will receive a monitoring letter within 30 day of closing or rental.

3. For economical reasons, these letters will not be sent certified mail but a copy will be made of the stamped envelope. These letters will be hand delivered to the post office.

4. A current monitoring book will be kept in the Planning Board office.

5. A file will also be maintained of past emergency forms in the Burgemeester Room.

May 27, 2003

FIELD(Field 1)
FIELD(Field 2)
FIELD(Field 3)

Dear FIELD(Field 4):

As you are aware, the affordable housing unit which you have rented is subject to certain restrictions. These terms, restrictions and covenants are listed in your apartment lease. If you have any questions, please review them with your landlord or his/her agent.

As a reminder your responsibilities as an affordable housing apartment unit renter include:

- You cannot sub-lease your affordable housing apartment.
- The apartment shall remain your primary residence.
- The apartment shall not be vacant.
- If you plan to vacate your apartment you must notify this office immediately.

Please fill out the enclosed Emergency Contact Form and mail it back in the enclosed envelope within ten (10) calendar days. It is our policy to ask for an emergency contact(s) for all affordable housing units in Wyckoff.

I hope you enjoy living in the community of Wyckoff and should you require further clarification or assistance with the information in this letter, please feel free to contact me at 891-7000 x27.

Very truly yours,

Susan Schilstra
Affordable Housing Secretary

Attachments:
1. Emergency Contact Form (1 page)

cc: Robert E. Landel, Township Attorney
Cheryl A. Zega, Housing Consultant

mtlaurel/monitor/monitor.letter-rent

Township of Wyckoff
Affordable Housing Unit

EMERGENCY CONTACT FORM
(FOR TOWNSHIP USE ONLY)

Date _____

To: Township of Wyckoff
Memorial Town Hall
Scott Plaza - Room 110
Wyckoff, NJ 07481

From:

Name _____

Unit Address _____

Phone Number:

Day _____

Evening _____

Emergency contact person/address/phone number (not a member of your household):

_____

_____

_____

Other Data:

_____

_____

mtlaurel/monitor/monitor.form-rental

AFFORDABLE HOUSING RE-RENTAL PROCEDURE

1. The renter of an affordable housing unit who would like to vacate their affordable housing rental unit is to contact the their Landlord. The Landlord shall then contact the Housing Consultant and obtain the Maximum Restricted Re-rental Price document for the affordable housing rental unit. They should mail the following items to the Housing Consultant:

   A. Most recent Lease Agreement
   B. A check for $35.00 made payable to the "Township of Wyckoff" for providing this service.

2. Within ten (10) business days of receipt of the above the landlord will receive the Maximum Restricted Re-rental Price. The re-rental price given represents the maximum amount for which the unit can be rented.

3. Once the maximum restricted re-rental price has been established a pool of certified potential purchaser/renter applicants, based on their respective position in the pool of certified households, household composition & percent of median income, according to the household composition and percent of median income of the available rental unit, will be compiled and contacted by either the Housing Consultant or the Affordable Housing Secretary. They will be given the landlord's telephone number and told to call the landlord to arrange a mutual convenient appointment to view the rental unit. The landlord should expect calls approximately ten (10) business days from the date of notification.

4. If a potential renter is interested in renting this affordable housing rental unit, they must call the Housing Consultant. The applicant will have ten (10) business days to sign a lease agreement. At this time the Township Attorney will review the lease and discuss the rental process for the Affordable Housing Rental Unit before the execution of the lease by both parties. In the event the applicant if not interested in the rental unit or does not have the required security deposit, the Affordable Housing Consultant must be contacted immediately.

5. The Affordable Housing Secretary will obtain from the landlord a copy of the signed lease and collect the $300 re-rental fee from the landlord. The landlord shall also pay $50 for a smoke detector certification. The renter shall pay $80 to the Township of Wyckoff when the unit is occupied and will receive a Certificate of Occupancy from the Township. In the rental applicants file, labeled by street and block/lot, the following documents will be kept:

   A. Copy of the signed lease agreement
   B. Certificate of Occupancy

   In-house offices which will also receive this package of information are the Municipal Clerk (original documents), Township Attorney, Affordable Housing Consultant, Tax Assessor, Affordable Housing file and the archives.

6. Once the rental unit has been occupied, the Affordable Housing Secretary will mail a yearly emergency contact form, a list of restrictions that were agreed to at the time of closing and a list of commonly asked questions to the homeowner. The emergency contact form will be returned to the Affordable Housing Secretary.

7. Attached is the affordable housing certificate of occupancy form.

Cheryl A. Zega
Wyckoff Housing Consultant
700-76 Broadway, PMB 382
Westwood, NJ 07675
Phone 201-444-0991 Fax 201-444-1364

REQUEST FOR RENTAL PRICE BY COMMERCIAL LANDLORD

To: Cheryl A. Zega
Wyckoff Housing Consultant
700- 76 Broadway, PMB 382
Westwood. NJ 07675

Check one:

_____ We wish to request the Current Maximum Restricted Rental Price per month for the purpose of increasing tenant rent pursuant to the of Affordable Housing and Township of Wyckoff rules.

_____We wish to request the current Maximum Restricted Rental Price per month for the purpose of renting the unit to a new Affordable Housing Certified Applicant pursuant to the COAH and Township of Wyckoff Rules.

Enclose a check for $35.00 payable to the Township of Wyckoff and mail to the above address.

Name _____

Address _____

_____

Phone: Day _____ Evening _____ Fax _____

Vacating Tenant Name _____

Unit Address _____

# of Bedrooms _____ Development _____ Floor _____

Cheryl A. Zega
Wyckoff Housing Consultant
700-76 Broadway, PMB 382
Westwood, NJ 07675
Phone 201-444-0991 Fax 201-444-1364

MAXIMUM RESTRICTED RENTAL PRICE FOR COMMERCIAL LANDLORD

Enclosed please find the Maximum Restricted Rental Price for a rental unit. The price shall remain valid for sixty (60) calendar days during which time the unit must be offered for rent. If not offered for rent, the re-rent price will be invalid and the landlord will have to request and pay for another calculation of the Maximum Restricted Rental Price. If you wish to proceed with the renting of this unit you must complete and sign the enclosed Request to Rent Form and mail it to Cheryl A. Zega, Wyckoff Housing Consultant, 700- 76 Broadway, PMB 382, Westwood, NJ 07675. Receipt of completed form is considered notification to rent unit.

At this time certified applicants are compiled from the pool of certified households. Each applicant is called and given information on said unit. Applicant will call the landlord to set up a mutually convenient appointment to view the unit. The landlord should expect calls approximately ten days from date of notification. Receipt of Request to Rent Affordable Housing Unit by Commercial Landlord Form.

to this effect shall be inserted onto the Lease. A check should be made payable to the Township of Wyckoff. It should be mailed to Susan Schilstra., Affordable Housing Secretary, Memorial Town Hall. Scott Plaza, Wyckoff, NJ 07481, with copy of the lease.

Cheryl A. Zega
Wyckoff Housing Consultant
700-76 Broadway, PMB 382
Westwood, NJ 07675
Phone 201-444-0991 Fax 201-444-1364

REQUEST TO RENT AFFORDABLE HOUSING UNIT
BY COMMERCIAL LANDLORD

Rent - We are aware that should we re-rent this affordable housing unit, we will pay a fee of $300.00 to the "Township of Wyckoff. The fee, and Lease shall be remitted to Susan Schilstra, Affordable Housing Secretary, Memorial Town Hall, Scott Plaza, Wyckoff, NJ 07481.

The name address and phone number of the landlord:

Name _____

Address _____

_____

Phone: Day _____ Evening _____ Fax _____

Vacating Tenant Name_____

Unit Address _____

# of Bedrooms _____ Development _____ Floor _____

Date Issued
Control #
Permit #

CERTIFICATE

IDENTIFICATION

Block _____ Lot _____

Work Site Location _____

_____

Owner in Fee/Occupant _____

Address _____

_____

Tele. (_____) _____

Contractor _____

Address _____

_____

Tele. (_____) _____ Fax (_____) _____

Lic. No. or Bldrs. Reg. No. _____

Federal Emp. No. _____

Home Warranty No. _____

Type of Warranty Plan: [ ] State [ ] Private

Use Group _____

Maximum Live Load _____

Construction Classification _____

Maximum Occupancy Load _____

Description of Work/Use:

☐ **CERTIFICATE OF OCCUPANCY**

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

☐ **CERTIFICATE OF APPROVAL**

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

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

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

☐ **CERTIFICATE OF CLEARANCE — LEAD ABATEMENT 5:17**

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

[ ] Total removal of lead-based paint hazards in scope of work

[ ] Partial or limited time period (_____ years); see file

☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

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

☐ **CERTIFICATE OF COMPLIANCE**

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

Fee $ _____

Paid [ ] Check No. _____

Collected by: _____

_____

CONSTRUCTION OFFICIAL

U.C.C. F260
(rev. 12/99)

1 WHITE — APPLICANT 2 CANARY — OFFICE 3 PINK — TAX ASSESSOR

Township of Wyckoff
ORIGINAL RENTAL PRICE
Affordable Housing Units

1	Low 1	[redacted] 1002 Fieldstone Terrace	FS 641 SF	05-09-02	$466.
2	Low 2	[redacted] 1004 Fieldstone Terrace	FS 902 SF	05-01-02	$613.
3	Mod 3	[redacted] 1006 Fieldstone Terrace	FS 1105 SF	04-19-02	$976.
2	Mod 2	[redacted] 1008 Fieldstone Terrace	FS 902 SF	12-16-02	$845.
2	Low 1	[redacted] 1010 Fieldstone Terrace	FS 902 SF	07-15-02	$613.
3	Low 1	[redacted] 1012 Fieldstone Terrace	FS 1105 SF	07-22-02	$708.
2	Mod 2	[redacted] 1014 Fieldstone Terrace	FS 902 SF	12-20-02	$845.
1	Mod 1	[redacted] 1202 Fieldstone Terrace	FS 641 SF	05-04-02	$646.
2	Low 1	[redacted] 1204 Fieldstone Terrace	FS 902 SF	05-24-02	$613.
3	Mod 1	[redacted] 1206 Fieldstone Terrace	FS 1105 SF	05-01-02	$976.
2	Mod 3	[redacted] 1208 Fieldstone Terrace	FS 902 SF	09-16-02	$845.
2	Low 2	[redacted] 1210 Fieldstone Terrace	FS 902 SF	07-20-02	$613.
3	MARKET RATE	**1212 Fieldstone Terrace	FS 1105 SF		MARKET RATE
2	Mod 1	[redacted] 1214 Fieldstone Terrace	FS 902 SF	09-01-02	$845.

* Prices are subject to change according to COAH Regional Income Limits & Utility Allowance
** This apartment is a market rate unit.
Revised: 12-23-02
mtlaurel/documents/price.rentals

HOUSING REPORT

RE-RENTALS

Address	Bdrm. #	Income Level	Calculation Rental Value	Renter Name	Original Lease Date	Date in Wyckoff Housing	Re-Calculation Rental Value	Re-rental Lease Date	Re-renter Name
Fieldstone at Wyckoff									

mtlaurel/documents/housingreport.rental

TAX ASSESSMENT

PROCEDURES

1. The Affordable Housing Secretary shall advise the Tax Assessor in writing upon receiving an application for an affordable housing zoned property.

2. All meeting minutes of the Planning Board shall be provided to the Tax Assessor.

3. The Affordable Housing Secretary shall copy the Tax Assessor on correspondence to alert her of the process of development and the anticipated occupancy date(s).

4. When an affordable housing unit closes the Affordable Housing Secretary shall notify the Administrator to report it in the Township Committee Newsletter for the Tax Assessors's awareness as well as police and fire.

5. Whenever the roster of affordable housing units or a resale is amended a copy shall be provided by the Affordable Housing Secretary to the Tax Assessor.

MEMORANDUM

TO: Pamela Perlman, Tax Assessor

FROM: Susan Schilstra, Affordable Housing Secretary

DATE: February 25, 2003

SUBJECT: **"FIELDSTONE AT WYCKOFF"**
Affordable Housing Rental Units

For your information the rental apartment building, located at Fieldstone at Wyckoff, is occupied as of December 20, 2002. Please note that this building, which consists of thirteen (13) affordable housing rental apartments and one (1) market rate apartment, is the only building on site that holds affordable housing apartments.

Susan Schilstra
Planning Board Secretary

cc: Robert J. Shannon, Township Administrator
Rental Procedure Manual

mtlaurel/documents/perlman.rentals

COUNCIL ON AFFORDABLE HOUSING (COAH)

2008 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** *Rents/Sales*	Regional Asset Limit***
Region 1	*Median*	$53,950	$57,804	$61,658	$69,365	$77,072	$80,155	$83,238	$89,404	$95,569	$101,735	3.00%	$149,034
Bergen, Hudson, Passaic and Sussex	*Moderate*	$43,160	$46,243	$49,326	$55,492	$61,658	$64,124	$66,590	$71,523	$76,455	$81,388		
	Low	$26,975	$28,902	$30,829	$34,682	$38,536	$40,077	$41,619	$44,702	$47,785	$50,868		
	Very Low	$16,185	$17,341	$18,497	$20,809	$23,122	$24,046	$24,971	$26,821	$28,671	$30,521		
Region 2	*Median*	$58,640	$62,828	$67,017	$75,394	$83,771	$87,122	$90,473	$97,174	$103,876	$110,578	3.00%	$160,715
Essex, Morris, Union and Warren	*Moderate*	$46,912	$50,263	$53,613	$60,315	$67,017	$69,697	$72,378	$77,739	$83,101	$88,462		
	Low	$29,320	$31,414	$33,508	$37,697	$41,886	$43,561	$45,236	$48,587	$51,938	$55,289		
	Very Low	$17,592	$18,848	$20,105	$22,618	$25,131	$26,137	$27,142	$29,152	$31,163	$33,173		
Region 3	*Median*	$67,690	$72,525	$77,360	$87,030	$96,700	$100,568	$104,436	$112,172	$119,908	$127,644	3.00%	$184,132
Hunterdon, Middlesex and Somerset	*Moderate*	$54,152	$58,020	$61,888	$69,624	$77,360	$80,454	$83,549	$89,738	$95,926	$102,115		
	Low	$33,845	$36,263	$38,680	$43,515	$48,350	$50,284	$52,218	$56,086	$59,954	$63,822		
	Very Low	$20,307	$21,758	$23,208	$26,109	$29,010	$30,170	$31,331	$33,652	$35,972	$38,293		
Region 4	*Median*	$59,196	$63,425	$67,653	$76,109	$84,566	$87,949	$91,331	$98,097	$104,862	$111,627	3.00%	$159,071
Mercer, Monmouth and Ocean	*Moderate*	$47,357	$50,740	$54,122	$60,888	$67,653	$70,359	$73,065	$78,477	$83,889	$89,302		
	Low	$29,598	$31,712	$33,826	$38,055	$42,283	$43,974	$45,666	$49,048	$52,431	$55,814		
	Very Low	$17,759	$19,027	$20,296	$22,833	$25,370	$26,385	$27,399	$29,429	$31,459	$33,488		
Region 5	*Median*	$52,010	$55,725	$59,440	$66,870	$74,300	$77,272	$80,244	$86,188	$92,132	$98,076	3.00%	$137,699
Burlington, Camden and Gloucester	*Moderate*	$41,608	$44,580	$47,552	$53,496	$59,440	$61,818	$64,195	$68,950	$73,706	$78,461		
	Low	$26,005	$27,863	$29,720	$33,435	$37,150	$38,636	$40,122	$43,094	$46,066	$49,038		
	Very Low	$15,603	$16,718	$17,832	$20,061	$22,290	$23,182	$24,073	$25,856	$27,640	$29,423		
Region 6	*Median*	$45,355	$48,595	$51,834	$58,314	$64,793	$67,385	$69,976	$75,160	$80,343	$85,527	3.00%	$121,348
Atlantic, Cape May, Cumberland and Salem	*Moderate*	$36,284	$38,876	$41,468	$46,651	$51,834	$53,908	$55,981	$60,128	$64,275	$68,421		
	Low	$22,678	$24,297	$25,917	$29,157	$32,397	$33,692	$34,988	$37,580	$40,172	$42,763		
	Very Low	$13,607	$14,578	$15,550	$17,494	$19,438	$20,215	$20,993	$22,548	$24,103	$25,658		

*These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.6(b) and N.J.A.C. 5:80-26.12(a).

**This column is used for calculating the pricing for resale and rent increases for units as per N.J.A.C. 5:94-7.2(b)2. Affordable prices and rents may be raised a maximum of 3.0 percent, based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI), United States, All Urban Consumers Housing. However, 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.

(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.)