

Housing Element and Fair Share Plan

Borough of Tenaflly
Bergen County, New Jersey

PREPARED FOR:

Borough of Tenaflly Planning Board

BA: 2890.04

OCTOBER 23, 2018

ADOPTED NOVEMBER 7, 2018



B U R G I S
A S S O C I A T E S , I N C .

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Fair Share Plan

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Bergen County, New Jersey

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October 23, 2018
Adopted November 7, 2018



Community Planning
Land Development and Design
Landscape Architecture

B U R G I S
A S S O C I A T E S , I N C .

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Bergen County, New Jersey

Prepared for Borough of Tenafly Planning Board
BA #2890.04

The original document was appropriately signed and sealed on November 9, 2018 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners

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Introduction

Executive Summary

The following 2018 Housing Element and Fair Share Plan (HE&FSP) of the Master Plan outlines the manner in which the Borough of Tenaflly will address its affordable housing obligation. Ultimately, pursuant to a settlement agreement between the Borough of Tenaflly and the Fair Share Housing Center (FSHC) dated June 12, 2018, the Borough will address the following affordable housing obligations:

**Table 1: Affordable Housing Obligations Pursuant to Settlement Agreement
Borough of Tenaflly, New Jersey**

Rehabilitation Obligation:	4
Prior Round Obligation (1987-1999)	159
Third Round Prospective Need Obligation (1999-2025)	501

As noted above, the Borough has a Prior Round Obligation of one hundred and fifty-nine (159) units. The Borough received a Prior Round judgment of compliance and repose which had established a realistic development potential (RDP) of thirty-eight (38) units. As detailed in the body of this HE&FSP, this Prior Round RDP was subsequently adjusted to sixty-seven (67) units. The Borough proposes to address this Prior Round RDP through the following components. As shown, these components contribute to a total of seventy-six (76) credits. After applying these seventy-six (76) credits and 35 Prior Round Credits, the remaining Prior Round unmet need consists of forty-eight (48) units.

**Table 2: Components to Address Prior Round RDP
Borough of Tenaflly, New Jersey**

Plan Component	Status	Units	Rental Units	Applicable Rental Bonus	Unused Credits	Total Units /Credits
Accessory Apartments	Ongoing	10	0	0	0	10
Arc Group Home	Completed	5	5	^A 5	0	10
Brightview Tenaflly Assisted Living	Completed	9	9	0	0	9
Tenaflly Special Needs Housing (Markay Commons, Kim Site)	Completed	10	10	^A 10	0	20
The Plaza at Tenaflly (JMP Tenaflly, Shopwell)	Completed	17	0	0	0	17
The Crossings at Tenaflly (Grove St.)	Completed	9	5	^A 1	^B 4	10
Total		60	29	16	4	76

^A Rental bonus may account for 25% (16 units) towards the prior round RDP

^B Four (4) bonus credits could not be applied from this development, due to the sixteen (16) unit constraint described in Footnote A

In addition to the above, the Borough has a Third Round Prospective Need RDP of ten (10) units, which was informed through a VLA and the Serpentine Road component, which is discussed in greater detail in the body of the HE&FSP. The Borough proposes to address this Third Round Prospective Need RDP through the following components. As shown, these components contribute to a total of twenty-one (21) credits. These twenty-one (21) credits reduce the total Prospective Round Obligation to four hundred and eighty (480) units.

Table 3: Third Round Prospective Need RDP Components
Borough of Tenaflly, New Jersey

Plan Component	Units
Dean Drive Site	5
Piermont Road Site	7
Highwood Avenue Site	4
Serpentine Site	5
Total	21

Finally, the Borough has a collective unmet need of five hundred and twenty-eight (528) units, which consists of the remaining prior round unmet need of forty-eight (48) units, and the remaining prospective round unmet need of four hundred and eighty (480) units. The Borough proposes to address this unmet need through several overlay zones, which are summarized in the table below. As shown, these overlay zones can produce a total of two hundred and sixty-four (264) units, including fifty-five (55) units of affordable housing.

Table 4: Unmet Need Obligation Components
Borough of Tenaflly, New Jersey

Plan Component	Block /Lots	Acreage (ac)	Density	Total Units	Affordable Units
Harold Street Overlay District	1105/21, 22, 23, 37, 38, 39, 40	1.85	18 du/ac	32	7
Dean Drive Overlay District	906/1	3.64	15 du/ac	54	11
Riveredge Road/Tenaflly Road District	1009/1, 2, 3, 4, 5, 11	0.96	15 du/ac	14	3
South Summit Street/Riveredge Road Overlay District	1010/1	0.28	18 du/ac	5	1
Riveredge Road/W. Railroad Ave Overlay District	1010/3	0.25	18 du/ac	5	1
Block 1305 Overlay District	1305/1, 2, 3, 4, 5	2.13	15 du/ac	32	7
Block 1306 Lot 1.01 Overlay District	1306/1.01	0.56	15 du/ac	8	2
Block 1308 Overlay District	1308/1 through 11	4.99	15 du/ac	75	15
Block 1302 Overlay District	1302/1 and 2	2.61	15 du/ac	39	8
Total				264	55

Historic Overview of the Courts and COAH

The history of affordable housing in New Jersey can be traced back to 1975, when the Supreme Court first decided in *So. Burlington Cty. NAACP v. Borough of Mount Laurel* (known as Mount Laurel I) that every developing municipality throughout the state had an affirmative obligation to provide for its fair share of affordable housing. In a subsequent decision in 1983 (known as Mount Laurel II), the Court acknowledged that the vast majority of municipalities had ignored their constitutional obligation to provide affordable housing. As such, the Court refined this obligation to focus primarily on those municipalities that had portions of their boundaries within the growth area as delineated by the State Development and Redevelopment Plan. The Court also called for the state legislature to enact legislation that would save municipalities from the burden of having the courts determine their affordable housing needs. The result of this decision was the adoption of the Fair Housing Act in 1985 as well as the New Jersey Council on Affordable Housing (COAH), which became the state agency responsible for overseeing the manner in which New Jersey's municipalities address their low and moderate income housing needs.

COAH proceeded to adopt regulations for the First Round obligation, which covered the years 1987 to 1993. It also established the Second Round housing-need numbers that cumulatively covered the years 1987 through 1999. Under both the First and Second Rounds, COAH utilized what is commonly referred to as the "fair share" methodology. COAH utilized a different methodology, known as "growth share," beginning with its efforts to prepare Third Round housing-need numbers. The Third Round substantive and procedural rules were first adopted in 2004. These regulations were challenged and in January 2007, the Appellate Division invalidated various aspects of them and remanded considerable portions of the rules to COAH with the directive to adopt revised rules.

In May 2008, COAH adopted revised Third Round regulations which were published and became effective on June 2, 2008. Coincident to this adoption, COAH proposed amendments to the rules they had just adopted, which subsequently went into effect in October 2008. These 2008 rules and regulations were subsequently challenged, and in an October 2008 decision the Appellate Division invalidated the Growth Share methodology, and also indicated that COAH should adopt regulations pursuant to the Fair Share methodology utilized in Rounds One and Two. The Supreme Court affirmed this decision in September 2013, which invalidated the third iteration of the Third Round regulations and sustained the invalidation of growth share. As a result, the Court directed COAH to adopt new regulations pursuant to the methodology utilized in Rounds One and Two.

Deadlocked with a 3-3 vote, COAH failed to adopt its newly revised Third Round regulations in October 2014. The Fair Share Housing Center, who was a party in both the 2010 and 2013 cases, responded by filing a motion in aid of litigants' rights with the New Jersey Supreme Court. The Court heard the motion in January 2015, and issued its ruling on March 20, 2015. The Court ruled that COAH was effectively dysfunctional, and consequently returned jurisdiction of affordable

housing issues back to the trial courts where it had originally been prior to the creation of COAH in 1985.

Ultimately, this Court decision created a process in which municipalities must file a declaratory judgment seeking to declare their HE&FSP constitutionally compliant and receive temporary immunity from affordable housing builders' remedy lawsuits while preparing a new or revised HE&FSP to ensure their plan continues to affirmatively address their local housing need as may be adjusted by new housing-need numbers promulgated by the Court or COAH.

The Borough's Historic Responses to Its Affordable Housing Obligation

The Borough of Tenaflly has prepared a number of Housing Elements and Fair Share Plans over the years to address its affordable housing obligations. As noted above, COAH had originally adopted a 'fair share' methodology to determine housing-need numbers for all municipalities in the state in 1987 and again in 1994. The adopted, combined first and second round housing need numbers for Tenaflly covering the years 1987-1999 initially indicated that the Borough had a 181 unit affordable housing obligation. This number was subsequently modified a number of times by COAH, and was ultimately reduced to 126 through a judgment of repose which acknowledged thirty-five (35) existing units of subsidized senior housing units (Tenaflly Senior Housing).

In December 2004, COAH adopted new substantive (N.J.A.C. 5:94) and procedural (N.J.A.C. 5:95) rules for the period beginning on December 20, 2004. At the same time, COAH re-adjusted all municipal first and second round housing-need construction numbers and rehabilitation numbers. Tenaflly's previously published 181 unit new-construction was reduced to 84 units, while the Borough's rehabilitation component was 62 units. However, as noted above, the obligation number from the Judgment of Repose continued to be applicable irrespective of the COAH-adjusted calculation.

The Borough adopted its last HE&FSP on October 14, 2015. This revised HE&FSP represents an update to that prior HE&FSP, based upon the aforementioned settlement agreement between the Borough and FSHC dated June 12, 2018.

The Rehabilitation, Prior Round, and Prospective Housing Obligation and the Borough's Response

The state of the prospective round affordable housing obligations for municipalities throughout New Jersey is presently a fluid one, given the fact that the Courts, COAH, and/or the legislature have yet to develop a definite set of housing-need numbers which have been universally accepted.

Initially, two (2) sets of numbers were promulgated and widely discussed. These include numbers prepared by Econsult Solutions on behalf of a consortium of municipalities, and numbers prepared by David Kinsey on behalf of the Fair Share Housing Center (FSHC).

A third set of numbers was prepared by Special Master Richard Reading pursuant to the Ninth Revised Case Management Order regarding the declaratory judgment actions filed by municipalities in the Ocean County affordable housing matter. Most recently, Judge Mary C. Jacobson issued a decision in the Matter of Princeton and West Windsor Township (herein referred to as the Mercer County Trial). Ultimately, the Court found a statewide aggregate affordable housing need of 154,581 affordable housing units, thus promulgating a fourth set of numbers. These numbers are summarized below:

Table 5: Approximate Number of Statewide Additional Affordable Housing Units Required

	Approximate # of Additional Affordable Housing Units Required
Econsult	91,225
FSHC	309,691
Reading	120,415
Mercer County Trial	154,581

Similarly, the numbers calculated by these experts for Tenaflly are markedly divergent, as noted below. It is recognized that these figures may be adjusted in the future. As evidenced by the accompanying table, the Econsult numbers, while high, are the most reflective of the Borough's fully developed character.

**Table 6: Affordable Housing Obligations
Borough of Tenaflly, New Jersey**

	Econsult	²FSHC	Reading	Mercer County
1. Rehabilitation Obligation ¹ (2015-2025):	24	4	24	24
2. Prior Round Obligation (1987-1999):	159	159	159	159
3. Third Round Prospective Need Obligation (1999-2025)	331	715	412	467

¹ Rehabilitation refers to a substandard housing unit which is defined as a unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, a roof, plumbing, heating, electricity, sanitary plumbing, and/or a load bearing structural system.

² Based on FSHC May 2016 Report

Pursuant to the settlement agreement that was signed between the Borough and FSHC, Tenaflly will address the following affordable housing obligations. As noted by that settlement agreement, the 501-unit Third Round Prospective Need Obligation is reflective of a thirty percent (30%) reduction of the 715-unit obligation identified above.

**Table 7: Affordable Housing Obligations Pursuant to Settlement Agreement
Borough of Tenaflly, New Jersey**

Rehabilitation Obligation:	4
Prior Round Obligation (1987-1999)	159
Third Round Prospective Need Obligation (1999-2025)	501

In regard to the these obligations, the settlement agreement notes the following:

FHSC and the Borough agree that Tenaflly does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, PP, FAICP. The parties agree to the terms in this agreement solely for the purposes of settlement of this action...The Borough contends that its Third Round obligation is less than 501 units. The parties' acceptance of the Third Round obligation of 501 is solely for the purposes of achieving a settlement of the litigation and is without prejudice to the parties' ability to challenge that Third Round number during any proceedings involving subsequent rounds on affordable housing calculations after July 1, 2025.

This plan is organized into three sections. The first component, the Housing Element, contains background data on the Borough's physical, demographic, and housing characteristics. The second section describes the Borough's obligation for the provision of affordable housing. The Borough's plan for meeting its affordable housing obligation is contained in the final section, Fair Share Plan. In addition, the vacant land adjustment (VLA) conducted for the Borough and the resultant realistic development potential (RDP) calculations are also detailed herein.

Section 1: Housing Element

Section 1.1: Community Overview

The Borough of Tenaflly is located along the eastern border of Bergen County, immediately adjacent to the Hudson River. It is bounded by the Boroughs of Alpine and Cresskill to the north, the Borough of Bergenfield to the west, and the City of Englewood and the Borough of Englewood Cliffs to the south.

Tenaflly has a land area of approximately 4.5 square miles, making it the 15th largest municipality in Bergen County. As demonstrated by the following table, Tenaflly is essentially a fully developed community with very little vacant land remaining for development. The majority of the Borough is primarily characterized by residential development, as one- and two-family dwellings account for nearly fifty-one (51%) of the Borough's total land use area. Conversely, commercial uses account for approximately only four (4%) percent of the Borough's total land area. These uses are largely concentrated in the Borough's central business district, which is characterized by small retail and service establishments which cater to the needs of the local populace. There are also over six hundred and fifty (650) acres in the Borough dedicated to open space purposes, which is largely divided between the Tenaflly Nature Center (which comprises nearly four hundred (400) acres of woodlands) and the Palisades Interstate Parkway.

Table 8: Existing Land Use
Borough of Tenaflly, New Jersey

Land Use		Acres	% Acres	Parcels	% Parcels
Residential	1 and 2 Family	1,476.8	50.6%	4163	91.3%
	Multifamily	41.0	1.4%	20	0.4%
	Total	1,517.8	52.1%	4183	91.8%
Commercial	Automotive Services	13.0	0.4%	24	0.5%
	Business and Light Manu.	19.4	0.7%	52	1.1%
	Food Establishment	3.0	0.1%	10	0.2%
	Golf Course	40.1	1.4%	2	0.0%
	Hotel	3.6	0.1%	1	0.0%
	Mixed Use	14.0	0.5%	58	1.3%
	Professional/Medical Office	8.2	0.3%	19	0.4%
	Private Parking Lot	2.0	0.1%	7	0.2%
	Retail/Service	15.8	0.5%	25	0.5%
	Total	119.1	4.1%	198	4.3%
Public/Semi-Public	Municipal Property	5.3	0.2%	7	0.2%
	Open Space	651.0	22.3%	58	1.3%
	Public Parking Lot	0.5	0.0%	1	0.0%
	Public School	69.7	2.4%	8	0.2%
	Semi-Public	92.5	3.2%	29	0.6%
	Total	819.1	28.1%	103	2.3%
Other	Vacant	15.3	0.5%	74	1.6%
	Right-of-Way	429.3	14.7%	--	--
	Water	15.3	0.5%	--	--
Totals		2,915.8	100.0%	4558	100.0%

(Source: 2013 Land Use Element of the Master Plan)



Dumont Borough

Cresskill Borough

Bergenfield Borough

Englewood

Englewood Cliffs Borough

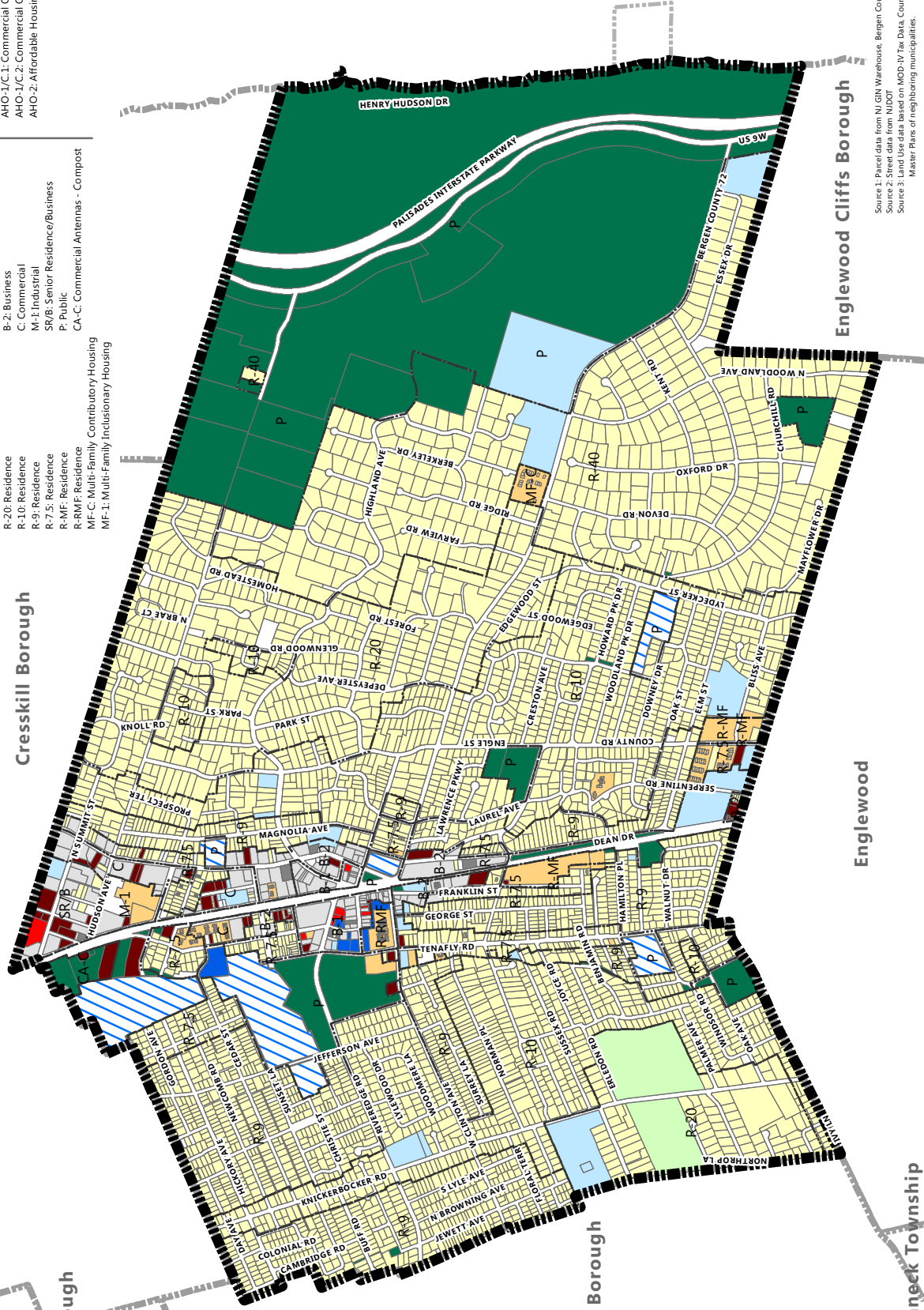
Teaneck Township

Overlay Districts:

- AHO-1/R: Affordable Housing Overlay, No. 1
- AHO-1/C.1: Commercial Overlay, No. 1
- AHO-1/C.2: Commercial Overlay, No. 2
- AHO-2: Affordable Housing Overlay, No. 2

Zone Districts:

- R-40: Residence
- R-20: Residence
- R-10: Residence
- R-9: Residence
- R-7.5: Residence
- R-WF: Residence
- R-MF: Residence
- MF-C: Multi-Family
- MF-1: Multi-Family Inclusionary Housing
- B-1: Business
- B-2: Business
- C: Commercial
- M-1: Industrial
- SR/B: Senior Residence/Business
- P: Public
- CA-C: Commercial Antennas - Compost
- Contributory Housing
- Inclusionary Housing



Source 1: Parcel data from NJ GN Warehouse, Bergen County
Source 2: Street data from NJDOT
Source 3: Land Use data based on MOD-IV Tax Data, County Tax Records, Master Plans of neighboring municipalities.

Map Title

Existing Land Use (2013 Land Use Element)

ba BURGIS ASSOCIATES, INC.
COMMUNITY PLANNING | LAND DEVELOPMENT AND DESIGN | LANDSCAPE ARCHITECTURE
p: 201.666.1811
25 Westwood Avenue
Westwood, New Jersey 07675
f: 201.666.2599

Project Title
2015 Housing Plan
BOROUGH OF TENAFLY | BERGEN COUNTY, NEW JERSEY

Drawn

DN

Legend

Existing Land Uses

- Vacant
- Vacant Commercial
- Residential: 1 & 2 Family
- Residential: Multifamily
- Retail
- Business and Light Manu.
- Municipal Property
- Public School
- Semi-Public
- Golf Course
- Open Space
- See BID LU Map

Date

09.18.15

Project No.

2890.04

Scale:

1" = 2,000'

Draw No.

elu

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Section 1.2: Inventory of Municipal Housing Stock

The following section of the Housing Element provides an inventory of the Borough's housing stock, as required by the Municipal Land Use Law (MLUL). This inventory details a number of housing characteristics such as age, condition, purchase/rental value, and occupancy. It also details the number of affordable housing units available to low-and-moderate income households, as well as the number of substandard housing units capable of being rehabilitated.

1. **Number of Dwelling Units.** The Borough's housing stock experienced its greatest level of recent growth between 1960 and 1970. This rate of growth effectively curtailed in the 1990s due to the limited number of development sites as well as broader economic constraints. In 2016, the Borough contained an estimated 4,953 dwelling units, which represents a slight decrease of 0.54% since 2010.

Table 9: Dwelling Units (1960-2016)
Borough of Tenaflly, New Jersey

Year	Total Dwelling Units	Numerical Change	Percentage Change
1960	4,284	-	-
1970	4,619	335	7.8%
1980	4,753	134	2.9%
1990	4,898	145	3.1%
2000	4,897	-1	0.0%
2010	4,980	83	1.7%
2016	4,953	-27	-0.5%

Source: U.S. Census; 2016 American Community Survey 5-Year Survey

2. **Tenure and Occupancy.** The following table provides additional details regarding the tenure and occupancy of the Borough's housing stock. As shown below, approximately 74.48% of the Borough's housing stock is owner-occupied, which represents a slight decrease from 2010. Similar, the percentage of rental-occupied units also decreased slightly between 2010 and 2016, from 20.44% to 19.91%. Vacancy rates have remained relatively stable over the past twenty (20) years, varying between 3.6% in 1990 to 5.61% in 2016.

Table 10: Housing Units by Tenure and Occupancy Status (1990-2010)
Borough of Tenaflly, Jersey

Category	1990		2000		2010		2016	
	Units	Percent	Units	Percent	Units	Percent	Units	Percent
Owner-Occupied Units	3,800	77.6%	3,847	78.6%	3,748	75.26%	3,689	74.5%
Renter-Occupied Units	924	18.9%	927	18.9%	1,018	20.44%	986	19.9%
Vacant Units	174	3.6%	123	2.5%	214	4.30%	278	5.6%
Total Units	4,898	100.0%	4,897	100.0%	4,980	100.0%	4,953	100.00%

Source: U.S. Census; 2016 American Community Survey 5-Year Survey

3. **Housing Characteristics.** The following tables provide additional information on the Borough's housing stock, including the number of units in structures and the number of bedrooms in units. As shown, the Borough's housing stock is predominantly characterized by single-family detached units, which accounted for an estimated 73.3% of all housing units in 2016. This represents a decrease from both 1990, 2000, and 2010, which also reflects the creation of additional multi-family units in varied housing types since 2000.

In regard to the number of bedrooms, approximately 39.1% of all units consisted of three-bedroom units, followed by four-bedroom units which comprised 25.5%. Over the course of the past twenty-six (26) years, the percentage of four-bedroom units has increased steadily. By 2016, four-bedroom units were estimated to comprise 29.1% of all units, while three-bedroom units comprised 29.7%.

Table 11: Units in Structures (1990-2016)
Borough of Tenaflly, New Jersey

Units in Structure	1990		2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
1-unit, detached	3,856	80.9%	3,966	81.0%	3,766	77.5%	3,629	73.3%
1-unit, attached	103	2.2%	140	2.9%	152	3.1%	247	5.0%
2 units	363	7.6%	332	6.8%	452	9.3%	233	4.7%
3 or 4 units	81	1.7%	88	1.8%	146	3.0%	142	2.9%
5 to 9 units	64	1.3%	98	2.0%	109	2.2%	132	2.7%
10 to 19 units	171	3.6%	110	2.2%	144	3.0%	364	7.3%
20 or more units	128	2.7%	146	3.0%	89	1.8%	206	4.2%
Mobile home	0	0.0%	17	0.3%	0	0.0%	0	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total	4,766	100.0%	4,897	100.0%	4,858	100.0%	4,953	100.0%

Source: U.S. Census; 2010 and 2016 American Community Survey 5-Year Survey

Table 12: Number of Bedrooms in Housing Units (1990-2012)
Borough of Tenaflly, New Jersey

Bedrooms	1990		2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Zero	17	0.3%	31	0.6%	0	0.0%	19	0.4%
One	540	11.0%	477	9.7%	311	6.4%	492	9.9%
Two	603	12.3%	579	11.8%	691	14.2%	696	14.1%
Three	1,916	39.1%	1,888	38.6%	1,598	32.9%	1,469	29.7%
Four	1,247	25.5%	1,224	25.0%	1,579	32.5%	1,442	29.1%
Five or More	575	11.7%	698	14.3%	679	14.0%	835	16.9%
Total	4,898	100.0%	4,897	100.0%	4,858	100.00%	4,953	100.0%

Source: U.S. Census; 2010 and 2016 American Community Survey 5-Year Survey

4. **Housing Age.** The following table details the ages of the Borough's housing stock. As shown, approximately 72.7% were constructed prior to 1970, while nearly one-quarter of its housing stock was constructed prior to 1939. When considered with Table 9, the following information suggests that new construction is not necessarily producing an increase in housing units. Rather, this is indicative of the significant teardown/rebuild process that has occurred over the past twenty (20) years in both Tenaflly and in similar communities with limited vacant land and expensive land costs.

Table 13: Year Structure Built
Borough of Tenaflly, New Jersey

Year Units Built	# of Units	Percent
2010 or later	65	1.3%
2000 to 2009	508	10.2%
1990 to 1999	228	4.6%
1980 to 1989	204	4.1%
1970 to 1979	330	6.6%
1960 to 1969	584	11.7%
1950 to 1959	1,089	21.9%
1940 to 1949	775	15.6%
1939 or earlier	1,170	23.5%
Total	4,980	100.0%

Source: 2016 American Community Survey 5-Year Survey

5. **Housing Conditions.** An inventory of the Borough's housing conditions is presented in the following tables. The first identifies the extent of over-crowding in the Borough, which is defined as housing units with more than one (1) occupant per room. As shown, the number of occupied housing units considered to be overcrowded has historically been negligible, and has decreased since 2000.

Table 14: Occupants Per Room (1990-2012)
Borough of Tenaflly, New Jersey

Occupants Per Room	Number	1990 Percent	Number	2000 Percent	Number	2010 Percent	Number	2016 Percent
1.00 or less	4,716	98.0%	4,588	96.1%	4,545	97.8%	4,635	99.1%
1.01 to 1.50	62	1.3%	117	2.5%	100	2.2%	40	0.9%
1.51 or more	35	0.7%	69	1.4%	0	0.0%	0	0.0%
Total	4,813	100.0%	4,774	100.0%	4,645	100.0%	4,675	100.0%

Source: U.S. Census; 2010 and 2016 American Community Survey 5-Year Survey

The following table presents additional details regarding housing conditions, including the presence of complete plumbing and kitchen facilities as well as the type of heating equipment used. As shown, nearly all units have complete kitchen and plumbing facilities as well as standard heating equipment. This demonstrates that a very insignificant number of the Borough's dwelling units are substandard, which is another indication that existing units are continually being substantially renovated or completely rebuilt.

Table 15: Equipment and Plumbing Facilities (1990-2016)
Borough of Tenaflly, New Jersey

Facilities	1990		2000		2012		2016	
	Units	Percent	Units	Percent	Units	Percent	Units	Percent
Kitchen:								
With Complete Facilities	4,870	99.4%	4,747	99.4%	4,815	99.7%	4,828	99.4%
Lacking Complete Facilities	28	0.6%	27	0.6%	14	0.3%	30	0.6%
Plumbing:								
With Complete Facilities	4,869	99.4%	4,774	100.0%	4,829	100.0%	4,840	99.6%
Lacking Complete Facilities	29	0.6%	0	0.0%	0	0.0%	18	0.4%
Heating Equipment:								
Standard Heating Facilities	4,704	99.6%	4,764	99.8%	4,816	99.7%	4,610	99.2%
Other Means, No Fuel Used	20	0.4%	10	0.2%	13	0.3%	35	0.8%

Source: U.S. Census; 2010 and 2016 American Community Survey 5-Year Survey

6. **Purchase and Rental Values.** As shown on the following tables, the Borough has historically experienced rental values higher than the County median. However, the County's median rent has been increasing at a faster pace than the Borough's. Between 1990 and 2016, the Borough's median rent increased approximately 66.38%, whereas the County's median gross rent has increased approximately 120.09%. Between 2010 and 2016, the Borough's median rent actually decreased an estimated \$283.

Table 16: Gross Rent of Specified Renter-Occupied Housing Units (1990-2016)
Borough of Tenaflly, New Jersey

Rent	1990		2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Less than \$200	40	4.30%	13	1.40%	0	0.0%	0	0.0%
\$200 to \$299	10	1.10%	21	2.30%	13	1.1%	65	6.6%
\$300 to \$499	8	0.90%	18	1.90%	0	0.0%	37	3.8%
\$500 to \$749	177	19.20%	122	13.20%	0	0.0%	0	0.0%
\$750 to \$999	254	27.50%	125	13.50%	0	0.0%	44	4.5%
\$1,000 to \$1,499	410	44.40%	248	26.80%	293	24.4%	286	29.0%
\$1,500 or More	--	--	304	32.80%	836	69.6%	506	51.3%
No Cash Rent	25	2.70%	75	8.10%	59	4.9%	48	4.9%
Total	924	100.00%	926	100.00%	1,201	100.0%	986	100.0%
Median Gross Rent	\$961		\$1,186		\$1,882		\$1,599	
Bergen County Median Gross Rent	\$627		\$872		\$1,236		\$1,380	

Source: U.S. Census; 2010 and 2016 American Community Survey 5-Year Survey

Conversely, the median value for the Borough's owner-occupied housing units has increased at a greater rate (112.57%) than the County's median value (94.72%) between 1990 and 2016. The Borough has historically had higher median values than the County as a whole. By 2016, the Borough's median value for owner-occupied units was approximately 51.48% greater than the County's median value.

Table 17: Value of Specified Owner-Occupied Housing Units (1990-2016)
Borough of Tenaflly, New Jersey

Value Range	1990		2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Less than \$50,000	27	0.8%	26	0.7%	12	0.3%	26	0.7%
\$50,000 to \$99,999	32	1.0%	9	0.3%	15	0.4%	0	0.0%
\$100,000 to \$149,999	68	2.0%	17	0.5%	15	0.4%	7	0.2%
\$150,000 to \$199,999	238	7.1%	145	4.1%	0	0.0%	15	0.4%
\$200,000 to \$299,999	951	28.5%	769	21.7%	83	2.4%	62	1.7%
\$300,000 to \$499,999	1,077	32.3%	1,352	38.2%	536	15.6%	706	19.1%
\$500,000 to \$999,999	940	28.2%	938	26.5%	1,978	57.4%	1,832	49.7%
\$1,000,000 or More		0.0%	283	8.0%	805	23.4%	1,041	28.2%
Total	3,333	100.0%	3,539	100.0%	3,444	100.0%	3,689	100.0%
Median Value	\$353,200		\$403,600		\$742,500		\$750,800	
Bergen County Median Value	\$227,700		\$250,300		\$482,300		\$443,400	

Source: U.S. Census 1990, 2000, American Community Survey 2006-2010

- Number of Units Affordable to Low- and Moderate-Income Households.** Tenaflly is placed in COAH Region 1, which is comprised of Bergen, Passaic, Hudson, and Sussex counties. Based on the most current COAH regional income limits, the median household income for a three-person household is \$75,980. A three-person moderate-income household, which is defined as a household earning no more than eighty percent (80%) of the median income of the region, would have an income not exceeding \$60,784.

An affordable sales price for a three-person moderate-income household earning 80 percent of the median income is estimated at approximately \$150,000. This estimate is based upon the UHAC affordability controls outlined in N.J.A.C. 5:80-26.3. In 2012, the percentage of housing units in the Borough valued at less than \$150,000 was .4%.

For renter-occupied housing, an affordable monthly rent for a three-person household is estimated at approximately \$1,890. According to the most recent US Census data, approximately 20 percent of the Borough's rental units had a gross rent less than \$1,500.

- Substandard Housing Capable of Being Rehabilitated.** The number of units in a community that are in need of rehabilitation and are not likely to experience "spontaneous rehabilitation" has been provided, as detailed in other sections of this report. For Tenaflly, this figure is forty-one (41) units. This item is further explained in the Fair Share Plan section of this document.

Section 1.3: Population Analysis

The MLUL requires that a Housing Element provide data on the municipality's population, including population size, age and income characteristics.

1. **Population Size.** The Borough's largest period of growth occurred between 1930 and 1960, wherein its population increased approximately 151.61%. Since that time, the Borough's population has remained relatively stable, ranging from a high of 14,827 people in 1970 to a low of 13,326 in 1990. The 2016 ACS estimates that the Borough has a population of 14,821, which represents an increase of 2.3% since 2010.

Table 18: Population Growth
Tenaflly, New Jersey

Year	Population	Population Change	Percent Change
1930	5,669	-	-
1940	7,413	1,744	30.8%
1950	9,651	2,238	30.2%
1960	14,264	4,613	47.8%
1970	14,827	563	3.9%
1980	13,552	-1,275	-8.6%
1990	13,326	-226	-1.7%
2000	13,806	480	3.6%
2010	14,488	682	4.9%
2016*	14,821	833	2.3%

Source: U.S. Census; 2016 American Community Survey 5-Year Estimate

2. **Age Characteristics.** The Borough's population is growing slightly older, which is consistent with suburban national trends. Tenaflly's median age has increased from 40.9 in 2000 to 43.2 in 2016.

Table 19: Age Characteristics (1990-2016)
Borough of Tenaflly, New Jersey

Age	1990		2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under 5 years	681	5.1%	904	6.5%	728	5.0%	751	5.1%
5 to 19 years	2,829	21.2%	3,275	23.7%	4,086	28.2%	4,321	29.2%
20 to 24 years	617	4.6%	371	2.7%	424	2.9%	593	4.0%
25 to 34 years	1,241	9.3%	1,000	7.2%	711	4.9%	518	3.5%
35 to 44 years	2,262	17.0%	2,513	18.2%	2,209	15.2%	1,959	13.2%
45 to 54 years	1,869	14.0%	2,232	16.2%	2,743	18.9%	2,988	20.2%
55 to 64 years	1,574	11.8%	1,419	10.3%	1,634	11.3%	1,558	10.5%
65 to 74 years	1,216	9.1%	1,064	7.7%	959	6.6%	1,046	7.1%
75 to 84 years	1,033	7.8%	734	5.3%	678	4.7%	691	4.7%
85 years and over		0.0%	294	2.1%	316	2.2%	396	2.7%
Total		13,322		13,806		14,488	14,821	100.0%
Median Age		40.9		40.9		41.8		43.2

Source: U.S. Census; 2016 American Community Survey 5-Year Estimate

3. **Average Household Size.** From 1980 to 2000, the average household size for the Borough remained relatively stable at approximately 2.8 people per household. In 2010, it increased to 3.07 people per household. The 2016 ACS estimates that the Borough's average household size is 3.17 people per household.

Table 20: Average Household Size (1980-2016)
Tenaflly, New Jersey

Year	Total Population	Number of Households	Average Household Size
1980	13,552	4,677	2.87
1990	13,326	4,724	2.79
2000	13,806	4,774	2.86
2010	14,488	4,766	3.07
2016	14,821	4,675	3.17

Source: U.S. Census; 2016 American Community Survey 5-Year Estimate

4. **Household Income.** Detailed household income figures are shown in the following table. As shown, the Borough's median household income has increased steadily since 1989, and is presently estimated to be \$144,353. Nearly one-half (47.5%) of all households earn at least \$150,000 or more. The Borough's median household income has historically be higher than the County's median household income.

Table 21: Household Income Distribution (1989-2016)
Tenaflly, New Jersey

Income Category	1989		1999		2012		2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Less than \$10,000	235	4.9%	198	4.1%	224	4.6%	199	4.3%
\$10,000 to \$14,999	182	3.8%	116	2.4%	92	1.9%	111	2.4%
\$15,000 to \$24,999	255	5.3%	244	5.1%	121	2.5%	101	2.2%
\$25,000 to \$34,999	352	7.4%	258	5.4%	136	2.8%	144	3.1%
\$35,000 to \$49,999	585	12.3%	392	8.2%	306	6.3%	351	7.5%
\$50,000 to \$74,999	990	20.8%	722	15.1%	725	15.0%	170	3.6%
\$75,000 to \$99,999	589	12.4%	599	12.5%	311	6.4%	451	9.6%
\$100,000 to \$149,999	744	15.6%	815	17.0%	867	18.0%	930	19.9%
\$150,000 to \$199,999	836	17.5%	375	7.8%	446	9.2%	559	12.0%
\$200,000 or more		0.0%	1,062	22.2%	1,601	33.2%	1,659	35.5%
Total	4,768	100.0%	4,781	100.0%	4,829	100.0%	4,675	100.0%
Median Household Income		\$68,742		\$90,931		\$119,399		\$144,353
Bergen County Median		\$63,934		\$65,241		\$84,255		\$88,487

Source: U.S. Census; 2016 American Community Survey 5-Year Estimate

5. **Housing cost-burden.** Households that pay more than 30% of their income for housing are considered cost burdened, and may have difficulty affording basic necessities such as food, clothing, transportation, and medical care. Despite the relative affluence of Tenaflly, the 2016 ACS reveals that approximately 34.3% of owner-occupied and 50.2% of renter-occupied housing units have housing costs greater than 30% of their incomes.

Table 22: Housing Cost as Percentage of Income (2016)
Borough of Tenaflly, New Jersey

Percentage of Income	Owner-occupied		Renter	
	Number	Percent	Number	Percent
Less than 20 percent	1,618	43.9%	312	31.6%
20 to 29 percent	805	21.8%	179	18.2%
30 percent or more	1266	34.3%	495	50.2%
Occupied Units	3,689	100.0%	986	100.0%

Source: U.S. Census; 2016 American Community Survey 5-Year Estimate

Section 1.4: Employment Analysis

The MLUL requires that the housing plan include data on employment levels in the community. As such, the following tables present information on the Borough's employment characteristics.

1. **Employment Status.** The table below provides information on the employment status of Borough residents age 16 and over. Historically, more than 60 percent of the Borough's population over the age of 16 has made up the civilian labor force. Of those in the civilian labor force in 2016, an estimated 3.3% were unemployed, which represents a slight decrease from 3.7% in 2010. The percentage of those not in the labor force has been relatively consistent, fluctuating between a low of 34.2% in 2010 to a high of 38.7% in 2016.

Table 23: Employment Status- Population 16 & Over (1990-2016)
Borough of Tenaflly, New Jersey

Employment Status	1990		2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
In labor force	6,471	61.6%	6,559	62.4%	6,861	65.8%	6,500	61.3%
Civilian labor force	6,471	61.6%	6,559	62.4%	6,861	65.8%	6,500	61.3%
Employed	6,297	59.9%	6,321	60.2%	6,465	62.0%	6,146	57.9%
Unemployed	174	1.7%	238	2.3%	396	3.8%	354	3.3%
Armed Forces	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Not in labor force	4,034	38.4%	3,835	36.5%	3,564	34.2%	4,106	38.7%
Total Population 16 and Over		10,505		10,394		*10,425		10,606

Source: U.S. Census; 2010 and 2016 American Community Survey 5-Year Estimate

2. **Employment Characteristics of Employed Residents.** The following two tables detail information on the employment characteristics of employed Tenaflly residents. Table 24 details occupation characteristics, while Table 25 details industry characteristics.

As shown by Table 24, the Borough's residents have been increasingly more employed in management, professional, and related occupations. In 1990, approximately 56.4% of the Borough's population was employed in this industry; by 2016, this share of the population increased to 69.1%. While sales and office occupations comprise the second largest occupational category, it has historically been decreasing since 1990.

Table 24: Employed Residents Age 16 and Over, By Occupation (1990-2012)
Borough of Tenafly, New Jersey

Occupation	1990		2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Management, Professional and related occupations	3,551	56.4%	3,690	58.4%	3,884	60.1%	4,244	69.1%
Service Occupation	322	5.1%	487	7.7%	428	6.6%	512	8.3%
Sales and Office Occupations	1,850	29.4%	1,650	26.1%	1,609	24.9%	972	15.8%
Farming, fishing and forestry occupations	47	0.7%	8	0.1%	26	0.4%	46	0.7%
Construction, extraction and maintenance	326	5.2%	172	2.7%	156	2.4%	47	0.8%
Production, transportation and material moving occupations	201	3.2%	314	5.0%	362	5.6%	325	5.3%
Total	6,297	100.0%	6,321	100.0%	6,465	100.0%	6,146	100.0%

Source: U.S. Census; 2010 and 2016 American Community Survey 5-Year Estimate

Table 25 provides additional employment information by industry. As shown, the educational, health, and social services industry has historically been the largest industry for the Borough's residents, and has typically accounted for approximately one-quarter of Tenafly's population. The professional, scientific, management, administrative and waste management service industry has historically been the second largest industry since 2000.

Table 25: Employed Residents Age 16 and Over, By Industry (1990-2016)
Borough of Tenafly, New Jersey

Industry	1990		2000		2010		2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, forestry, fishing, hunting and mining	56	0.9%	0	0.0%	34	0.5%	47	0.8%
Construction	295	4.7%	142	2.2%	134	2.1%	222	3.6%
Manufacturing	840	13.3%	503	8.0%	636	9.8%	625	10.2%
Wholesale trade	405	6.4%	467	7.4%	481	7.4%	391	6.4%
Retail trade	559	8.9%	570	9.0%	516	8.0%	311	5.1%
Transportation and warehousing, and utilities	397	6.3%	194	3.1%	161	2.5%	97	1.6%
Information	0	0.0%	302	4.8%	380	5.9%	263	4.3%
Finance, insurance, real estate and rental and leasing	736	11.7%	708	11.2%	849	13.1%	779	12.7%
Professional, scientific, management, administrative and waste management services	634	10.1%	1,049	16.6%	939	14.5%	880	14.3%
Educational, health and social services	1,646	26.1%	1,645	26.0%	1,526	23.6%	1,738	28.3%
Arts, entertainment, recreation, accommodation and food services	134	2.1%	238	3.8%	295	4.6%	344	5.6%
Other services	464	7.4%	352	5.6%	444	6.9%	353	5.7%
Public administration	131	2.1%	151	2.4%	70	1.1%	96	1.6%
Total	6,297	100.0%	6,321	100.0%	6,465	100.0%	6,146	100.0%

Source: U.S. Census 1990, 2000, American Community Survey 2006-2012

Section 1.5: Housing and Employment Projections

The following section identifies the extent to which recent development has occurred in the community, which will assist in the determination of future residential and employment projections.

1. **Probable Future Employment and Regional or Community Factors Impacting Upon Future Municipal Employment.** Employment in the Borough has fluctuated over the past decade between a low of 3,644 jobs in 2006 and a high of 4,728 jobs in 2016. Assuming the current economic climate continues and recognizing the limited availability of vacant land for new non-residential developments, only minor changes in employment characteristics are anticipated. Based upon the fully developed character of the community's non-residentially zoned areas which leaves few sites available for development, few additional jobs are anticipated to be created locally.

Table 26: Covered Employment Trends 2004-2014
Borough of Tenaflly, New Jersey

Year	Number of Jobs	Change in Number of Jobs	Percent Change
2004	4,189		
2005	3,869	-320	-7.6%
2006	3,644	-225	-5.8%
2007	3,673	29	0.8%
2008	3,773	100	2.7%
2009	4,223	450	11.9%
2010	4,184	-39	-0.9%
2011	4,159	-25	-0.6%
2012	4,283	124	3.0%
2013	4,404	121	2.8%
2014	4,516	112	2.5%
2015	4,618	102	2.3%
2016	4,728	110	2.4%

Sources: Department of Labor and Workforce Development

2. **Projection of the Municipality's Housing Stock.** Since 2000, the Borough has issued five hundred and thirteen (513) Certificates of Occupancy (CO's) and four hundred and ten (410) demolition permits. With limited acreage remaining in the municipality which may be developed for residential use, it is anticipated that the Borough's residential growth shall remain modest, as reflected in the recent annual data shown below.

Table 27: Trend in Residential Development
Analysis of Certificates of Occupancy and Demolition Permits, 2000-2014
Borough of Tenaflly, New Jersey

Year	COs Issued	Demo Permits Issued	Difference
2000	20	24	-4
2001	22	20	2
2002	30	26	4
2003	33	18	15
2004	35	20	15
2005	33	36	-3
2006	41	26	15
2007	43	26	17
2008	43	14	29
2009	41	19	22
2010	19	20	-1
2011	35	27	8
2012	24	18	6
2013	23	26	-3
2014	19	35	-16
2015	26	36	-10
2016	26	12	14
17 YR Total	513	403	110
17 YR Avg.	30	24	
Yearly Average			6

Source: New Jersey Department of Community Affairs

3. **Probable Future Construction of Housing Affordable to Low and Moderate Income Households (2015-2025).** Please see the following section for information regarding the probable future construction of housing affordable to low and moderate income households.

Section 2: Fair Share Obligation

Section 2.1: Summary of Fair Share Obligation

The state of the third round prospective affordable housing obligations for municipalities throughout New Jersey is presently a fluid one, given the fact that the Courts, COAH, and/or the legislature have yet to develop a definite set of housing-need numbers which have been universally accepted. Initially, two (2) sets of numbers were promulgated and widely discussed. These include numbers prepared by Econsult Solutions on behalf of a consortium of municipalities, and numbers prepared by David Kinsey on behalf of the Fair Share Housing Center (FSHC). A third set of numbers was prepared by Special Master Richard Reading pursuant to the Ninth Revised Case Management Order regarding the declaratory judgment actions filed by municipalities in the Ocean County affordable housing matter. Most recently, Judge Mary C. Jacobson issued a decision in the Matter of Princeton and West Windsor Township (herein referred to as the Mercer County Trial). Ultimately, the Court found a statewide aggregate affordable housing need of 154,581 affordable housing units, thus promulgating a fourth set of numbers. These numbers are summarized below:

Table 28: Statewide Affordable Housing Obligations
Borough of Tenaflly, New Jersey

	Approximate # of Additional Affordable Housing Units Required
Econsult	91,225
FSHC	309,691
Reading	120,415
Mercer County Trial	154,581

Similarly, the numbers for Tenaflly are markedly divergent, as noted below. It is recognized that these figures may be adjusted in the future.

Table 29: Affordable Housing Obligations
Borough of Tenaflly, New Jersey

	Econsult	²FSHC	Reading	Mercer County
1. Rehabilitation Obligation ¹ (2015-2025):	24	4	24	24
2. Prior Round Obligation (1987-1999):	159	159	159	159
3. Third Round Prospective Need Obligation (1999-2025)	331	715	412	467

¹ Rehabilitation refers to a substandard housing unit which is defined as a unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, a roof, plumbing, heating, electricity, sanitary plumbing, and/or a load bearing structural system.

² Based on FSHC May 2016 Report

As evidenced by the table above, the Econsult numbers, while high, are the most reflective of the Borough's fully developed character. It is recognized that these figures may be adjusted in the future.

Pursuant to the settlement agreement that was signed between the Borough and FSHC, Tenaflly will address the following affordable housing obligations. As noted by that settlement agreement, the 501-unit Third Round Prospective Need Obligation is reflective of a thirty percent (30%) reduction of the 715-unit obligation identified above.

**Table 30: Affordable Housing Obligations Pursuant to Settlement Agreement
Borough of Tenaflly, New Jersey**

Rehabilitation Obligation:	4
Prior Round Obligation (1987-1999)	159
Third Round Prospective Need Obligation (1999-2025)	501

In regard to the these obligations, the settlement agreement notes the following:

FHSC and the Borough agree that Tenaflly does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, PP, FAICP. The parties agree to the terms in this agreement solely for the purposes of settlement of this action...The Borough contends that its Third Round obligation is less than 501 units. The parties' acceptance of the Third Round obligation of 501 is solely for the purposes of achieving a settlement of the litigation and is without prejudice to the parties' ability to challenge that Third Round number during any proceedings involving subsequent rounds on affordable housing calculations after July 1, 2025.

Section 2.2: Vacant Land Adjustment

The Borough's realistic development potential was partially calculated by a vacant land adjustment, which was undertaken pursuant to the Second Round regulations for the Borough's 2015 HE&FSP. As noted by these regulations, a RDP analysis is intended to determine which sites are most likely to develop for low and moderate income housing. Municipalities may present documentation that eliminates a site or part of a site from its inventory of vacant land. Such eliminating factors include: agricultural lands; environmentally sensitive lands; historic and architecturally important sites; active recreational lands; conservation, parklands, and open space lands, and; individual sites not suitable for low and moderate income housing.

The VLA conducted for Tenaflly first identified all vacant sites of minimally .83 acres in size. Next, it applied wetland, steep slope, and flood plain information pursuant to the applicable regulations. The remaining acreage that was to be utilized to partially determine the Borough's RDP was then calculated.

The analysis revealed that there are 6.37 acres of vacant land in the Borough. A total of 4.05 acres were comprised of vacant sites that were minimally .83 acres, all of which were devoid of the aforementioned environmentally sensitive features. Pursuant to the applicable regulations, a minimum presumptive density of six (6) dwelling units were imposed on these 4.05 acres, and then a twenty percent (20%) set-aside was imposed on that calculation. This formula resulted in an RDP of five (5) affordable units.



Dumont Borough

Cresskill Borough

Alpine Borough

Bergenfield Borough

Englewood

Englewood Cliffs Borough

Description of Preliminary Flood Plans:

Zone AE: Areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

Zone A: Areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

Source 1: Municipal boundary data from NJDEP.
Source 2: Stream buffer data from NJDEP.
Source 3: Parcel data from NGIN Warehouse, Bergen County.
Source 4: Vacant land data from Mod IV Tax data assessment.
Source 5: Wetlands data from NJDEP dated 2012.
Source 6: C1 Stream data from NJDEP dated 2009.
Source 7: C1 Stream buffer data from Burgis Associates, Inc.
Source 8: Preliminary DIRM data from FEMA, 2015.

Dwg. Title

Vacant Land Adjustment

BURGIS ASSOCIATES, INC.
COMMUNITY PLANNING | LAND DEVELOPMENT AND DESIGN | LANDSCAPE ARCHITECTURE
25 Westwood Avenue
Westwood, New Jersey 07675
p: 201.666.1811
f: 201.666.2599

Project Title
2015 Housing Plan
BOROUGH OF TENAFLY | BERGEN COUNTY, NEW JERSEY

Project No.

2890.04

Date

09.18.15

Drawn

DN

Legend

	Vacant Parcels		C1 Stream		Flood Zones
	Wetlands		C1 Buffer		A
	Wetland Buffer		Steep Slopes		AE

Scale:

1" = 2,000'

Dwg. No.:

via

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**Table 31: Vacant Land Adjustment
Borough of Tenafly, New Jersey**

ID	Block	Lot	Location	Owner	Area (ac)	Comments	Developable Area (ac)	Qualifies for RDP?
1	1006	1	71 COUNTY RD	EAST EDGE, LLC	0.22	Does not qualify for RDP Analysis. Lot size is too small.	N/A	No
2	1307	6	65 HUDSON AVE	DIASPARRA, ALFONSO & SANDRA	0.12	Does not qualify for RDP Analysis. Lot size is too small. Utilized as a car lot.	N/A	No
3	1307	4	52 MADISON AVE	DIASPARRA, ALFONSO & SANDRA	0.21	Does not qualify for RDP Analysis. Lot size is too small. Utilized as a car lot.	N/A	No
4	1303	1	PIERMONT RD	CRESSKILL COMMONS CONDO ASSOC, INC	0.06	Does not qualify for RDP Analysis. Lot size is too small. Utilized as parking island for adjoining multifamily development in Cresskill.	N/A	No
5	408	9	PLEASANT AVE	VERMILLION ENTERPRISE LLC%GREG YEE	0.11	Does not qualify for RDP Analysis. Lot size is too small.	N/A	No
6	1307	3	56 MADISON AVE	DIASPARRA, ALFONSO & SANDRA	0.32	Does not qualify for RDP Analysis. Lot size is too small. Utilized as a car lot.	N/A	No
7	207	26	ESMOND PL	CLARKE, WM C	0.01	Does not qualify for RDP Analysis. Lot size is too small. Appears to be an easement.	N/A	No
8	1006	2	63 COUNTY RD	PAPPAS, GREGORY	0.08	Does not qualify for RDP Analysis. Lot size is too small.	N/A	No
9	1601	28	104 COUNTY RD	COUNTY ROAD MGMT ASSOC, LLC	0.19	Does not qualify for RDP Analysis. Lot size is too small.	N/A	No
10	1401	16	N SUMMIT ST	ARCHER, MARGARET M	0.16	Does not qualify for RDP Analysis. Lot size is too small.	N/A	No
11	1307	5	42 MADISON AVE	DIASPARRA, ALFONSO & SANDRA	0.62	Does not qualify for RDP Analysis. Lot size is too small. Utilized as a car lot.	N/A	No
12	209	24	277 RIVEREDGE RD	BOEHM, M. % PAUL WOOD	0.22	Does not qualify for RDP Analysis. Lot size is too small.	N/A	No
13	2306	6	76 OXFORD DR	BERGER, H. TONY	0.96	Qualifies for RDP Analysis.	0.96	Yes
14	1304	2	PIERMONT RD	JND, LLC	0.90	Qualifies for RDP Analysis	0.90	Yes
15	3102	7	80 WOODLAND ST	YANG, YOONKON	0.93	Qualifies for RDP Analysis.	0.93	Yes
16	2102	11	134 CHURCHILL RD	CHASREL ASSOC LLC	1.26	Qualifies for RDP Analysis.	1.26	Yes

* As of September 23, 2015

Section 3: Fair Share Plan

Section 3.1: Plan Summary

The HE&FSP details the existing and proposed developments and proposed mechanisms which may be used to meet the Borough's affordable housing obligation. It is divided into the following subsections:

1. Section 3.2 addresses the Borough's prior round obligation, as well as its RDP calculation and components;
2. Section 3.3 addresses the Borough's prospective round obligation RDP and components;
3. Section 3.4 provides an overview of the Borough's components to address its unmet need;
4. Section 3.5 outlines the Borough's present need obligation, and;
5. Section 3.6 provides an overview of additional affordable housing requirements.

Section 3.2: Prior Round Obligation, RDP Calculation, and Components

The following section provides an overview of the Borough's prior round obligation, as well as an updated calculation of its prior round RDP.

Prior Round Obligation

The Borough originally had a prior round obligation of 159 units. However, as noted by 2002 Housing Element and Fair Share Plan (HE&FSP), the Superior Court recognized that there were thirty-two (32) units of subsidized senior housing units which had existed in the Borough since 1983, and as such the Court adjusted the Borough's "net present and prospective need" obligation to 127 units. We note that the existing Tenaflly Senior Housing development referenced above actually contains thirty-five (35) units. As such, the Borough's "net present and prospective" need obligation should be readjusted to 124 units.

Prior Round RDP Calculation

The calculation of the Borough's prior round RDP is informed by the following factors:

1. The original RDP calculation conducted by the 2002 HE&FSP, and;
2. An additional RDP calculation consisting of those components addressing the Borough's prior round obligation which are completed or under construction.

These factors are described in greater detail below:

1. **Original RDP Calculation.** The “lack of land” analysis conducted by the Borough’s 2002 HE&FSP consisted of four steps:
 - a. An initial analysis conducted by the Borough in December of 1997;
 - b. A COAH report conducted in 1998;
 - c. An additional and subsequent analysis conducted by the Borough, and;
 - d. A determination by the Superior Court that a portion of the “Shopwell” property be included in the RDP.

Through the above referenced steps, it was determined that the Borough had a realistic development potential of thirty-eight (38) units. The properties contributing to this RDP analysis are summarized in the following table.

**Table 32: 2002 Housing Plan RDP Calculation
Borough of Tenaflly, New Jersey**

Site #	Block and Lot	Acreage (ac)	Density (du/ac)	Resulting Number of Units	Resulting 20% Affordable Set
1: Kim Site	Block 901 Lots 44, 45, and 43 [part]	0.92	23	21	4
2	Block 1211 Lots 1, 6, and 7	1.02	6	6	1
4	Block 2102 Lot 16	0.93	6	5	1
8: Tenaflly Associates	Block 2902 Lot 14	3.17	12	38	7
11: Nursery Site	Block 2006 Lot 6	2.49	14	34	6
Portion of Shopwell Site	Block 1209 Lots 10 and 9 [part]	4.4	22	96	19
Total					38

2. **Additional RDP Calculation.** In addition to the thirty-eight (38) units referenced above, the Borough’s prior round RDP is also informed by those components which have been constructed or are under construction and are intended to meet the prior round obligation. These components are summarized on the following table. Please note that the “Plaza at Tenaflly” was not included on this table, as it was already counted towards the RDP in Table 1 as the “Portion of Shopwell Site.” Furthermore, only five (5) additional units were counted for the Brightview Assisted Living development, since four (4) such units were already counted towards the RDP in Table 1 as the “Kim Site.”

As shown, the components listed below account for an additional twenty-nine (29) units to be counted towards the Borough’s prior round RDP.

**Table 33: Components to Address Prior Round Obligation Contributing to RDP
Borough of Tenaflly, New Jersey**

Plan Component	Status	Units
Arc Group Home	Completed	5
Brightview Tenaflly Assisted Living	Completed	^A 5
Tenaflly Special Needs Housing (Markay Commons, Kim Site)	Completed	10
The Crossings at Tenaflly (Grove Street)	Completed	9
Total		29

^A Nine (9) units were constructed. Four (4) units were already counted towards RDP as part of the "Kim Site" on Table 1.

Prior Round RDP Summary and Components

As established by the factors listed in the subsections above, the Borough has a prior round RDP of sixty-seven (67) units. The Borough proposes to address this RDP through the following components. As shown, these components contribute to a total of seventy-six (76) credits. For an overview of these components, please see Map 1 at the end of this Section.

**Table 34: Components to address Prior Round RDP
Borough of Tenaflly, New Jersey**

Plan Component	Status	Units	Rental Units	Applicable Rental Bonus	Unused Credits	Total Units /Credits
Accessory Apartments	Ongoing	10	0	0	0	10
Arc Group Home	Completed	5	5	^A 5	0	10
Brightview Tenaflly Assisted Living	Completed	9	9	0	0	9
Tenaflly Special Needs Housing (Markay Commons, Kim Site)	Completed	10	10	^A 10	0	20
The Plaza at Tenaflly (JMP Tenaflly, Shopwell)	Completed	17	0	0	0	17
The Crossings at Tenaflly (Grove St.)	Completed	9	5	^A 1	^B 4	10
Total		60	29	16	4	76

^A Rental bonus may account for 25% (16 units) towards the prior round RDP

^B Four (4) bonus credits could not be applied from this development, due to the sixteen (16) unit constraint described in Footnote A

The remaining unmet prior round obligation consists of forty-eight (48) units. This unmet need was calculated by subtracting the thirty-five (35) units in the Tenaflly Senior Housing development and the seventy-six (76) credits accounted for in the table above from the prior round obligation of one hundred and fifty-nine (159) units.

Section 3.3: Prospective Round RDP

The following subsection provides an overview of the Borough's prospective round RDP calculation, as well as the proposed components to address that RDP.

Prospective Round RDP

The calculation of the Borough's prospective round RDP is informed by the following factors:

1. The original RDP calculation contained within the Borough's 2015 HE&FSP, and;
2. The units proposed to be produced by the Serpentine Road component.

These factors are described in greater detail below:

1. **2015 HE&FSP VLA.** As outlined in Section 2.3 of this HE&FSP, the Borough conducted a VLA pursuant to the Second Round Rules. As a result of that VLA, a RDP of five (5) affordable units was calculated.
2. **Serpentine Road Component.** In addition to the above, the Borough adjusted its spending plan in order to acquire three (3) lots on Serpentine Road: Block 715 Lot 11 (11 Serpentine Road), Block 715 Lot 12 (9 Serpentine Road), and Block 715 Lot 13 (5 Serpentine Road). It was anticipated that the Borough would work with a non-profit partner for the development of a one-hundred percent (100%) affordable housing site consisting of an estimated five (5) units.

Prospective Round RDP Summary Components

As established by the factors listed above, the Borough has a third round prospective need RDP of ten (10) units. The Borough proposes to address this RDP through the following components. As shown, these components contribute to a total of twenty-one (21) credits. As established by the draft Settlement Agreement, the Borough has a total prospective round obligation of five hundred and one (501) units. The twenty-one (21) units above reduces this obligation to four hundred and eighty (480) units.

Table 35: Components to Address Third Round Prospective Need RDP
Borough of Tenaflly, New Jersey

Plan Component	Units
Dean Drive Site	5
Piermont Road Site	7
Highwood Avenue Site	4
Serpentine Site	5
Total	21

These components are summarized as follows:

1. **Dean Drive Site.** Identified by municipal tax records as Block 906 Lots 4, 3, and 2, this property is located at 123 Dean Drive in the B-2 Business District. The site fronts along Dean Drive for approximately 180 feet, has a depth of approximately 109 feet, and a lot area of 21,450 square feet. The site is currently developed with a restaurant as well as an associated parking area which surrounds it. The restaurant has long since been abandoned. This property was included as a potential affordable housing site in the Borough's 2008 Housing Element and Fair Share Plan. However, it has yet to be developed.

The site continues to be an optimal location for an affordable housing development due to its location near the Borough's downtown, the lack of any significant environmental constraints, and the numerous NJ Transit bus stops which exist in the surrounding area.



Figure 1: Dean Drive Site, Looking West (source: Bing Maps. Note: Lot Lines Approximate)

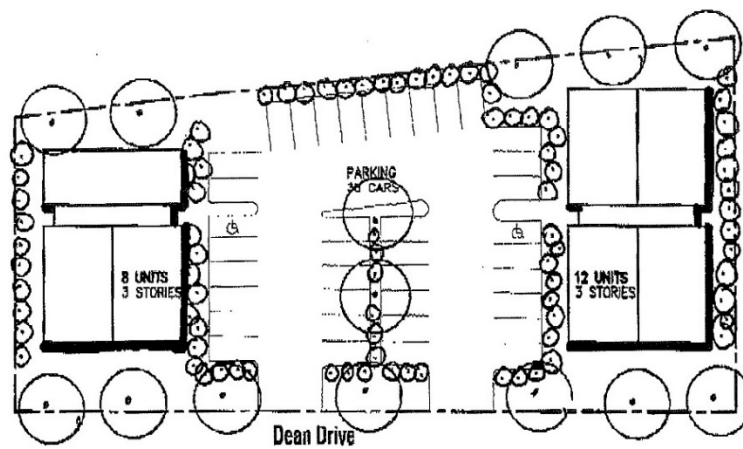
A concept plan was prepared by Virgona and Virgona Architects for the 2008 Housing Element and Fair Share Plan. This concept plan indicated that the site could potentially be developed at a density of 28.3 units per acre. Two (2) three-story buildings were proposed, which contained twenty (20) units, including five (5) affordable units. See Figure 1 for the concept plan.

Figure 1: Dean Drive Concept Plan
Borough of Tenafly, New Jersey

12/04/2008 11:03 FAX

VIRGONA

002/002



site plan

esement must be eliminated

Statistics

DWELLING UNITS ~ 20 including 5 affordable
SITE AREA ~ ±33,000 sf/.76 ac
DENSITY ~ 28.3 units/ac
PARKING ~ 30 cars
BUILDING HEIGHT ~ 3 stories

1
SK1
Concept 1 - Dean Drive
1" = 40'

**Tenafly
Affordable
Housing**

Virgona & Virgona Architects
115 River Road Suite 1031
Edgewater, NJ 07020

12/3/08

Dep. No.

SK-3

2. **Piermont Road Site.** Identified by municipal tax records as Block 1304 Lot 2, this property is located at the intersection of Piermont Road and North Summit Street in the SR/B Senior Residence/Business District. The property fronts along Piermont Road and North Summit Street for approximately 210 feet and 280 feet, respectively. It has an area of approximately 39,388 square feet. The site is presently developed as a car lot for a nearby car dealership.

This site is an appropriate location for an affordable housing development due to its location near existing multifamily developments including the Plaza at Tenaflly, the lack of any recorded environmental constraints, its relative location to the Borough's downtown area, and the location of nearby NJ Transit bus stops. If developed at a slightly higher density as the Plaza at Tenaflly (approximately 35 units per acre), this site could accommodate thirty-two (32) units, including seven (7) affordable housing units.



Figure 2: Piermont Road Site, Looking North (Source: Bing Maps. Note: Lot Lines Approximate)

3. **Highwood Avenue Site.** Identified by municipal tax records as Block 1006 Lots 1, 2, and 3, this property is located at the intersection of Highwood Ave and County Road in the B-2 Business District. The property fronts along Highwood Avenue and County Road for approximately 262 feet and 270 feet, respectively. It has a total area of approximately .66 acres. Lots 1 and 2 are currently vacant, while lot 3 is developed with a retail building with a footprint of approximately 8,800 square feet.

These lots represent an appropriate location for affordable housing due to their location within the Borough's downtown, the location of nearby NJ Transit stops, and the lack of any significant environmental constraints. Since the site is a corner lot and as such has a more constricted developable area, it may be unable to support the densities of the Dean Drive or Piermont Road sites. As such, a density of twenty-five (25) units per the acre is proposed for this site. Such a density could accommodate approximately seventeen (17) units, including four (4) affordable housing units.



Figure 3: Highwood Avenue Site, Looking West (Source: Bing Maps. Note: Lot Lines Approximate)

4. **Serpentine Road.** The Borough obtained approval from the Court on April 13, 2017 to utilize up to \$1,300,000 from its Affordable Housing Trust Fund to acquire three (3) properties identified by municipal tax records as Block 715 Lots 11, 12, and 13. The Borough shall work with a nonprofit organization to develop five (5) units of either special needs or veterans' housing through the construction of new units or the rehabilitation of the existing structures on site.



Figure 4: Serpentine Road Site, Looking North (Source: Bing Maps. Notes: Lot Lines Approximate)

Section 3.4: Unmet Need Obligation

The Borough has a collective unmet need obligation of five hundred and twenty-eight (528) units, which consists of:

1. The remaining unmet prior round obligation of forty-eight (48) units, and;
2. The prospective round unmet need obligation of four hundred and eighty (480) units.

The Borough proposes to address this unmet need through a number of overlay zones, which are summarized in the table below. As shown, the overlay zones can produce a total of two hundred and sixty-four (264) units, including fifty-five (55) units of affordable housing.

Table 36: Unmet Need Obligation
Borough of Tenaflly, New Jersey

Plan Component	Block /Lots	Acreage (ac)	Density	Total Units	Affordable Units
Harold Street Overlay District	1105/21, 22, 23, 37, 38, 39, 40	1.85	18 du/ac	32	7
Dean Drive Overlay District	906/1	3.64	15 du/ac	54	11
Riveredge Road/Tenaflly Road District	1009/1, 2, 3, 4, 5, 11	0.96	15 du/ac	14	3
South Summit Street/Riveredge Road Overlay District	1010/1	0.28	18 du/ac	5	1
Riveredge Road/W. Railroad Ave Overlay District	1010/3	0.25	18 du/ac	5	1
Block 1305 Overlay District	1305/1, 2, 3, 4, 5	2.13	15 du/ac	32	7
Block 1306 Lot 1.01 Overlay District	1306/1.01	0.56	15 du/ac	8	2
Block 1308 Overlay District	1308/1 through 11	4.99	15 du/ac	75	15
Block 1302 Overlay District	1302/1 and 2	2.61	15 du/ac	39	8
Total				264	55

A description of each component is provided below:

Harold Street Overlay Site

The Harold Street Overlay Site is located near the central portion of the Borough's business district. It is bounded by Piermont Road to the west, Harold Street to the east, and Mahan Street to the north. The following table provides a brief description of each lot. As it can be seen, there is presently a varying mix of uses located in this area, including residential, commercial, and landscaping uses.

This area represents an appropriate location for an affordable housing overlay due to its location near existing multifamily developments, its proximity to the Borough's downtown, the lack of any significant environmental constraints, and the numerous NJ Transit bus stops which exist in the surrounding area. In addition, we note that a portion of Harold Street could potentially be vacated in order to accommodate for this option. If the portion of this right-of-way was to be vacated, this overlay district could comprise a total of 1.85 acres.

With a permitted density of eighteen (18) units per acre, the site could develop a total of thirty-two (32) units, including seven (7) affordable units.

Table 37: Harold Street Overlay Site
Borough of Tenafly, New Jersey

Block	Lot	Zoning	Owner	Land Use	Acreage
1105	21	C: Commercial	Beucler, Peter A & Peter C	Commercial	0.48
1105	22	C: Commercial	Obi, Chinweuche	Residential	0.07
1105	23	C: Commercial	Bergen County Masons, Inc.	Commercial	0.06
1105	37	C: Commercial	Bergen County Masons, Inc.	Commercial	0.19
1105	38	C: Commercial	Beucler, Goerge W & Peter A	Residential	0.05
1105	39	C: Commercial	Latz, Janine	Commercial	0.58
1105	40	C: Commercial	Choi, Hwi-Woong & Young Sook	Commercial	0.16
				Total	1.59

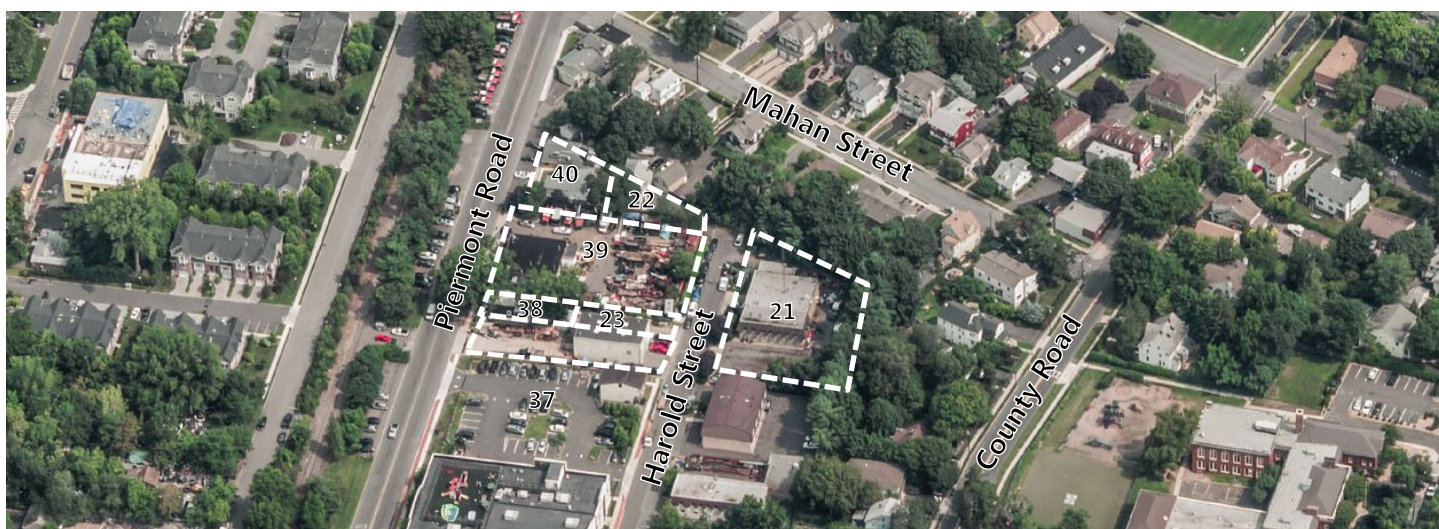


Figure 5: Harold Street Overlay Site (Source: Bing Maps. Note: Lot Lines Approximate)

Dean Drive Overlay Site

The Dean Drive Overlay Site is located near the central portion of the Borough. It is bounded by East Clinton Avenue to the north and Dean Drive to the south. The site is presently developed with the Clinton Inn Hotel and Event Center.

This area represents an appropriate location for an affordable housing development due to its location near existing multifamily developments, its proximity to the Borough's downtown, the lack of any significant environmental constraints, and the numerous NJ Transit bus stops which exist in the surrounding area. It is also located adjacent to the Dean Drive site, which is identified by the HE&FSP as a site which could accommodate an affordable housing development. As such, the Borough has indicated its willingness to create a new affordable housing overlay to encourage the redevelopment of this site and permit for an affordable housing development.

With a permitted density of fifteen (15) units per acre, the site could develop a total of fifty-four (54) units, including eleven (11) affordable units. In addition, the site could potentially accommodate an additional 8,600 square feet of retail space and 4,300 square feet of restaurant space. Such a mixed-use aspect could complement the Borough's downtown.

Table 38: Dean Drive Overlay Site
Borough of Tenaflly, New Jersey

Block	Lot	Zoning	Owner	Land Use	Acreage
906	21	B-2: Business District	145 Dean Drive LLC	Hotel	3.64



Figure 6: Dean Driver Overlay Site (Source: Bing Maps. Note: Lot Lines Approximate)

Riveredge Road Overlay Site

The Riveredge Road Overlay Site is located near the westerly portion of the Borough's business district. It is bounded by Tenaflly Road to the west, Riveredge Road to the north, and South Summit Street to the east. The table below provides a brief description of each lot. There is presently a varying mix of uses located in this area, including residential, commercial, and auto-related uses.

This area represents an appropriate location for an affordable housing overlay due to its location near existing multifamily developments, its proximity to the Borough's downtown, the lack of any significant environmental constraints, and the numerous NJ Transit bus stops which exist in the surrounding area.

With a permitted density of fifteen (15) units per acre, the site could develop a total of fourteen (14) units, including three (3) affordable units.

Table 39: Riveredge Road Overlay Site
Borough of Tenaflly, New Jersey

Block	Lot	Zoning	Owner	Land Use	Acreage
1009	1	B-1: Business District	Dattilo, Michael	Auto Related	0.24
1009	2	B-1: Business District	Lauren K & H, LLC% J Shin	Commercial	0.14
1009	3	B-1: Business District	O'Brien & Milton Group, LLC	Commercial	0.15
1009	4	B-1: Business District	Giese-Holland LLC	Residential	0.11
1009	5	B-1: Business District	ERMM LLC	Commercial	0.12
1009	11	B-1: Business District	Alpine TILDN TNAKILL LODG	Semi-Public	0.20
Total					0.96

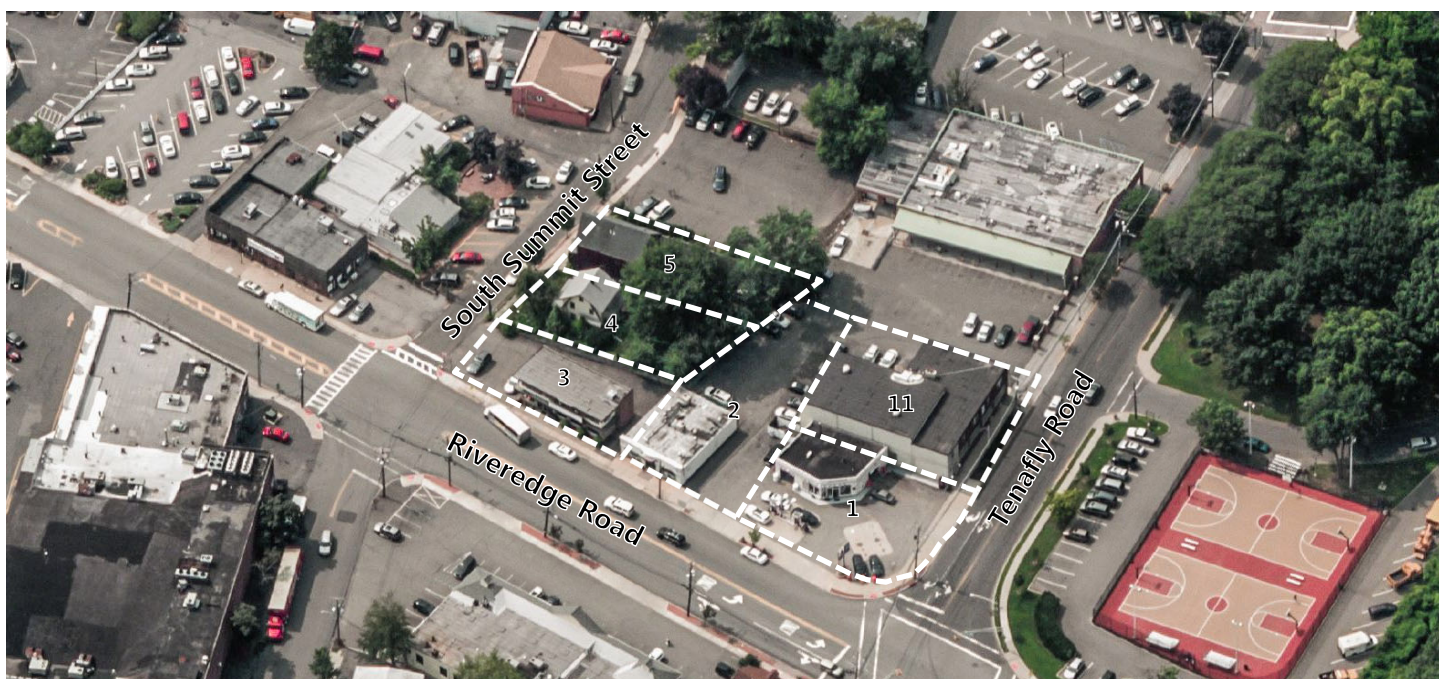


Figure 7: Riveredge Road Site, Looking South (Source: Bing Maps. Note: Lot Lines Approximate)

South Summit Street/Riveredge Road Overlay Site

The South Summit Street/Riveredge Road Overlay Site is located near the westerly portion of the Borough's Business District. It is bounded by South Summit Street to the west and Riveredge Road to the north.

This area represents an appropriate location for an affordable housing overlay due to its location near existing multifamily developments, its proximity to the Borough's downtown, the lack of any significant environmental constraints, and the numerous NJ Transit bus stops which exist in the surrounding area.

With a density of eighteen (18) units per acre, the site could develop a total of five (5) units, including one (1) affordable unit.

Table 40: South Summit Street/Riveredge Road Overlay Site
Borough of Tenaflly, New Jersey

Block	Lot	Zoning	Owner	Land Use	Acreage
1010	1	B-1: Business District	Barney Estate Co, Inc.	Commercial	0.28



Figure 8: South Summit Street/Riveredge Road Overlay Site, Looking West (Source: Bing Maps. Note: Lot Lines Approximate)

Riveredge Road/W. Railroad Avenue Overlay Site

The Riveredge Road/W. Railroad Avenue Overlay Site is located near the central portion of the Borough's Business District. It is bounded by Riveredge Road to the north and West Railroad Avenue to the east.

This area represents an appropriate location for an affordable housing overlay due to its location near existing multifamily developments, its proximity to the Borough's downtown, the lack of any significant environmental constraints, and the numerous NJ Transit bus stops which exist in the surrounding area.

With a density of eighteen (18) units per acre, the site could develop a total of five (5) units, including one (1) affordable unit.

Table 41: Riveredge Road/W. Railroad Avenue Overlay Site
Borough of Tenaflly, New Jersey

Block	Lot	Zoning	Owner	Land Use	Acreage
1010	3	B-1: Business District	Barney Estate Co, Inc.	Commercial	0.25

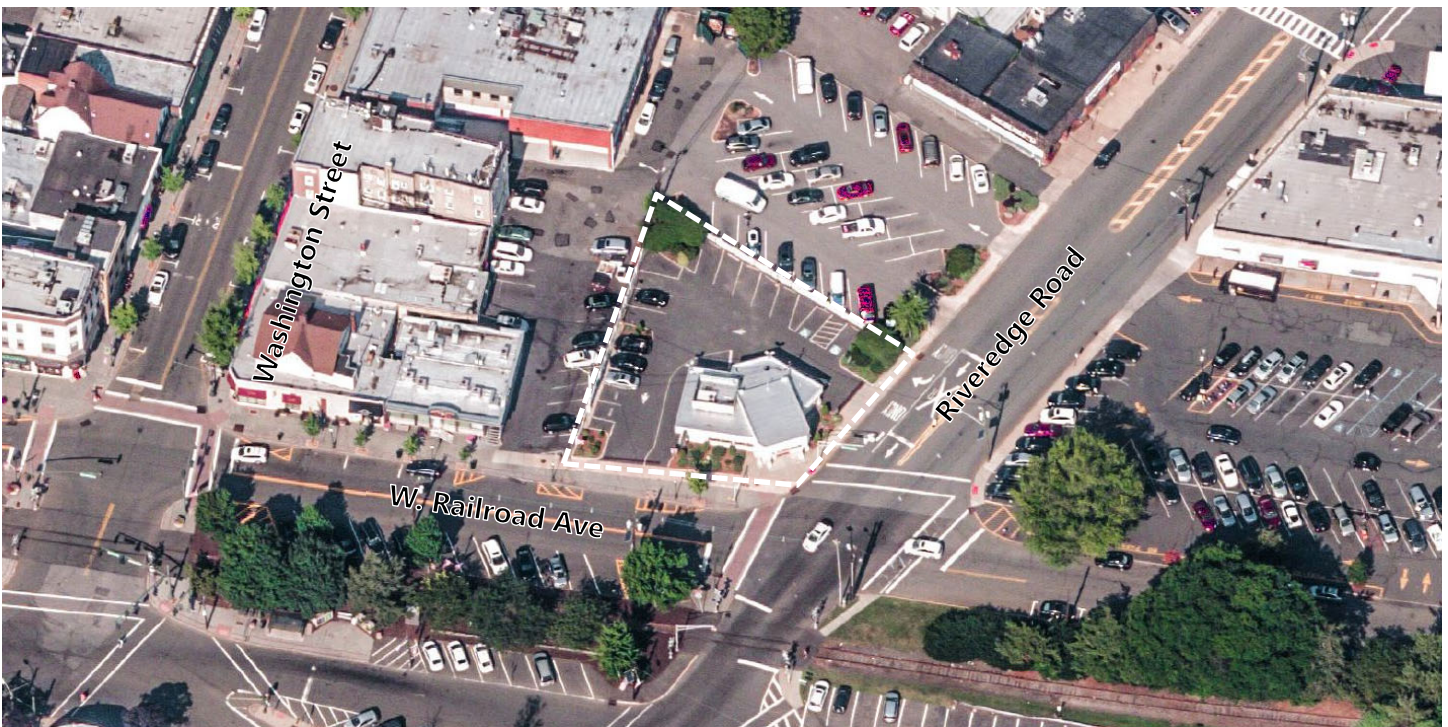


Figure 9: Riveredge Road/W. Railroad Ave Overlay Site, Looking West (Source: Bing Maps. Note: Lot Lines Approximate)

Block 1305 Overlay Site

The Block 1305 Overlay Site encompasses the entirety of Block 1305. It is bounded by Jersey Avenue to the west, North Summit Street to the north, Atwood Avenue to the east, and Hudson Avenue to the south. The table below provides a brief description of each lot. The block is presently developed with a variety of commercial uses, as well as a parking lot.

With a density of fifteen (15) units per acre, the site could develop a total of thirty-two (32) units, including seven (7) affordable units.

Table 42: Block 1305 Overlay Site
Borough of Tenaflly, New Jersey

Block	Lot	Zoning	Owner	Land Use	Acreage
1305	1	SR/B	Baum, Richard S. & Barbara A	Commercial	0.79
1305	2	SR/B	Tenaflly Elite Group	Commercial	0.50
1305	3	SR/B	125 Piermont Road LLC% J Armaniaco	Abandoned	0.20
1305	4	SR/B	Piermont Road LLC % J Armaniaco	Parking Lot	0.06
1305	5	SR/B	Jevi, LLC	Commercial	0.58
Total					2.13



Figure 10: Block 1305 Overlay Site, Looking North (Source: Bing Maps. Note: Lot Lines Approximate)

Block 1306 Overlay Site

The Block 1306 Overlay Site encompasses the northwesterly portion of Block 1306. It is bounded by Atwood Avenue to the west, North Summit Street to the north, and Block 1306 Lot 2.01 to the east and south. The table below provides a brief description of the lot. It is presently developed with a commercial building which contains Tenaflly Arts. Lot 2.01 is presently developed with the Brightview Tenaflly Assisted Living facility, which contains nine (9) affordable units.

With a density of fifteen (15) units per acre, the site could develop a total of eight (8) units, including two (2) affordable units.

Table 43: Block 1306 Overlay Site
Borough of Tenaflly, New Jersey

Block	Lot	Zoning	Owner	Land Use	Acreage
1306	1.01	SR/B	A.S.D.D.J, LLC	Commercial	0.56



Figure 11: Block 1306 Overlay Site, Looking North (Source: Bing Maps. Note: Lot Lines Approximate)

Block 1308 Overlay Site

The Block 1308 Overlay Site encompasses the entirety of Block 1308. It is bounded by Haring Lane to the west, North Summit Street to the north, County Road to the east, and Hudson Avenue to the south. Conlon Lane bisects the central portion of the block. The table below provides a brief description of each lot. The block consists of a variety of commercial and residential uses.

With a density of fifteen (15) units per acre, the site could develop a total of seventy-five (75) units, including fifteen (15) affordable units.

Table 44: Block 1308 Overlay Site
Borough of Tenafly, New Jersey

Block	Lot	Zoning	Owner	Land Use	Acreage
1308	1	C: Commercial	Alpex Wheel Company	Commercial	0.30
1308	2	C: Commercial	Sposa, J. Vincent Jr. & Bette	Office/Car Wash	0.73
1308	3	C: Commercial	DSP Properties LLC	Auto Related	0.42
1308	4	C: Commercial	265 County Rd LLC	Auto Related	0.46
1308	5	C: Commercial	Decarlo Landscape & Design LLC	Commercial	0.20
1308	6	C: Commercial	Amicucci, Dominick & Felicia	Commercial	0.15
1308	7	C: Commercial	Porter, Frank	Residential	0.19
1308	8	C: Commercial	Dae Heung Tenafly America, LLC	Vacant	0.33
1308	9	SR/B	Beucler, George & Peter	Residential	0.46
1308	10	SR/B	Tomasi, Attilo & Gloria D	Commercial	0.89
1308	11	SR/B	64 No Summit LLC	Office	0.86
Total					4.99

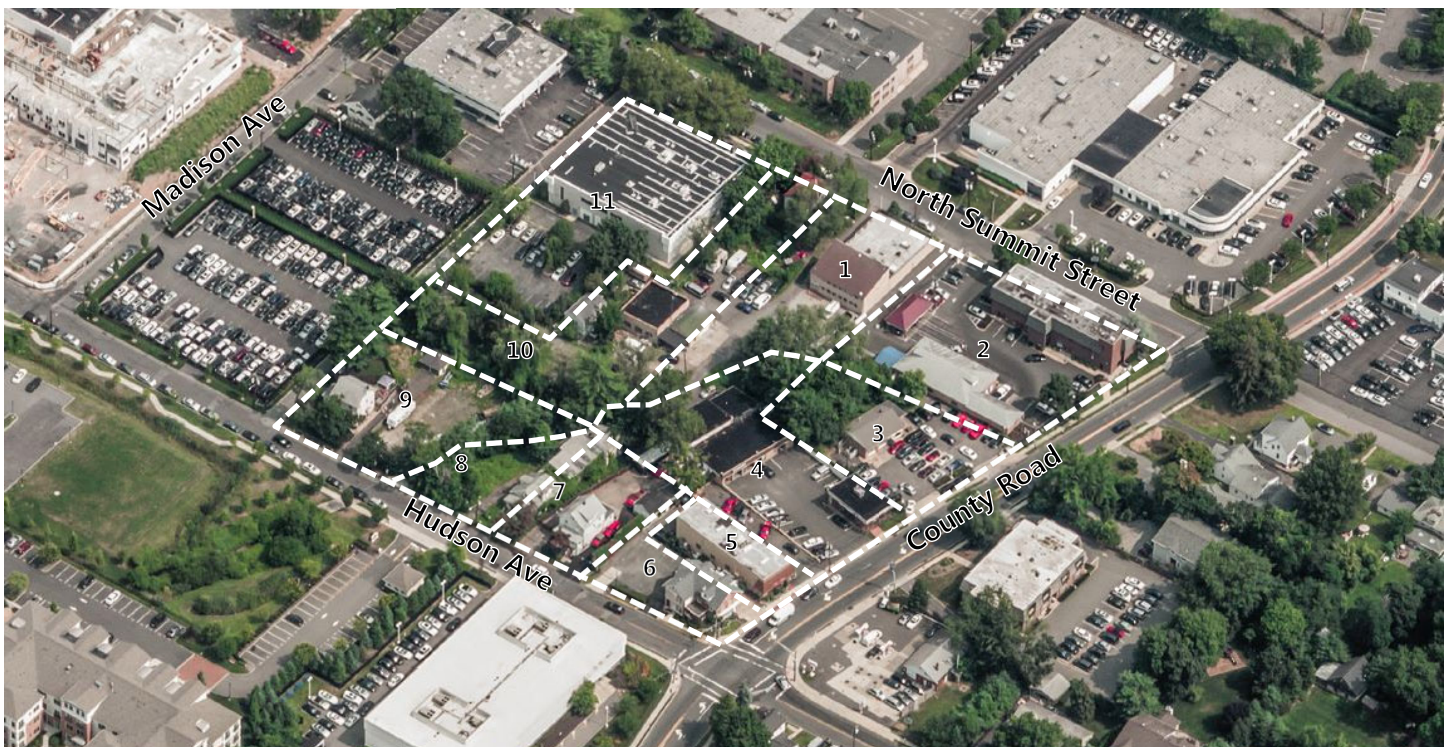


Figure 12: Block 1308 Overlay Site, Looking North (Source: Bing Maps. Note: Lot Lines Approximate)

Block 1302 Overlay Site

The Block 1302 Overlay Site encompasses the westerly portion of Block 1302. It is bounded by North Summit Street to the south, Atwood Avenue to the west, the Borough of Cresskill to the north, and Block 1302 Lot 3 to the east. As it can be seen, the two lots which comprise this overlay zone contain a variety of commercial uses.

With a density of fifteen (15) units per acre, the site could develop a total of thirty-nine (39) units, including eight (8) affordable units.

Table 45: Block 1302 Overlay Site
Borough of Tenafly, New Jersey

Block	Lot	Zoning	Owner	Land Use	Acreage
1302	1	SR/B	Charnow Associates, LLC	Commercial	1.62
1302	2	SR/B	Lohana, Parkash & Bina &Dheeraj	Commercial	0.99
Total					2.61

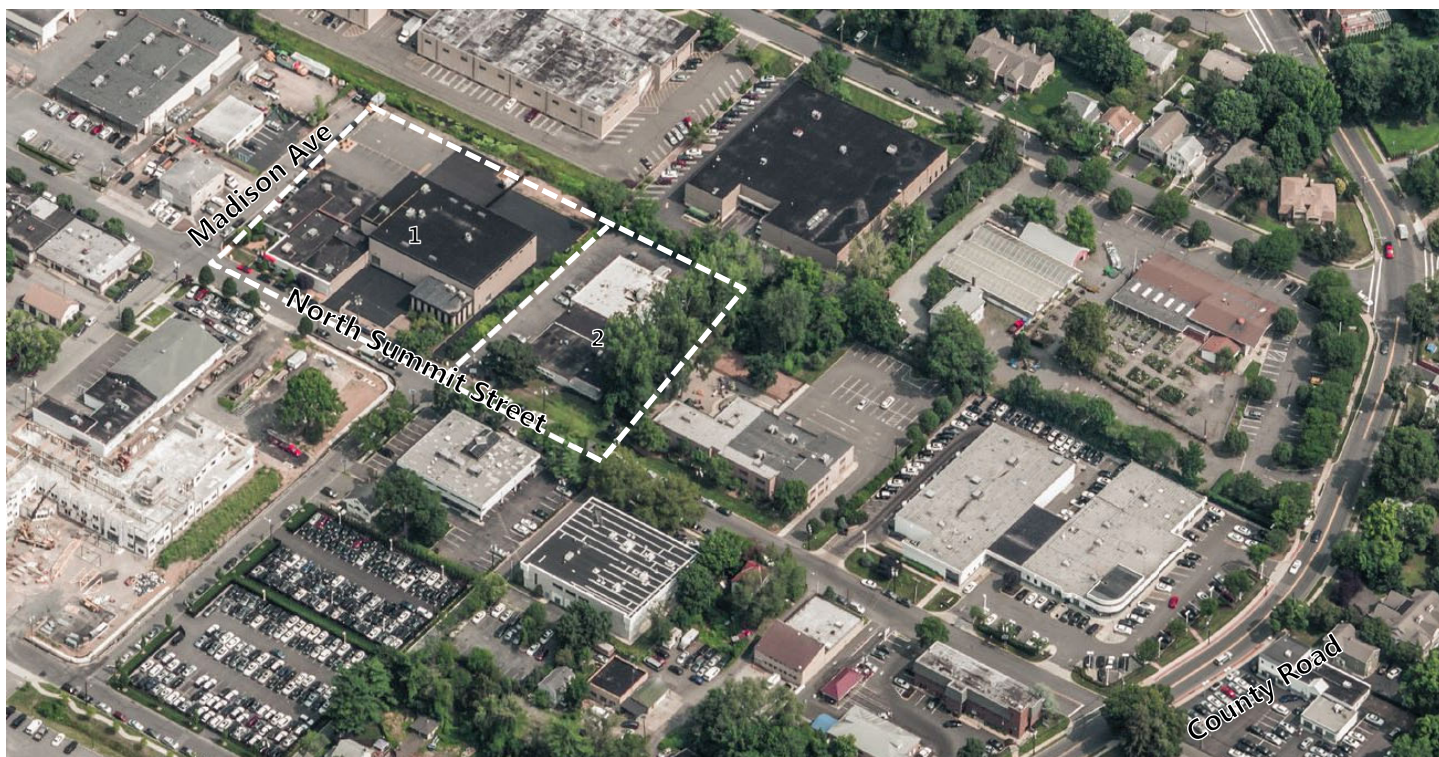
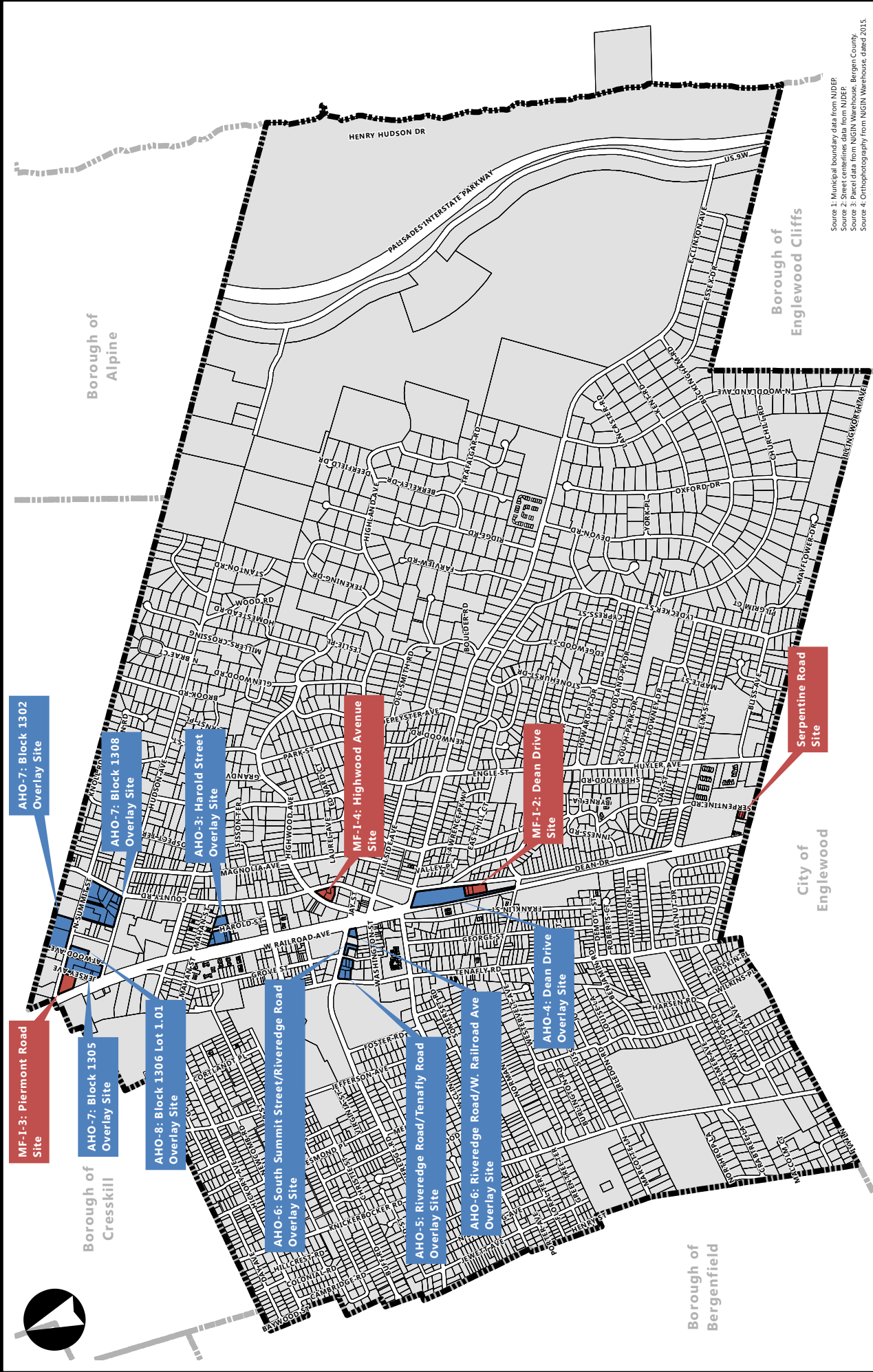


Figure 13: Block 1302 Overlay Site, Looking North (Source: Bing Maps. Note: Lot Lines Approximate)



Source 1: Municipal boundary data from NJDEP
 Source 2: Street centerlines data from NJDEP
 Source 3: Parcel data from NGIN Warehouse, Bergen County
 Source 4: Orthophotography from NGIN Warehouse, dated 2015.

Components to Address RDP and Unmet Need

Housing Plan

BURGIS ASSOCIATES, INC.
 COMMUNITY PLANNING | LAND DEVELOPMENT AND DESIGN | LANDSCAPE ARCHITECTURE
 25 Westwood Avenue
 Westwood, New Jersey 07675
 p: 201.666.1811
 f: 201.666.2599

Legend

Municipal Boundary

RDP Components

Parcels

Unmet Need Components

Project No: 2890.04

Date: 10.05.18

Drawn: DN

Scale: 1" = 1,750'

Comp No: comp

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Section 3.5: Rehabilitation Share

The Borough will continue to implement its rehabilitation program to address its four (4) unit rehabilitation share in accordance with the rules established in prior rounds. Specifically, COAH regulations establish the following:

“Municipalities shall provide sufficient dollars to fund one-third of the municipal rehabilitation component within one year of substantive certification. In each subsequent year of the substantive certification period, the municipality shall provide sufficient dollars to fund one-sixth of the municipal rehabilitation component.

The regulations further establish that a total of \$10,000 shall be assigned per each unit of a municipality’s rehabilitation component. In order to provide additional funding for rehabilitation purposes and better serve the needs of the community, the Borough has historically assigned \$25,000 towards each rehabilitation unit.

At a minimum, the Borough must set aside a total of \$40,000 for its rehabilitation program, of which \$13,333.33 is to be set aside for the first year of substantive certification, while an additional \$6,666.67 will be provided for each subsequent year of the substantive certification period. Funds will be made available to income-qualified households who participate in the program.

The following table provides three (3) different funding scenarios. Scenario A assumes that the Borough will provide the required minimum \$10,000 per rehabilitation unit. Scenario B raises this amount to \$15,000 per unit, while Scenario C maintains the current funding level of \$25,000 per unit.

As seen in Scenario B, if the Borough was to provide \$15,000 per unit, its total obligation would increase to \$60,000. Should the Borough continue to provide \$25,000 per rehabilitation unit, its total obligation would be \$100,000.

Table 44: Rehabilitation Component Funding Scenarios
Borough of Tenaflly, New Jersey

	Scenario A: \$10,000 Per Unit	Scenario B: \$15,000 Per Unit	Scenario C: \$25,000 Per Unit
Year 1: Minimum funding required	\$13,666.67	\$20,000	\$33,333.33
Subsequent Years: Minimum funding required	\$6,666.67	\$10,000	\$16,666.67
Total Required:	\$40,000.00	\$60,000	\$100,000

Section 3.6: Other Requirements

The following additional requirements are noted:

1. **Third Round Bonuses.** Third round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
2. **Low-Income and Very-Low Income.** At least fifty percent (50%) of the units addressing the Third Round Prospective Need shall be affordable to very-low income and low-income households with the remainder affordable to moderate-income households. A minimum of 13% of the affordable units will be made available to very low income households, defined as households earning 30% or less of the regional median income by household size.
3. **Rental Component.** At least twenty-five percent (25%) of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
4. **Families.** At least half of the units addressing the Third Round RDP and unmet need in total must be available to families.
5. **Age Restricted Cap.** The Borough agrees to comply with an age-restricted cap of twenty-five percent (25%) and to not request a waiver of that requirement. This shall be understood to mean that in no circumstances may the municipality claim credit towards its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its cumulative Prior Round and Third Round fair share obligation.
6. **Development Fees.** The Borough will impose development fees as permitted by COAH's prior round rules. The funds generated by the collection of development fees will be applied directly towards any activity approved by the Council for addressing the municipal fair share. It is recognized that the Borough must devote at least thirty percent (30%) of the revenues collected from development fees to render units more affordable, as per N.J.A.C. 5:93-8.16.

7. **Existing Housing Trust Fund.** As of September 17, 2018, the Borough has \$2,514,417.96 in its existing Housing Trust Fund. It is offered for consideration that the Borough could utilize a portion of this fund to collaborate in a public/private partnership with the developer of a group home/assisted living facility to realize affordable units. It is noted that each bedroom in such a facility counts as a rental unit, thereby offering two (2) credits for each bedroom.
8. **Mandatory Set-Aside Ordinance.** The Borough shall establish a mandatory set-aside ordinance for all new multi-family residential developments of five (5) or more units that become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted, or a new redevelopment plan. The ordinance shall require a mandatory set-aside of twenty percent (20%) if the affordable units will be for sale, and fifteen percent (15%) if the affordable units will be for rent. This provision does not affect residential development on sites that are zoned for inclusionary development as part of the Borough's Housing Element and Fair Share Plan, which are subject to the affordable housing set-aside requirements set forth in the applicable zoning. This mandatory set-aside ordinance does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Tenaflly to grant such rezoning, variance, or other relief.

Appendices

A-1: Proposed Affordable Housing Ordinance

Borough of Tenafly

ORDINANCE NO. XX-XX

AN ORDINANCE TO AMEND ARTICLE XI OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF TENAFLY, ENTITLED "AFFORDABLE HOUSING ORDINANCE PROVISIONS"

BE IT ORDAINED by the Mayor and Council of the Borough of Tenafly, County of Bergen, and State of New Jersey, as follows:

Section 1. That Article XI be deleted in its entirety and replaced with the following:

Article XI Affordable Housing Ordinance Provisions

Section 35-1101. Purpose.

The purpose of this ordinance is to provide for and regulate affordable housing in the Borough.

Section 35-1102. 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 designated by the Borough to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, 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 very-low household as defined as households earning thirty percent (30%) or less of the regional median income by household size, low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

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

"Affordable housing program(s)" means any mechanism in a municipal Housing Element and Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court 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 wherein 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 who 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.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

"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 ,very-low income household, low-income household or moderate-income household.

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

"DCA" means the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means a housing unit with health and safety code violations that requires 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 included in a proposed development including the holder of an option to contract to 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 gut rehabilitation or reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to fifty percent (50%) or less of the regional median household income by household size.

"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 and 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 or a successor entity approved by the Court.

"Moderate-income household" means a household with a total gross annual household income in excess of fifty percent (50%) but less than eighty percent (80%) of the regional median household income by household size.

"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 eighty percent (80%) of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

"Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation 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 amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26-1, et seq.

"Very low-income household" means a household with a total gross annual household income equal to thirty percent (30%) or less of the regional median household income by household size.

"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 a rehabilitation program.

Section 35-1103. Applicability

- a. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of Tenaflly pursuant to the Borough's 2018 Third Round Housing Element and Fair Share Plan.
- b. Moreover, the provisions of this Ordinance shall apply to all developments that contain very low-, low-, and moderate-income housing units, including any currently unanticipated future developments that will provide very low-, low- and moderate-income housing units, and also including projects that may be funded with Low Income Housing Tax Credit financing, which shall comply with the income and bedroom distribution requirements of this Ordinance.

c. Mandatory Set-Aside

1. Except as otherwise regulated in this chapter, any development application proposing five (5) or more new dwelling units shall be required to set aside twenty percent (20%) of said lots or units if they are for-sale or fifteen percent (15%) of said lots or units if they are for-rent for affordable housing.
2. This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Borough of Tenafly to grant such rezoning, variance or other relief. A property shall not be permitted to be subdivided so as to avoid compliance with this requirement. All affordable units created pursuant to this paragraph shall be governed by the provisions of this Ordinance.
3. This provision does not affect residential development on sites that are zoned for inclusionary residential development as part of the Borough's Housing Element and Fair Share Plan, which are subject to the affordable housing set-aside requirements set forth in the applicable zoning.

Section 35-1104. Alternative Living Arrangements

- a. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
 1. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 2. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- b. 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, alternative living arrangements shall have at least 30-year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
- c. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

Section 35-1105. Phasing Schedule for Inclusionary Zoning

In inclusionary developments the following schedule shall be followed:

<i>Maximum Percentage of Market-Rate Units Completed</i>	<i>Minimum Percentage of Very Low-, Low-, and Moderate-Income Units Completed</i>
25	0
25 + 1 unit	10
50	50
75	75
90	100

Section 35-1106. New Construction

- a. Low/moderate Split and Bedroom Distribution of Affordable Housing Units:
 1. The fair share obligation shall be divided equally between very low-, low-, or moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least thirteen percent (13%) of all restricted rental units shall be very low-income units (affordable to a household earning thirty

percent (30%) or less of regional median income by household size). The very low-income units shall be counted as part of the required number of low income units within the development.

2. In each affordable development, at least fifty percent (50%) of the restricted units within each bedroom distribution shall be very low or low-income units.
3. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (a) The combined number of efficiency and one-bedroom units shall be no greater than twenty percent (20%) of the total very low-, low-, or moderate-income units;
 - (b) At least thirty percent (30%) of all very low-, low-, or moderate-income units shall be two bedroom units;
 - (c) At least twenty percent (20%) of all very low-, low- or moderate-income units shall be three bedroom units; and
 - (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted very low-, low-, or 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.

b. Accessibility Requirements

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor; and
 - (b) An adaptable kitchen on the first floor; and
 - (c) An interior accessible route of travel on the first floor; and
 - (d) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - (e) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
 - (f) 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.

- (g) 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.

c. Design

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

d. Maximum Rents and Sales Prices

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by COAH or a successor entity.
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than sixty percent (60%) of median income, and the average rent for restricted rental units shall be affordable to households earning no more than fifty-two percent (52%) of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least thirteen percent (13%) of all low- and moderate-income rental units shall be affordable to very low-income households, earning thirty percent (30%) or less of the regional median household income, with such very low income units counted toward the low income housing requirement.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than seventy percent (70%) of median income, and each affordable development must achieve an affordability average of fifty-five percent (55%) 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.
5. 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:
 - (a) A studio shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - (e) A four-bedroom unit shall be affordable to a six-person household.

6. 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:
 - (a) A studio shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to ninety-five percent (95%) 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 twenty-eight percent (28%) of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed thirty percent (30%) 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.
9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
10. The rent of low- and moderate-income units may be increased annually based on the 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 35-1107. Utilities

- a. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- b. 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 HUD for the Section 8 program.

Section 35-1108. 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:

- a. Provide an occupant for each bedroom;
- b. Provide children of different sexes with separate bedrooms;
- c. Provide separate bedrooms for parents and children; and
- d. Prevent more than two persons from occupying a single bedroom.

Section 35-1109. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

- a. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until the Borough of Tenafly 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.
- b. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- c. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- d. 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.
- e. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- f. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 35-1110. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

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

- a. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- c. The 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.
- d. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of 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 13.

Section 35-1112. Buyer Income Eligibility

- a. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less

than or equal to fifty percent (50%) of median income and moderate-income ownership units shall be reserved for households with a gross household income less than eighty percent (80%) of median income.

- b. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.
- c. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
- d. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed thirty-three percent (33%) of the household's eligible monthly income.

Section 35-1113. Limitations on Indebtedness Secured by Ownership Unit; Subordination

- a. 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
- b. 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 ninety-five percent (95%) 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 35-1114. Capital Improvements to Ownership Units

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

Section 35-1115. Control Periods for Restricted Rental Units

- a. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Tenafly 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.
- b. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Bergen. The deed shall also identify each affordable unit by apartment number and/or address and whether that unit is designated as a very low, low or moderate-income unit. Neither the unit nor its affordability designation shall change throughout the term of the deed restriction. A copy of the filed document shall be provided to the Administrative Agent within thirty (30) days of the receipt of a Certificate of Occupancy.
- c. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - 1. Sublease or assignment of the lease of the unit;
 - 2. Sale or other voluntary transfer of the ownership of the unit; or
 - 3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 35-1116. Rent Restrictions for Rental Units; Leases

- a. 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.
- b. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- c. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- d. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least fifteen percent (15%) of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 35-1117. Tenant Income Eligibility

- a. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - 1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to thirty percent (30%) of the regional median household income by household size.
 - 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of the regional median household income by household size.

3. Moderate-income rental units shall be reserved for households with a gross household income less than eighty percent (80%) of the regional median household income by household size.
- b. 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 thirty-five percent (35%) (forty percent (40%) for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 1. The household currently pays more than thirty-five percent (35%) (forty percent (40%) for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than thirty-five percent (35%) (forty percent (40%) 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 reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- c. The applicant shall file documentation sufficient to establish the existence of the circumstances in a.1. through b.5. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 35-1118. Administrative Agent

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required. The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

- a. Affirmative Marketing:
 1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of Tenaflly and the provisions of N.J.A.C. 5:80-26.15; and
 2. 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.
- b. Household Certification:
 1. Soliciting, scheduling, conducting and following up on interviews with interested households;
 2. 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;
 3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

4. 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.;
5. 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;
6. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of Tenafly when referring households for certification to affordable units; and
7. Notifying the following entities of the availability of affordable housing units in the Borough of Tenafly: Fair Share Housing Center, the New Jersey State Conference of the NAACP, Bergen County NAACP, Jersey City NAACP, Paterson NAACP, Passaic NAACP, Hoboken NAACP, the Latino Action Network, the Bergen County Housing Authority, Northeast New Jersey Legal Services, Bergen Urban League, Garden State Episcopal CDC, Mount Olive Baptist Church, Urban League Affordable Housing & CDC, Bergen County Housing Coalition, Fair Housing Council of Northern New Jersey, New Jersey Community Development, Advance Housing, Paterson Habitat for Humanity, Family Promise of Bergen County, Saint Paul's Community Develop Corp., Supportive Housing Associates of New Jersey, Islamic Center of New Jersey, and Monarch Housing Associates.

c. Affordability Controls:

1. 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;
2. 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;
3. 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;
4. Communicating with lenders regarding foreclosures; and
5. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

d. Resales and Re-rentals:

1. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental; and
2. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

e. Processing Requests from Unit Owners:

1. 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;

2. 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;
3. Notifying the municipality of an owner's intent to sell a restricted unit; and
4. Making determinations on requests by owners of restricted units for hardship waivers.

f. Enforcement:

1. 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;
2. 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;
3. Posting annually, in all rental properties (including two-family homes), 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;
4. 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;
5. Establishing a program for diverting unlawful rent payments; and
6. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Borough Council and the Court, setting forth procedures for administering the affordability controls.

g. Additional Responsibilities:

1. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
2. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.
3. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Section 35-1119. Affirmative Marketing Requirements

- a. The Borough of Tenafly shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

- b. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is 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 Housing Region 1 and is required to be followed throughout the period of restriction.
- c. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 1, comprised of Bergen, Hudson, Passaic, and Sussex Counties.
- d. 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.
- e. 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.
- f. The affirmative marketing process for available affordable units shall begin at least four (4) months (one hundred and twenty (120) days) prior to the expected date of occupancy.
- g. 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 municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
- h. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Tenafly, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, Bergen County NAACP, Jersey City NAACP, Paterson NAACP, Passaic NAACP, Hoboken NAACP, the Latino Action Network, the Bergen County Housing Authority, Northeast New Jersey Legal Services, Bergen Urban League, Garden State Episcopal CDC, Mount Olive Baptist Church, Urban League Affordable Housing & CDC, Bergen County Housing Coalition, Fair Housing Council of Northern New Jersey, New Jersey Community Development, Advance Housing, Paterson Habitat for Humanity, Family Promise of Bergen County, Saint Paul's Community Develop Corp., Supportive Housing Associates of New Jersey, Islamic Center of New Jersey, and Monarch Housing Associates.
- i. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 35-1120. Enforcement of Affordable Housing Regulations

- a. Upon the occurrence of a breach of any of the regulations governing an 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 or rental in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- b. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against

the Owner, Developer or Tenant for any violation that remains uncured for a period of sixty (60) days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is 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:
 - (a) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed ninety (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;
 - (b) 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 to the Borough of the gross amount of rent illegally collected;
 - (c) 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.
2. 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.
 - (a) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the very low-, low- or 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.
 - (b) 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 very low-, low- or 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.
 - (c) 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 very low-, low- or 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. An 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.

- (d) 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 very low-, low- or 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 very low-, low- or 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.
- (e) Failure of the very low-, low- or 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 very low-, low- or moderate income unit as permitted by the regulations governing affordable housing units.
- (f) 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 35-1121. Appeals

Appeals from all decisions of an Administrative Agent pursuant to this Ordinance shall be filed in writing with the Court.

Section 2. Any and all other ordinances or parts thereof in conflict or inconsistent with any of the terms hereof are hereby repealed to such extent as they are so in conflict or inconsistent.

Section 3. This Ordinance shall take effect immediately upon final passage and publication as required by law.

A-2: Existing Development Fee Ordinance

35-606 DEVELOPMENT FEES FOR AFFORDABLE HOUSING.*

35-606.1 Purpose.

- a. In *Holmdel Builders Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's ("COAH's") adoption of rules.
- b. Pursuant to P.L. 2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring, and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or Court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from nonresidential development.
- c. This section establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this section shall be used for the sole purpose of providing low- and moderate-income housing. This section shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.
- d. *Basic Requirements.*
 1. This section shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.
 2. The Borough of Tenaflly shall not spend development fees until COAH has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

- e. *Definitions.* The following terms, as used in this section, shall have the following meanings:

Affordable housing development shall mean 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 one hundred (100%) percent affordable development.

Council on affordable housing shall mean the New Jersey Council on Affordable Housing established under the Fair Share Housing Act, which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

Demolished shall mean any act or process that renders more than fifty (50%) percent of a structure or building unsafe for human occupancy or use shall be considered demolished for the purposes of this section.

Developer shall mean the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

Development fee shall mean funds paid by any person for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

Equalized assessed value shall mean 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 shall mean those strategies that minimize the impact of development on the environment, and enhance the health, safety, and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

Living space shall mean all internal areas of a dwelling with a floor to ceiling height of greater than six (6) feet, exclusive of garages which are not to be considered as living space.

Natural disaster shall mean a catastrophic event, such as a hurricane, flood, earthquake, volcanic eruption, landslide, blizzard, or other natural phenomena that causes extensive human casualties, property damage, or both.

(Ord. No. 08-29 § 1)

35-606.2 Residential Development Fees.

a. *Imposed Fees.*

1. For all residential developments, residential developers shall pay a fee of one and one-half (1.5%) percent of the equalized assessed value for residential development, provided no increased density is permitted.
2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of six (6%) percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four (4) units to be constructed on a site that was zoned for two (2) units, the fees could equal one and a half (1 1/2%) percent of the equalized assessed value on the first two (2) units; and the specified higher percentage up to six (6%) percent of the equalized assessed value for the two (2) additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

b. *Eligible Exactions, Ineligible Exactions, and Exemptions for Residential Development.*

1. Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval prior to the adoption of a Municipal Development Fee Ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, except that expansion of an existing residential structure which increases the living space by less than twenty (20%) percent and/or the volume of the existing structure by less than twenty (20%) percent shall be exempt from paying a development fee. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
4. A dwelling that is constructed as a replacement for a dwelling that was demolished as a result of a fire, flood or natural disaster shall be exempt from paying a development fee. The dwelling that is constructed as a replacement dwelling must be constructed on the same site as the dwelling that was demolished as a result of a natural disaster.

(Ord. No. 08-29 § 1; Ord. No. 11-16 § 1)

35-606.3 Nonresidential Development Fees.

a. *Imposed Fees.*

1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5%) percent of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.
2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 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 nonresidential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and one-half (2.5%) percent shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final Certificate of Occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

(Ord. No. 08-29 § 1)

35-606.4 Eligible Exactions, Ineligible Exactions, and Exemptions for Nonresidential Development.

- a. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two and one-half (2.5%) percent development fee, unless otherwise exempted below.
- b. The two and one-half (2.5%) percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations, and repairs.
- c. Nonresidential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L. 2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
- d. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three (3) years after that event or after the issuance of the final Certificate of Occupancy of the nonresidential development, whichever is later.
- e. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within forty-five (45) days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Borough as a lien against the real property of the owner.

(Ord. No. 08-29 § 1)

35-606.5 Collection Procedures.

- a. Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- b. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF" State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provide in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated final assessments as per the instructions provided in Form N-RDF.

- c. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- d. Within ninety (90) days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- e. The Construction Official responsible for the issuance of a final Certificate of Occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- f. Within ten (10) business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- g. Should the Borough fail to determine or notify the developer of the amount of the development fee within ten (10) business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L. 2008, c.46 (C.40:55D-8.6).
- h. Fifty (50%) percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of Certificate of Occupancy.
- i. *Appeal of Development Fees.*
 - 1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Borough. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within forty-five (45) days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Borough. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

(Ord. No. 08-29 § 1)

35-606.6 Affordable Housing Trust Fund.

- a. There is hereby created a separate, interest-bearing Housing Trust Fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- b. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - 1. Payments in lieu of on-site construction of affordable units;
 - 2. Developer contributed funds to make ten (10%) percent of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - 3. Rental income from municipally operated units;

4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with the Borough's affordable housing program.
- c. Within seven (7) days from the opening of the trust fund account, the Borough shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, 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. All interest accrued in the Housing Trust Fund shall only be used on eligible affordable housing activities approved by COAH.

(Ord. No. 08-29 § 1)

35-606.7 Use of Funds.

- a. The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the Housing Trust Fund may be used for any activity approved by COAH to address the Borough's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or State standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, 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 Borough for past housing activities.
- c. At least thirty (30%) percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third (1/3) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty (30%) percent or less of median income by region.
 1. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
 2. Affordability assistance to households earning thirty (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 thirty (30%) percent or less of median income.
 3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- d. The Borough may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- e. No more than twenty (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 consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or and affirmative marketing program. In the case of a rehabilitation program, no more than twenty (20%) percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the

turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the Affordable Housing Trust Fund.

(Ord. No. 08-29 § 1; Ord. No. 11-16 § 2)

35-606.8 Monitoring.

The Borough shall complete and return to COAH all monitoring forms included in the annual monitoring report related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, and 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 the Borough's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH. (Ord. No. 08-29 § 1)

35-606.9 Ongoing Collection of Fees.

The ability for the Borough to impose, collect, and expend development fees shall expire with its substantive certification on the date of expiration of substantive certification unless the Borough has 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. If the Borough fails to renew its ability to impose and collect development fees prior to the date of expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L. 1985, c.222 (C.52:27D-320). The Borough shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the Borough retroactively impose a development fee on such a development. The Borough will not expend development fees after the expiration of its substantive certification. (Ord. No. 08-29 § 1)

A-3: Housing Rehabilitation Program Ordinance

Article XII Housing Rehabilitation Program Ordinance Provisions

35-1201 OWNER ELIGIBILITY.

Owners of houses within the Borough of Tenaflly are eligible for the technical and financial assistance made available through the "Housing Rehabilitation Program," provided the following:

a. The owner must be a "very-low" (defined as households earning 30% or less of the regional median income by household size), "low" or "moderate" income household as defined in the applicable provisions of the "Substantive Rules" of the New Jersey Council On Affordable Housing (COAH) at N.J.A.C. 5:93-1, et seq. or must agree to rent the house to be rehabilitated to either a "very-low," "low" or "moderate" income household;

b. The unit proposed to be rehabilitated must be a housing unit with health and safety code violations that require the repair or replacement of a "major system" as determined in writing by the Borough Construction Code Official upon inspection of the unit relative to the prevailing standards of the "BOCA National Existing Structures Code." The term "major system" includes a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or a load bearing structural system;

c. The proposed rehabilitation activity shall be limited to the repair or replacement of a "major system" as defined hereinabove, and shall not include luxury improvements, the purchase of appliances or improvements that are strictly cosmetic;

d. The proposed rehabilitation activity shall be deemed by the Borough Construction Code Official, in writing, to be sufficient to remove the applicable existing health and safety code violation(s) and to bring the unit up to the standards of the "BOCA National Existing Structures Code"; and

e. The owner must agree, in writing, to comply with all of the applicable requirements of these "Housing Rehabilitation Program" ordinance provisions.

(Ord. No. 02-22 § 1201)

35-1202 CONDITIONS.

a. The rehabilitated housing unit shall be occupied only by a household which is either a "very-low," "low" or a "moderate" income household at the time of initial occupancy of the unit subsequent to its rehabilitation.

b. Each rehabilitated housing unit shall, for a period of at least six (6) years from the date of the issuance of a Certificate of Occupancy in the case of an owner-occupied unit, or for a period of at least ten (10) years in the case of a rental unit, be occupied only by a "low" or "moderate" income household.

c. Rents of rehabilitated housing units shall be affordable to "low" or "moderate" income households in accordance with the applicable provisions at N.J.A.C. 5:93-7.4 of COAH's "Substantive Rules", and shall specifically include an allowance for utilities in accordance with N.J.A.C. 5:93-7.4(h).

d. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the rehabilitated housing unit is located running with the land and limiting its subsequent rental or sale within the requirements of paragraphs b. and c. above.

e. The "Housing Rehabilitation Program" program shall be affirmatively marketed to the "Northeast Housing Region" consisting of Bergen, Hudson, Passaic and Sussex Counties in accordance with the "Affirmative Marketing Plan" provisions in Section 35-1209.

(Ord. No. 02-22 § 1202)

35-1203 ADMINISTRATION OF THE "HOUSING REHABILITATION PROGRAM."

The Borough of Tenaflly designates the Borough Administrator, or his substitute appointment by resolution, as the "administrative entity" to administer the "Housing Rehabilitation Program" in accordance with the following:

a. The administrative entity shall administer the "Housing Rehabilitation Program" including advertising, income qualifying prospective renters, setting rents and annual rental increases, maintaining a waiting list, distributing the grants and/or low interest loans, securing Certificates of Occupancy, qualifying properties, handling application forms, filing deed restrictions and monitoring reports, and affirmatively marketing the "Housing Rehabilitation Program."

b. The administrative entity shall develop the necessary application and financial statement forms as approved by COAH to be used by an owner of a substandard housing unit applying for a grant or loan for the purpose of rehabilitating the unit.

c. The administrative entity shall develop a "Rehabilitation Manual" that complies with COAH's "Substantive Rules" and summarizes the administration of the Tenaflly Borough "Housing Rehabilitation Program." The "Rehabilitation Manual" shall include a sample copy of the deed or declaration of covenants and restrictions to be applied to property, and also shall describe the following:

1. The staff of the "Housing Rehabilitation Program" and its responsibilities;
2. The procedures for the marketing of the "Housing Rehabilitation Program;"
3. Eligible repairs and improvements;
4. The amount of money available for the rehabilitation;
5. Financing terms;
6. Income qualification criteria;
7. The procedures for filing applications;
8. The procedures for review and approval of the rehabilitation work, including interim inspections; and
9. The length of the affordability controls on the rehabilitated unit.

d. The administrative entity shall maintain a file on each applicant to the Tenaflly Borough "Housing Rehabilitation Program," including the following information:

1. The name of the applicant;
2. If the application is not approved, the reasons for the disapproval;
3. If the application is approved, the following shall be noted:
 - (a) Proof of income eligibility (Federal tax return);
 - (b) The initial inspection report of the Borough Construction Official;
 - (c) The bids submitted by interested contractors;
 - (d) The final contract(s) to do the required work;
 - (e) Periodic reports as to the progress of the required work;
 - (f) A copy of the final inspection report of the Borough Construction Official; and

(g) A copy of the recorded deed or declaration of covenants and restrictions applied to the subject property.

e. The administrative entity shall report quarterly to the Tenaflly Borough Council on the status of the "Housing Rehabilitation Program" in the Borough, including the following information:

1. The number of applicants who have filed for participation in the "Housing Rehabilitation Program;"

2. The number of units found to be substandard housing units which are occupied by "low" or "moderate" income households; and

3. A financial statement for each rehabilitated housing unit and each unit to be rehabilitated, including the amount of money expended or to be expended for actual rehabilitation activities versus administrative costs.

(Ord. No. 02-22 § 1203)

35-1204 FUNDING AND PHASING OF FUNDING.

a. The Borough of Tenaflly shall provide ten thousand (\$10,000.00) dollars per unit for up to the maximum twenty-three (23) units to be rehabilitated during the course of the "Housing Rehabilitation Program." In accordance with COAH's "Substantive Rules," no more than twenty (20%) percent of the rehabilitation costs may be expended for administrative expenses, and the actual rehabilitation costs shall average at least eight thousand (\$8,000.00) dollars per unit in order to maintain eligibility for rehabilitation credits from COAH for all of the assisted dwelling units.

b. The Borough of Tenaflly shall provide eighty thousand (\$80,000.00) dollars of the total two hundred thirty thousand (\$230,000.00) dollars to fund the "Housing Rehabilitation Program" within one (1) year of the date it receives a Judgment of Repose.

c. During each subsequent year, for a period of four (4) additional years, the Borough of Tenaflly shall provide thirty-seven thousand five hundred (\$37,500.00) dollars to fund the "Housing Rehabilitation Program" provided that:

1. No more than thirty-seven thousand five hundred (\$37,500.00) dollars need be in the "Housing Rehabilitation Program" fund during each year subsequent to the first year's funding; and

2. Any unused moneys from a prior year remaining in the fund may be carried forth and credited towards the following year's funding requirement.

(Ord. No. 02-22 § 1204)

35-1205 APPLICATION PROCEDURES.

a. Interested owners shall secure information and application packets from the administrative entity via the Borough Clerk by visiting the Tenaflly Borough Municipal Building during the Borough Clerk's regularly scheduled office hours.

b. Interested owners shall submit a completed application to the administrative entity via the Borough Clerk.

c. The administrative entity shall review the application for completeness and, once an application is complete, determine whether the owner is eligible in accordance with the criteria set forth in Section 35-1201.

d. Upon a determination by the administrative entity that the owner is eligible, the Borough Construction Code Official shall inspect the subject unit to determine whether it has the required health and safety code violations that require the repair or replacement of a "major system" as defined Section 35-1201, paragraph b, and whether or not the proposed description and cost of the work needed to improve the unit will meet the parameters of the "Housing Rehabilitation Program." The Construction Code Official's determination shall be submitted in writing to the Housing Authority.

e. If the Borough Construction Code Official determines that the unit is eligible for rehabilitation, but recommends an amended description and cost estimate of the work necessary to rehabilitate the unit, the applicant will be asked to revise the application to satisfactorily address the comments of the Construction Code Official.

f. When the Borough Construction Code Official determines that the unit is eligible for rehabilitation and that the agreed upon work plan to rehabilitate the unit is satisfactory, the Construction Code Official shall notify the administrative entity in writing.

g. Once the Construction Code Official has notified the administrative entity in writing that the agreed upon work plan to rehabilitate the unit is satisfactory, the administrative entity shall arrange, in consultation with the Tenaflly Borough Council, for a grant and/or a low interest loan in accordance with Section 35-1206. The rehabilitation work may begin as soon as the applicant and the appropriate representative of the administrative entity have signed all necessary agreements.

h. During the course of the completion of the rehabilitation construction, the Borough Construction Code Official periodically shall inspect the unit to make certain that the construction is proceeding satisfactorily in accordance with the approved work plan.

i. After completion of the rehabilitation construction, the Borough Construction Code Official shall inspect the unit and, if the rehabilitation construction has been completed satisfactorily, shall certify in writing to the administrative entity that the rehabilitation work has been completed in accordance with the approved work plan.

j. Should the Borough Construction Code Official find upon inspection that the rehabilitation work has not been completed in accordance with the approved work plan, the Construction Code Official shall so notify the administrative entity which will determine a suitable remedy.

(Ord. No. 02-22 § 1205)

35-1206 LOW INTEREST LOANS.

An eligible owner may receive a grant and/or a low interest loan for the rehabilitation.

a. If a low interest loan is given to the property owner, the administrative entity shall work with the owner to establish a realistic loan repayment schedule.

b. If the applicant does not meet the established loan repayment schedule, the administrative entity shall collect the uncollected funds as well as the accumulated interest at the time of the sale of the unit.

(Ord. No. 02-22 § 1206)

35-1207 TERMS OF LOW INTEREST LOANS.

The following terms shall apply to low interest loans made for the rehabilitation of an eligible housing unit:

a. The administrative entity may make a loan to an applicant for all or a part of the total amount of the cost of rehabilitation. Although the loan will be made to the applicant, the proceeds of the loan will be paid to the individual(s) or business(es) who sell the material and/or labor for the project. Owners who contribute "sweat equity" will not receive financial remuneration for their efforts.

b. The interest rate will be fixed at an annual rate not to exceed two (2%) percent.

c. Payments on the loan principal and interest will be deferred for a ten (10) year period, since all units are to be rental units.

d. Payment of the loan principal and the interest due will become payable in full at the end of ten (10) years, unless the owner elects to continue the affordability controls on the "Affordable Unit" for an appropriate period of time, in which case the loan principal and the interest due will become payable when the affordability control cease. No interest will be charged after the tenth (10th) year if the owner chooses to defer repayment of the loan principal in exchange for extending the affordability controls on the "Affordable Unit."

(Ord. No. 02-22 § 1207)

35-1208 PRIORITY FOR FINANCIAL ASSISTANCE.

In the event that sufficient funds are not available to provide grants and/or low interest loans to every eligible owner, at least fifty (50%) percent of the available assistance shall be awarded to applications that will result in the rehabilitation of housing units occupied by "low" income households. (Ord. No. 02-22 § 1208)

35-1209 REHABILITATION MARKETING PLAN.

The administrative entity shall be responsible to prepare and execute a "Rehabilitation Marketing Plan" which shall, at a minimum, consist of the following:

- a. At least one (1) well publicized public meeting to be held in the Tenaflly Borough Municipal Building to discuss and explain the "Housing Rehabilitation Program;"
- b. A large poster highlighting the main features of the "Housing Rehabilitation Program" to be prepared and hung in the Tenaflly Borough Municipal Building at all times;
- c. The issuance of periodic press releases to the Bergen Record and the official newspapers of Tenaflly Borough regarding the "Housing Rehabilitation Program" in order to promote interest in the "Housing Rehabilitation Program;" and
- d. Program marketing materials will be prepared by the administrative entity which shall summarize the "Housing Rehabilitation Program." Marketing materials shall be mailed to all residents of the Borough of Tenaflly prior to March 31st of each calendar year included in COAH's "Substantive Certification" of Tenaflly Borough. The marketing materials will discuss all terms, conditions and eligibility criteria, including the following:
 1. The administrative entity and its responsibilities regarding the "Housing Rehabilitation Program;"
 2. The eligible repairs and improvements to a substandard housing unit;
 3. The amount of money available for the repairs and improvements;
 4. The financing terms of low interest loans;
 5. The criteria for owner eligibility;
 6. The application procedures;
 7. The procedures for review and approval of the repairs and improvements by the Borough Construction Code Official, including periodic inspections of the work in progress; and
 8. The duration of the affordability controls to be contained within the deed or the declaration of covenants and restrictions.

A-4: Draft Mandatory Affordable Housing Set-Aside Ordinance

Borough of Tenaflly

ORDINANCE NO. XX-XX

AN ORDINANCE TO CREATE A NEW ARTICLE XIV OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF TENAFLY, ENTITLED "MANDATORY AFFORDABLE HOUSING SET-ASIDE"

BE IT ORDAINED by the Mayor and Council of the Borough of Tenaflly, County of Bergen, and State of New Jersey, as follows:

Section 1. That Article XIV shall be created as follows:

Section 35-1401. Purpose

- A. Except as otherwise regulated in this chapter, any development application proposing five (5) or more new dwelling units shall be required to set aside twenty percent (20%) of said lots or units are for-sale or fifteen percent (15%) of said lots or units are for-rent for affordable housing.
- B. This requirement shall apply for all new multi-family residential development of five (5) or more units that become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted, or new redevelopment plan.
- C. This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Borough of Tenaflly to grant such rezoning, variance or other relief. A property shall not be permitted to be subdivided so as to avoid compliance with this requirement.

Section 2. Any and all other ordinances or parts thereof in conflict or inconsistent with any of the terms hereof are hereby repealed to such extent as they are so in conflict or inconsistent.

Section 3. This Ordinance shall take effect immediately upon final passage and publication as required by law.

A-5: Affirmative Marketing Plan

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION # _____

OFFERED BY: _____

SECONDED BY: _____

At a Regular Meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on _____.

WHEREAS, pursuant to the Judgment of Compliance and Repose filed on July 7, 2018, Superior Court of New Jersey, Law Division, Bergen County, Docket No. BER-L-6124-15, and pursuant to the Settlement Agreement between the Borough and Fair Share Housing Center, dated June 12, 2018, and the terms of the Borough's Affordable Housing Ordinance, Ordinance No. _____, adopted on _____, the Borough is required to adopt, by Resolution, an Affirmative Marketing Plan to ensure that all affordable housing units created within the Borough are affirmatively marketed to very-low, low-, and moderate-income households, particularly those living and/or working within Housing Region 1, the Housing Region encompassing the Borough of Tenafly.

NOW, THEREFORE, BE IT RESOLVED by the Major and Council of the Borough of Tenafly, County of Bergen, State of New Jersey as follows:

1. The Borough Council hereby adopts the Affirmative Fair Housing Marketing Plan for Affordable Housing in Region 1 in the form annexed hereto and made a part hereof.
2. All affordable units in the Borough of Tenafly shall be marketed in accordance with the provision of this Resolution and the attached form of Affirmative Fair Housing Marketing Plan for Affordable Housing in Region 1 unless otherwise provided by law or regulation of the State of New Jersey.
3. The attached Affirmative Fair Housing Marketing Plan shall apply to all developments in the jurisdiction of the Borough that contain or will contain very low-, low- and moderate-income units, including those that are part of the Borough's Fair Share Plan and those that may be constructed in future developments not yet anticipated by the Fair Share Plan.
4. All developers/owners of existing affordable housing units and their respective Administrative Agents shall amend their Affirmative Marketing Plan and comply with the regional marketing strategies set forth in this Resolution and the attached Affirmative Fair Housing Marketing Plan adopted by the Borough.
5. The Affirmative Fair Housing Marketing Plan shall be implemented by a qualified Administrative Agent under contract to the developer/owner of the affordable housing units, whose designation is approved by

a resolution of the Borough Council. All of the costs associated with the services of the Administrative Agent, advertising and affirmative marketing of the affordable housing units shall be borne by the developer/owner of the affordable housing units.

6. In implementing the Affirmative Fair Housing Marketing Plan, all Administrative Agents shall undertake, at a minimum, the following strategies:
 - a. Publication of one advertisement in a newspaper of general circulation throughout the entire Housing Region 1.
 - b. Broadcast of one advertisement by a radio station broadcasting throughout the entire Housing Region 1.
 - c. At least one additional regional marketing strategy using one of the other sources listed on the attached Affirmative Marketing Plan.
 - d. Provide notice of available housing units to the following groups/organizations: Fair Share Housing Center, the New Jersey State Conference of the NAACP, Bergen County NAACP, Jersey City NAACP, Paterson NAACP, Passaic NAACP, Hoboken NAACP, the Latino Action Network, the Bergen County Housing Authority, Northeast New Jersey Legal Services, Bergen Urban League, Garden State Episcopal CDC, Mount Olive Baptist Church, Urban League Affordable Housing & CDC, Bergen County Housing Coalition, Fair Housing Council of Northern New Jersey, New Jersey Community Development, Advance Housing, Paterson Habitat for Humanity, Family Promise of Bergen County, Saint Paul's Community Develop Corp., Supportive Housing Associates of New Jersey, Islamic Center of New Jersey, and Monarch Housing Associates.
7. 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 the region. It is a continuing program that directs all marketing activities towards the Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Borough of Tenafly is located in Housing Region 1, consisting of Bergen, Hudson, Passaic, and Sussex Counties.
8. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following minimum requirements:

- a. All newspaper articles, announcements, advertisements and requests for applications for very low-, low-, and moderate-income units shall appear in the Star Ledger.
- b. The primary marketing shall take the form of at least one press release and a paid advertisement in the above newspapers at the start of the affirmative marketing process. Additional advertising and publicity shall be on an "as needed" basis. All press releases and advertisements shall be approved in advance by the Administrative Agent designated for the affordable housing units. 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 designated for the affordable housing units.
- c. All advertisements shall include at a minimum a description which includes:
 - i. The location of the units;
 - ii. Directions to the units;
 - iii. Range of prices for the units;
 - iv. Size of units as measured in number of bedrooms;
 - v. Maximum income permitted to qualify for the units;
 - vi. Location of applications;
 - vii. Business hours when interested households may obtain an application; and
 - viii. Application fees, if any.
- d. Newspaper articles, announcements and information on where to request applications for very low-, 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 within Bergen County and the other two of which shall be circulated primarily outside of Bergen County but within Housing Region 1.
- e. Applications, brochures, signs and/or posters used as part of the affirmative marketing program shall be available/posted in the following locations:
 - i. Tenaflly Borough Hall;
 - ii. Borough Public Library
 - iii. Bergen County Library
 - iv. Bergen County Administration Building
 - v. Developer's Sales/Rental Office

- f. Applications shall be mailed by the Administrative Agent designated for the affordable housing units to prospective applicants upon request. Applications shall also be available at the developer's sales/rental office and shall be mailed to prospective applicants upon request.
- g. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organization(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 the groups/organizations and major regional employers identified on the Tenafly Affirmative Fair Housing Marketing Plan for Affordable Housing in Region 1, attached hereto and made a part of this Resolution.
- h. A random selection method to select occupants of very low-, low- and moderate-income housing units will be used by the respective Administrative Agent designated for the affordable housing units in conformance with N.J.A.C. 5:80-26.16. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 1 comprised of Bergen, Hudson, Passaic and Sussex Counties.
- i. The respective Administrative Agent for affordable housing units shall administer the Affirmative Marketing Plan. The respective Administrative Agent has the responsibility to income qualify very low-, low-, and moderate-income households; to place income eligible households in very low-, low- and moderate-income units upon initial occupancy; to provide for the initial occupancy of very low-, 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 very low-, low-, and moderate-income households; and to enforce the terms of the deed restriction and mortgage loan, if applicable, as per N.J.A.C. 5:80-26.1 et seq.
- j. The respective Administrative Agent for affordable housing units shall provide or direct qualified very low-, 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.
- k. All developers/owners of very low-, low- and moderate-income housing units in the Borough 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 their contracted Administrative Agent.
- l. 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 very low-, low- and moderate-income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary.

m. The respective Administrative Agent shall provide the Municipal Housing Liaison for the Borough of Tenafly with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C. 5:80-26.1 et seq.

9. A copy of this Resolution and the attached Tenafly Affirmative Fair Housing Marketing Plan for Affordable Housing in Region 1 shall be provided to all designated Administrative Agents for existing affordable housing units in the Borough and to all developers/owners of future affordable housing units.

10. This Resolution shall take effect immediately.

CERTIFICATION

I, Lissette Aportela, Borough Clerk of the Borough of Tenafly hereby certify the foregoing to be a true copy of a Resolution adopted by the governing body of the Borough of Tenafly at a duly convened meeting held on

Lissette Aportela, MPA, RMC, CMC
Borough Clerk

	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
BARZELATTO					GROSSMAN				
BASCH					HAIDER				
DAYTON					PARK				

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON

Lissette Aportela, MPA, RMC, CMC
Borough Clerk

BOROUGH OF TENAFLY

AFFIRMATIVE FAIR HOUSING 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.)

1a. Administrative Agent Name, Address, Phone Number Community Action Services PO Box 6025 East Brunswick, NJ 08816 732-485-0756		1b. Development or Program Name, Address Borough of Tenaflly Affordable Housing Program	
1c. Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From: TBD To: TBD	1e. State and Federal Funding Sources (if any) N/A	
1f. ☐ Age Restricted ☒ Non-Age Restricted	1g. Approximate Starting Dates Advertising: As Needed Occupancy: AS Appropriate		
1h. County Bergen, Hudson, Passaic, Sussex		1i. Census Tract(s): TBD	
1j. Managing/Sales Agent's Name, Address, Phone Number: – Community Action Services Steven Weinberg PO Box 6025 East Brunswick, NJ 08816 732 485-0756			
1k. Application Fees (if any): TBD			

(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.

The Administrative Agent will assign random numbers to each affordable housing applicant for each Tenaflly affordable housing project through a computerized random number generator. Following Tenaflly's initial lottery for a given project, the lottery numbers in any subsequent lottery will begin after the last existing lottery number on the Tenaflly waiting list for that project. Applicants with existing lottery numbers will retain their lottery numbers.

After the list of applications submitted for a specific project during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Preapplication Date) - first come, first served.

In addition to the random number assigned to the household and/or the Preapplication date, there are other factors impacting waiting priority which are described below.

- **Regional Preference:** Applicants that indicated that they lived or work in Tenaflly's Affordable Housing Region 1 (Hudson, Bergen, Passaic or Sussex Counties) will be contacted first. Once those applicants are exhausted, New Jersey resident applicants outside Region 1 will be contacted. Once all New Jersey resident applicants are exhausted, applicants not living in New Jersey will be contacted.
- **Household Size:** Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no in-region households with a person for each bedroom size, units will be offered to smaller sized in-region households that do not have a person for each bedroom. The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor. A household can be eligible for more than one unit size category.
- **Fully Accessible Units:** A household with a person with physical disabilities will get preference on the waiting list for the very limited number of accessible units that might be included in a given affordable housing project. If there is more than one household with a person with physical disabilities on the waiting list, in-region households with a person for each bedroom will be contacted first. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.

WEB SITES:

New Jersey Housing Resource Center: (<https://www.nj.gov/njhrc/>) A free online listing of affordable housing

Tenaflly Borough: (<http://www.tenafllynj.org>) A link from municipal website

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) ☒ Black (non-Hispanic) ☒ Hispanic ☐ American Indian or Alaskan Native			
☐ Asian or Pacific Islander ☐ Other group:			
3b. HOUSING RESOURCE CENTER (www.njhousing.gov) A free, online listing of affordable housing			
☐			
3c. Commercial Media (required) (Check all that applies)			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 1			
Daily Newspaper			
☒	Once at the start of the affirmative marketing process	Star-Ledger	Northern and Central New Jersey
TARGETS PARTIAL HOUSING REGION 1			
Daily Newspaper			
☐		Record, The	Bergen
☐		Jersey Journal	Hudson
☐		Herald News	Passaic
☐		New Jersey Herald	Sussex
TARGETS PARTIAL HOUSING REGION 1			
Non-Daily Newspaper			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
☐		Bayonne Community News	Hudson
☐		Northern Valley Suburbanite	Northern Bergen
☐		Teaneck Suburbanite	Teaneck, Bergen
☐		Twin Boro News	Northern Bergen
☐		Shopper News	Bergen
☐		The Ramsey Reporter	Ramsey, Bergen
☐		The Town Journal	Franklin Lakes, Bergen
☐		The Village Gazette	Ridgewood, Bergen
☐		Messenger	Garfield, Bergen

☐		Observer	Hasbrouck Heights, Bergen
☐		Weekly News	Hasbrouck Heights, Bergen
☐		Hawthorne Press	Hawthorne, Passaic
☐		Journal America	Passaic
☐		Hoboken Reporter	Hoboken, Hudson
☐		Hudson Current	Hudson
☐		Jersey City Register	Hudson
☐		The Shoppers' Friend	Sussex
☐		The Commercial Leader	Lyndhurst, Bergen
☐		North Bergen Register	Hudson
☐		Secaucus Reporter	Secaucus, Hudson
☐		Weehawken Reporter	Weehawken, Hudson
☐		West New York/Union City Reporter	West New York/Union City, Hudson
☐		Observer	Hudson
☐		The Commercial Leader	Lyndhurst, Bergen
☐		The Leader Free Press	Lyndhurst, Bergen
☐		News Leader of Rutherford	Rutherford, Bergen
☐		North Arlington Leader	North Arlington, Bergen
☐		Our Town	Maywood, Bergen
☐		The Ridgewood Times – Zone 2	Midland Park/Ridgewood, Bergen
☐		The Villadom Times Midland Park	Midland Park/Ridgewood, Bergen
☐		The Palisadian	Bergen
☐		Aim Community News/Aim Action Ads	Passaic
☐		Shoppers Guide to Sussex County	Sussex
☐		Bergen News	Bergen
☐		Press Journal	Palisades Park, Bergen
☐		Korean Bergen News	Bergen
☐		Sun Bulletin	Bergen
☐		News Beacon	Paramus
☐		Slovak Catholic Falcon	(Slovak/English) Passaic
☐		Independence News	Passaic

☐		Home and Store News	Bergen
☐		Our Town	Northern Bergen
☐		The Glen Rock Gazette	Glen Rock, Bergen
☐		Ridgewood News	Ridgewood, Bergen
☐		Suburban News	Northern Bergen
☐		Town News	Northern Bergen
☐		Wyckoff Suburban News	Wyckoff, Bergen
☐		The South Bergenite	Southern Bergen
☐		Secaucus Home News	Secaucus, Hudson
☐		The Advertiser	Sussex
☐		The Advertiser News	Sussex
☐		Sparta Independent	Sparta, Sussex
☐		Sussex County Chronicle	Sparta, Sussex
☐		The Connection Newspaper	Southern Bergen
☐		Jewish Community News	(Jewish) Bergen
☐		Jewish Standard	(Jewish) Bergen
☐		Avance	(Spanish) Hudson
☐		Continental	(Spanish) Hudson
☐		La Tribuna de North Jersey	(Spanish) Hudson
☐		The Argus	West Paterson, Passaic
☐		Suburban Life	Passaic
☐		Today Newspaper	Passaic
☐		Community Life	Northern Bergen
☐		Wood Ridge Independent	Wood Ridge
TARGETS ENTIRE HOUSING REGION 1			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
☐		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 Broadcastng 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 HOUSING 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 WNXV-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 Authority	Passaic, Sussex
☐		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 HOUSING 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

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 1			
AM			
☐		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 HOUSING 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
☐		WWYY 107.1	Sussex

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)				
	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE	
TARGETS ENTIRE HOUSING REGION 1				
Bi-weekly				
☐		Al Manassah		Arab-American
Monthly				
☐		Sino Monthly	North Jersey/NYC area	Chinese-American

TARGETS PARTIAL HOUSING 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, Greebrook, Linden, Lydenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language
X		Su Guia	Bergen and Passaic	Spanish-Language
☐		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
☐		Ukranian Weekly	New Jersey	Ukranian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Hudson County			
☒	A flyer will be mailed once at the start of the affordable marketing process	United Parcel Service Inc. NY Corp	492 County Ave, Secaucus, NJ 07094
☒	A flyer will be mailed once at the start of the affordable marketing process	USPS	80 County Road, Jersey City, Nj 07097
☐		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, 07097
☐		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, NJ
☐		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, NJ
☐		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, NJ
☐		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, NJ

Bergen County			
X	A flyer will be mailed once at the start of the affordable marketing process	Hackensack University Medical Center	30 Prospect Ave, Hackensack, NJ 07601
☐		Professional Employer Group Service	2050 Center Ave Ste 336 Fort Lee
☐		County of Bergen, NJ	1 Bergen County Plaza Hackensack, NJ 07601
☐		Society of the Valley Hospital	223 N Van Dien Ave Ridgewood
X	A flyer will be mailed once at the start of the affordable marketing process	NJ Sports & Expo Authority	One Decorte Park Plaza PO Box 640 Lyndhurst, NJ 07071
☐		Merck-Medco Managed Care LLC	100 Parsons Pond Dr. Franklin Lakes 07417
☐		Quest Diagnostics Incorporated	1 Malcolm Ave Teterboro ,NJ 07608
☐		AT&T	15 E Midland Ave Paramus
X	A flyer will be mailed once at the start of the affordable marketing process	Englewood Hospital and Medical Center	350 Engle St., Englewood, NJ 07631
X	A flyer will be mailed once at the start of the affordable marketing process	Aramark Services Management of NJ Inc	50 Route 120 East Rutherford, NJ 07073
☐		Holy Name Hospital	718 Teaneck Road Teaneck
☐		Doherty Enterprises Inc	7 Pearl Ct Allendale
X	A flyer will be mailed once at the start of the affordable marketing process	Bergen Regional Medical Center	230 East Ridgewood Ave., Paramus, NJ 07652
☐		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 Macoprin Rd Bloomingdale, NJ 07403
☐		Acme Markets	467 AllWood Rd Clifton, NJ 07012
X	A flyer will be mailed once at the start of the affordable marketing process	St. Mary's Hospital	350 Boulevard Passaic, NJ 07055

☐		Merry Maids	14 Riverside Square Mall, Bloomingdale, NJ 07403
☐		Health Center at Bloomingdale	255 Union Ave Bloomingdale, NJ 07403
☐		Sommers Plastic Product Co. Inc.	31 Styertowne Rd Clifton, NJ 07012
X	A flyer will be mailed once at the start of the affordable marketing process	St. Joseph's Hospital	703 Main St. Paterson, NJ 07503
☐		BAE Systems	164 Totowa Rd, Wayne, NJ 07470
X	A flyer will be mailed once at the start of the affordable marketing process	Drake Bakeries Inc	75 Demarest Dr, Wayne, NJ 07470
☐		Toys R Us National Headquarters	1 Geoffrey Way, Wayne, NJ 07470
☐		GAF Materials Corporation	1361 Alps Rd, Wayne, NJ 07470
☐		Valley National Bank Headquarters	1455 Valley Road Wayne, New Jersey 07470

Sussex County			
☐		Selective Insurance	40 Wantage Ave, Branchville, NJ
X	A flyer will be mailed once at the start of the affordable marketing process	Andover Subacute and Rehab Center	99 Mulford Rd Bldg 2, Andover, NJ 07821
☐		Mountain Creek Resorts	200 State Rt 94, Vernon, NJ
☐		County of Sussex	One Spring Street, Newton, NJ 07860
X	A flyer will be mailed once at the start of the affordable marketing process	Newton Memorial Hospital Inc.	175 High St, Newton, NJ 07860
☐		Vernon Township Board of Education	539 State Rt 515, Vernon, NJ
☐		F.O. Phoenix (Econo-Pak)	1 Wiebel Plz, Sussex, NJ
☐		Hopatcong Board of Education	2 Windsor Ave, Hopatcong, NJ
X	A flyer will be mailed once at the start of the affordable marketing process	Saint Clare's Hospital	20 Walnut St, Sussex, NJ 07461
X	A flyer will be mailed once at the start of the affordable marketing process	Ames Rubber Corp	19 Ames Blvd, Hamburg, NJ 07419

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Fair Share Housing Center	Statewide	Low income minorities	1 notice when units are first available
Latino Action Network	Statewide	Latino	1 notice when units are first available
New Jersey State Conference of NAACP	Statewide	African American	1 notice when units are first available
Mexican American Progress Movement	Bergen-Passaic	Latino	1 notice when units are first available

The New Jersey State Conference of the NAACP	Statewide	African American	1 notice when units are first available
Bergen County NAACP	Bergen	African American	1 notice when units are first available
Jersey City NAACP	Union	African American	1 notice when units are first available
Paterson NAACP	Passaic	African American	1 notice when units are first available
Passaic NAACP	Passaic	African American	1 notice when units are first available
Hoboken NAACP	Union	African American	1 notice when units are first available
The Bergen County Housing Authority	Bergen	Low income minorities	1 notice when units are first available
Northeast New Jersey Legal Services	Bergen-Passaic	Low income minorities	1 notice when units are first available
Bergen Urban League	Bergen	African American	1 notice when units are first available
Garden State Episcopal CDC	Statewide	Low income minorities	1 notice when units are first available
Mount Olive Baptist Church	Bergen	African American	1 notice when units are first available
Urban League Affordable Housing & CDC	Statewide	African American	1 notice when units are first available
Bergen County Housing Coalition	Bergen	Low income minorities	1 notice when units are first available
Fair Housing Council of Northern New Jersey	Region 1	Low income minorities	1 notice when units are first available
New Jersey Community Development Corp.	Passaic	Low income minorities	1 notice when units are first available
Advance Housing, Paterson Habitat for Humanity	Passaic	Low income minorities	1 notice when units are first available
Family Promise of Bergen County	Bergen	Low income minorities	1 notice when units are first available
Saint Paul's Community Develop Corp	Passaic	Low income minorities	1 notice when units are first available
Supportive Housing Associates of New Jersey	Statewide	Low income minorities	1 notice when units are first available
Islamic Center of Passaic and Paterson	Passaic	Islamic minorities	1 notice when units are first available
Monarch Housing Associates	Statewide	Low income minorities	1 notice when units are first available

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X	Sussex County Main Library	125 Morris Turnpike, Newton, NJ 07860
X	Hudson County Administration Building	595 Newark Avenue, Jersey City, NJ 07306
X	Passaic County Administration Building	401 Grand Street, Paterson, NJ 07505 (973) 225-3632
X	Bergen County Administration Building	One Bergen County Plaza, Hackensack, NJ 07601 (201)336-6000
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Tenaflly Municipal Building, 100 Riveredge Road, Tenaflly NJ 07670, Valerie Nicolosi, MHL		
4c. Sales/Rental Office for units (if applicable) Will vary based on development		

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: <u>Municipality's substantive certification</u> or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).	
Valerie Nicolosi _____ Name (Type or Print)	
Borough Municipal Housing Liaison Borough of Tenaflly _____ Title/Municipality	
_____ Signature	_____ Date

A-6: Spending Plan

BOROUGH OF TENAFLY

Bergen County, New Jersey Spending Plan

September 2018

INTRODUCTION

The Borough of Tenaflly 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 affordable housing regulations of the New Jersey Department of Community Affairs (the Department) (N.J.A.C. 5:91 et seq. and N.J.A.C. 5:93 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved through a Judgment of Compliance on July 2, 2003 and adopted by the municipality.

As of September 17, 2018, the Borough of Tenaflly has a balance of \$2,514,417.96. 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 the Valley National 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.

1. REVENUES FOR CERTIFICATION PERIOD

It is anticipated that, during the period of Third Round substantive certification, the Borough of Tenaflly will add an additional \$2,667,873 to its affordable housing trust fund. This is detailed below:

- (a) Development Fees. It is anticipated that the Borough of Tenaflly will collect an average of \$150,000 per year in development fees for its Affordable Housing Trust Fund during the Third Round. As such, the Borough anticipates that a total of \$1,050,000.00 in development fees will be generated between January 1, 2019 and December 31, 2025.
- (b) Payment in lieu (PIL) or Other Funds. The Borough of Tenaflly does not currently anticipate the contribution of any payments in lieu or other funds towards the municipal affordable housing trust fund during the period of Third Round substantive certification.
- (c) The Borough of Tenaflly anticipates that the projected revenue in the municipal affordable housing trust fund will generate approximately \$21,630.00 in total interest between January 1, 2019 and December 31, 2025.

Source of Funds	Projected Revenues – Affordable Housing Trust Fund 2018 through 2025							
	2019	2020	2021	2022	2023	2024	2025	Total
(a) Development Fees	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,050,000.00
(b) Payment in Lieu of Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
(c) Other Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
(d) Interest	\$3,090.00	\$3,090.00	\$3,090.00	\$3,090.00	\$3,090.00	\$3,090.00	\$3,090.00	\$21,630.00
Total	\$153,090	\$153,090	\$153,090	\$153,090	\$153,090	\$153,090	\$153,090	\$1,071,630.00

In sum, the Borough of Tenaflly projects a total of \$1,071,630.00 in revenue to be collected between January 1, 2019 and December 31, 2025. This projected amount, when added to the Borough's current trust fund balance of \$2,514,417.96, results in a total anticipated trust fund balance of \$3,586,047.96 available to fund and administer the Borough's affordable housing plan. All interest earned on the account shall 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 Borough of Tenaflly:

(a) Collection of Development Fee Revenues.

Collection of development fee revenues shall be consistent with the Borough of Tenaflly's ordinance for both residential and non-residential developments in accordance with the Department'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 administration of Tenaflly's development fee spending plan will be undertaken by the governing body and the Borough treasurer. First, the governing body will approve the expenditure of development fee revenues. The governing body will then review the request for consistency with the spending plan. If consistent with the plan, the governing body will adopt a resolution authorizing the use and release of trust fund monies. Upon approval of the governing body resolution, the Borough treasurer will be authorized to release the funds.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

The Borough anticipates its affordable housing funds to be utilized as follows:

- (a) Rehabilitation. Pursuant to the Settlement Agreement signed between the Borough of Tenaflly and Fair Share Housing Center (FSHC) dated June 12, 2018, the Borough has a rehabilitation share of four (4) units. In order to address this obligation, the Borough intends to continue its rehabilitation program.

COAH's rules require municipalities to set aside sufficient funds to address one-third of their rehabilitation obligation within one year of substantive certification of their plan. In addition, municipalities are required to set aside sufficient funds to address one-sixth of their rehabilitation obligation each subsequent year of the substantive certification period. As such, the Borough is required to set aside at least \$13,333.33 for the first year following substantive certification, and an additional \$6,666.67 each subsequent year following substantive certification until its rehabilitation share is met.

Nevertheless, in order to better meet the needs of its residents, the Borough will dedicate \$410,000.03 to fund its rehabilitation program. This amount is consistent with its Spending Plan amendment which was approved by the Court on April 13, 2017, as well as with the Borough's aforementioned Settlement Agreement with FSHC. The Borough will set aside \$136,666.68 for the first year of substantive certification, and an additional \$68,333.34 each subsequent year following substantive certification until its rehabilitation share is met.

(b) New Construction.

An amendment to the Borough's Spending Plan was approved by the Court on April 13, 2017. The Borough received approval to allocate up to \$1,300,000 for the acquisition of three lots located along Serpentine Road, which are identified by municipal tax records as Block 715 Lots 11, 12, and 13.

1. Block 715 Lot 12 (9 Serpentine Road) was acquired by the Borough in 2017 for \$440,191.92, plus a \$1,000 appraisal fee.
2. Block 715 Lot 13 (5 Serpentine Road) was acquired by the Borough in 2017 for \$286,387.20, plus a \$2,300 appraisal fee.
3. Block 715 Lot 11 (11 Serpentine Road) has not yet been acquired. A \$1,000 appraisal fee has been spent.

A total of \$569,120.88 remains from the original allocation of \$1,300,000. After acquisition, the Borough proposes to work with a non-profit partner to develop the site for either a special needs or veterans' housing project. It is estimated that four (4) to five (5) units can be achieved on this site.

(c) Affordability Assistance.

Pursuant to N.J.A.C. 5:93-8.16(c), the Borough will commit to spend at least thirty percent (30%) of the revenues collected from development fees towards affordability assistance to very-low, low- and moderate-income households. One-third of that amount must be dedicated to very low-income households. However, development fees collected to finance a rehabilitation program or new construction project are exempt from this requirement.

As set forth above, the Borough of Tenaflly is proposing to contribute \$410,000.03 for rehabilitation from the collection of development fees, and \$1,300,000 for new construction. As of September 17, 2018, the Borough has allocated a total of \$2,043,523.12 towards new construction. Therefore, the Borough will dedicate thirty percent (30%) of its development fee revenues, less its housing activity (both existing and proposed) and its proposed rehabilitation expenditures, towards its affordability assistance program.

As shown in the accompanying table, the Borough projects that approximately \$339,757.44 will be available from the affordable housing trust fund for this purpose through 2025, one-third of which is required to be dedicated for very-low income households. The Borough's affordability assistance program will include down payment assistance, special condominium assessment assistance, emergency repair assistance, emergency/hardship mortgage payment assistance, and rental assistance.

Affordability Assistance Calculation

Actual development fees and interest through 09/17/2018		\$2,514,417.96
Development fees projected 2019-2025	+	\$1,050,000.00
Interest projected 2019-2025	+	\$21,630.00
Less housing activity expenditures through 09/17/2018	-	\$743,523.12
Less "New Construction" housing activity expenditures 09/17/2018-2025	-	\$1,300,000.00
Less "Rehabilitation" housing activity expenditures 2019-2025		\$410,000.03
Total	=	\$1,132,524.81
Calculate 30 percent	x .30 =	\$339,757.44
Less Affordability assistance expenditures through 09/17/2018	-	\$0.00
PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2019 through 12/31/2025	=	\$339,757.44
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2019 through 12/31/2025	÷ 3 =	\$113,252.48

(d) Administrative Expenses

Per N.J.A.C. 5:93-8.16(e), no more than 20% of the revenues collected from development fees shall be expended on administration. The Borough projects that a maximum of \$318,672.79 of housing trust funds will be permitted to be used for administrative purposes through 2025.

Projected administrative expenditures, subject to the 20% cap, include the salaries and benefits for municipal employees and consultant fees necessary to develop or implement the following:

1. An updated Housing Element and Fair Share Plan.
2. A rehabilitation program.
3. An affirmative marketing program.
4. An affordability assistance program.

Actual dev fees and interest thru 09/17/2018		\$2,514,417.96
Projected dev fees and interest 2019 thru 2025	+	\$1,071,630.00
Payments-in-lieu of construction and other deposits thru 09/17/2018	+	\$0.00
Less RCA expenditures thru 09/17/2018	-	\$0.00
Total	=	\$3,586,047.96
Calculate 20 percent	x .20 =	\$717,209.59
Less admin expenditures thru 09/17/2018	-	\$398,536.80
PROJECTED MAXIMUM available for administrative expenses 1/1/2019 thru 12/31/2025	=	\$318,672.79

4. EXPENDITURE SCHEDULE

The Borough of Tenaflly intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. Where applicable, the creation/rehabilitation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows.

PROJECTS/ PROGRAMS	Number of Units Projected	PROJECTED EXPENDITURE SCHEDULE 2019-2025							
		2019	2020	2021	2022	2023	2024	2025	Total
Rehabilitation	4	\$136,666.68	\$68,333.34	\$68,333.34	\$68,333.34	\$68,333.34	\$0.00	\$0.00	\$410,000.04
New Construction		\$569,120.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$569,120.88
Total		\$705,787.56	\$68,333.34	\$68,333.34	\$68,333.34	\$68,333.34	\$0.00	\$0.00	\$979,120.92
Affordability Assistance		\$48,536.78	\$48,536.78	\$48,536.78	\$48,536.78	\$48,536.78	\$48,536.78	\$48,536.78	\$339,757.44
Administration		\$45,524.68	\$45,524.68	\$45,524.68	\$45,524.68	\$45,524.68	\$45,524.68	\$45,524.68	\$318,672.79
Total		\$1,505,636.58	\$230,728.14	\$230,728.14	\$230,728.14	\$230,728.14	\$94,061.46	\$94,061.46	\$2,616,672.08

5. EXCESS OF SHORTFALL OF FUNDS

In the event of any expected or unexpected shortfall if the anticipated revenues are not sufficient to implement the plan, the Borough of Tenaflly will handle the shortfall of funds through adopting a resolution with an intent to bond.

In the event of excess funds, or in the event that the amount spent on administration is less than projected, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be reserved for additional affordable housing activity.

6. SUMMARY

The Borough of Tenaflly intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:91 et seq. and N.J.A.C. 5:93 et seq. consistent with the housing programs outlined in the Housing Plan Element dated October 5, 2018.

The Borough of Tenaflly has a balance of \$2,514,417.96 as of September 17, 2018, and anticipates an additional \$1,071,630.00 in revenues through 2025 for a total of \$3,586,047.96.

The Borough will dedicate \$569,120.88 towards new construction, \$410,000.00 towards its rehabilitation program, \$339,757.44 to render units more affordable, and \$318,672.79 to administrative costs. Any shortfall of funds will be offset by a resolution to bond. The Borough will dedicate any excess funds or remaining balance toward its rehabilitation program and/or affordability assistance program.

SPENDING PLAN SUMMARY	
Balance as of September 17, 2018	\$2,514,417.96
PROJECTED REVENUE 2019-2025	
Development fees	+ \$1,050,000.00
Payments in lieu of construction	+ \$0.00
Other funds	+ \$0.00
Interest	+ \$21,630.00
TOTAL PROJECTED REVENUE	= \$3,586,047.96
PROJECTED EXPENDITURES 2019-2025	
Funds used for Rehabilitation	- \$410,000.04
Funds used for New Construction	
1. <i>Purchase of 11 Serpentine Road</i>	- \$569,120.88
Affordability Assistance	- \$339,757.44
Administration	- \$318,672.79
TOTAL PROJECTED EXPENDITURES	= \$1,227,551.12
EXCESS FUNDS OR REMAINING BALANCE RESERVED FOR ADDITIONAL AFFORDABLE HOUSING ACTIVITY	
1. <i>Additional Funds for Rehabilitation</i>	- \$1,179,248.42
2. <i>Additional Funds for Affordability Assistance</i>	- \$1,179,248.42
REMAINING BALANCE	= \$0.00

A-7: Rehabilitation Program Manual

BOROUGH OF TENAFLY

**TENAFLY HOUSING REHABILITATION PROGRAM
(THRP)**

OPERATING MANUAL

OCTOBER 2018

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- Q. Request for Rehabilitation Quote and Quote Announcement (Not Used)
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- AA. Standard Specifications (NSP Single-Family Housing Rehab Specs 7-10)
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INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of Tenaflly Borough's Affordable Housing Rehabilitation Program. It will serve as a guide to the Program staff and clients.

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. Purpose of the Tenaflly Housing Rehabilitation Program

The purpose of the Tenaflly Housing Rehabilitation Program is to fulfill the rehabilitation portion of the Fair Housing obligations of Tenaflly Borough under the NJ Fair Housing Act and the Borough's Housing Element and Fair Share Plan as submitted to and approved by the Superior Court.

B. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation Program or rent an affordable 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 609-292-4605 or 973-648-2700 or online at <http://www.nj.gov/oag/dcr/localcontact.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 (requiring repair or replacement of at least one, State-defined major system). Priority is given to owner-occupants of multi-family properties who are, themselves, low or moderate-income households. Mobile home units will also be eligible under special procedures outlined in this manual.

If a structure contains two (2) or more units and an owner, who applies for Program assistance and is income eligible, occupies one of the units, funding may be provided for the rehabilitation of the owner's unit but not the other unit(s) if income-eligible households do not occupy those units or the owner chooses not to include those units in the Program. If the rehabilitation of the owner's unit includes items that benefit the unit(s) of the non-certified tenants, (such as the roof, a furnace serving both units, an electric service serving both units, a common entranceway to both units, etc.) then the owner would have to agree to pay a proportional share of the cost of those repairs privately and in advance of the commencement of work.

If a structure contains two (2) 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 tenant households occupy those units and the owner chooses to include those units in the Program. If the rehabilitation of the rental units includes items that benefit the unit of the non-certified owner or other non-certified tenants, (such as the roof, a furnace serving both units, an electric service serving both units, a common entranceway to both units, etc.) then the owner would have to agree to pay a proportional share of the cost of those repairs privately and in advance of the commencement of work.

If a structure contains two (2) or more units and the owner is directly related to all of the tenants and those tenants have legal tenancy rights to their apartments for at least ten (10) years, and the owner and family tenant households are all found to be income eligible, then Program funding may be provided for the rehabilitation of all of the units.

Rent plus utilities in assisted rental units must not exceed current State guidelines for affordable rental units in Bergen County.

B. Income Limits for Participation

The occupants of the units assisted under the rehabilitation Program must have incomes that fall within the income guidelines established for Bergen County by the Court. These limits are revised annually as figures become available and the current income limits can be found in Appendix A.

C. Program Target Area

This is a municipal-wide program. The rehabilitation property can be located anywhere within Tenaflly Borough.

D. Certification of Substandard Property

Current or incipient property maintenance code violations will be determined by an inspection conducted by the Program Inspector. Substandard units are those units requiring repair or replacement of at least one (1) major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating and Central Air Conditioning unit(s)
4. Electrical
5. Sanitary plumbing
6. Load bearing systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement, energy-efficient, double pane, windows and doors)

E. Ineligible Properties

The municipality may disqualify properties requiring excessive repairs to meet property maintenance standards. If the estimated or lowest quoted cost of repairs exceeds the maximum Program loan available (including hardship) or the applicant does not have the means to cover all of the repairs required to meet property maintenance standards, then the municipality may exclude the property from the Program.

Additionally, if a property does not require a minimum of \$10,000 in rehabilitation work, the municipality may exclude the property from the Program.

SECTION II. AVAILABLE BENEFITS

A. Program Financing

Up to \$25,000 per unit may be available for improvements to eligible owner-occupied and renter-occupied units, including mobile homes. A Program loan must include the repair or replacement of one of the home's major systems defined in Section I-D, above. Program rehabilitation loans will be 0% interest, deferred payment loans with no monthly payments. The loan principal is to be repaid only when the home is sold or title transferred.

If an owner-occupied or assisted rental housing unit is sold or title transferred for any reason within the 10-year period following the final inspection and Release of Funds for its rehabilitation project, the principal amount of the loan, plus an administrative fee of \$2,000, shall be repaid by the borrower and used by the Borough to rehabilitate another housing unit. Repayment of the loan may be avoided if the unit is sold or title transferred to a low or moderate-income household (including a family member) at an affordable price pursuant to N.J.A.C. 5:97-9 and the procedures listed below under affordability controls and the buyer completes the standard income eligibility process, for a fee to be determined by the Borough, and executes a new Note and Mortgage loan repayment obligation.

B. Emergency Assistance Parameters

Owners of units with code deficiencies that present a health or safety threat to their occupants as certified by the Borough Construction Official or Health Official may receive expedited treatment under this Program. The applicant requiring emergency assistance may be served immediately, regardless of their place on the Waiting List. Income eligibility guidelines will be observed, but the development of contractor quotes may be expedited by having a single contractor familiar with the Program present at the initial property inspection and, with the client's permission, allowing for the emergency work to be contracted for on a single quote basis.

Program Affordability Controls

Ten-year controls on affordability on both owner-occupied units and rental units are required by the State and will be reflected in the appropriate Program documents.

Owner income will not be reexamined at any time after Program completion. Renter income needs to meet State income guidelines at time of lease of an affordable unit.

Owners who pass title to their property for a nominal \$1.00 fee to a related household who, before closing, agrees to submit the required documentation to demonstrate Program income eligibility and whose income is determined to make them eligible for Tenaflly Housing Rehabilitation Program assistance, need not repay the loan if the now income-eligible household accepting title also executes a new Program Note and Mortgage accepting liability for the existing Program lien, allowing the Borough to agree to postpone collecting the loan and allow the new affordable owner to assume the deferred payment loan and postpone payment until that person passes title to the next owner. The Borough will assess the new owner a fee for the required income eligibility assessment.

C. Owner-occupied Affordability Controls

On owner-occupied units, the controls on affordability will be in the form of a lien filed on the property's deed.

Additional condition for assisted mobile homes - In order to prevent the movement or relocation of a mobile home without prior consent of the THRP during the period of affordability controls, each mobile home assisted by the THRP that has a trailer hitch will receive a locking mechanism on the home's trailer hitch. Information on how to have the lock removed will be engraved on the lock. At the end of the affordability control period, a representative of the Borough will remove the lock.

D. Renter-occupied Affordability Controls

For rental units, the controls on affordability shall be in the form of a deed restriction and will also include a lien. If a rental unit is vacant during 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. Rents in rehabilitated units may increase annually based on the rent increase limits approved by the Court. It shall be required that the initial rent-up and/or the re-rental(s) of assisted affordable rental units during the term of renter-occupied affordability controls be done through the Borough or its designated Program Administrative Agent. The Administrative Agent will implement the Affirmative Fair Marketing, maintain the pool of interested tenants, conduct the lotteries to determine priority, complete applicant income certifications, assign waiting list households to units that become available based on household size, and assign the maximum rent allowable for the assigned client tenant.

SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

Housing Rehabilitation funds may be used only for repair or replacement of building systems necessary to bring a unit into compliance with the municipal property maintenance code, as well as any other repairs of incipient property maintenance code violations of major systems, as well as related cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating and air conditioning units
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement, energy-efficient, double pane, 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 (including decks whose steps provide a safety exit from the house to the ground)
- Porch repair
- Wall surface repair
- Painting
- Carpet or flooring replacement
- Exterior rain carrying system repair
- Handicap accessibility improvements, interior and exterior

None of the Housing Rehabilitation funds may be used for remodeling or upgrading the home of a client. Eligible work includes only the repair or replacement of existing elements in the home or apartment.

B. Ineligible Improvements

Work not eligible for Program funding includes, but is not limited to, higher than mid-grade improvements, improvements which are strictly cosmetic, custom tile work, remodeling, alterations, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (decks, patios, detached garage, shed, barn, etc.), furnishings, pools, sidewalks, driveways 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 not be considered complete before the date of final approval pursuant to the Uniform Construction Code.

Improvements approved under the Program shall be based on the cost of mid-grade fixtures, appliances and materials. No upgrades from this standard shall be allowed.

D. Certification of Standard

All work done in a participating unit must be in compliance with the standards of the property maintenance code. The Program Inspector certifies that structures repaired with rehabilitation funds are 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:

Municipal website - <http://www.tenaflynj.org>

Municipal Building - 100 Riveredge Road

Tenaflly Public Library - 100 Riveredge Road

Preapplicants will be added to the Program Waiting List in the chronological order in which they are received and applicants will be invited into the Program, sufficient funding being available, in that same order.

When the turn of an applicant on the Waiting List is reached, a full loan application package will be mailed to the applicant. Program staff will assist clients in completing the required loan application documentation. Applicants for rental rehabilitation funding must provide evidence of the income eligibility of the occupants of the units (if occupied).

B. Income Eligibility and Program Certification

For the households seeking a determination of income eligibility, both owner-occupants and renter-occupants, all wage earners eighteen (18) years of age or older in the household must submit appropriate documentation to document the household income, as further described below. Client data confidentiality will be maintained at all stages of the Program.

Property owners of both owner-occupied and renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that all mortgage(s) payments are current and that mortgage principal outstanding is not currently greater than the value of the property.
- Proof that property taxes and all municipal utility bills are paid 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 any tenants' income exceeds the adopted income limits. An applicant may also be ineligible if it is determined that the outstanding mortgage debt on the property exceeds the current value of the property.

After the submission of all required loan application documents has substantiated that the occupant is income-eligible, an Eligibility Certification letter will be sent to the client.

Eligibility will remain valid for six (6) months. If the client has not signed a contract for rehabilitation within six (6) months of the date of the letter certifying eligibility, the client will be required to reapply for certification. Under extenuating circumstances and where requested in writing, a waiver may be granted by the Program to extend a client's eligibility period.

C. Housing Inspection/Substandard Certification

Once determined eligible, the Program staff will make an appointment to inspect the entire residential property with the owner.

The Program Inspector will inspect the house, take photographs, and certify that at least one (1) major system is substandard in each unit to be rehabilitated. All other required and eligible repairs would be identified.

If, after review of the property documentation submitted and the inspection report and/or work Writeup, a client'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:

- Property does not need sufficient repairs to meet eligibility requirements.
- Property is in such disrepair that the Program cannot bring it up to code standard.
- Total mortgage debt on the property exceeds the current value of the property.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is in foreclosure.

The owner of any property requiring structural repairs must secure and pay for Borough-approved engineering and/or architectural plans for the structural repairs required. The Program will not be responsible for analyzing, designing or authorizing structural repairs to a property. Failure to provide the Program with Borough-approved engineering and/or architectural plans for the structural repairs required may make the property ineligible for the Program.

If, after completing the inspection, a client's property is determined to be eligible, the Program Inspector will then complete the Initial Writeup.

D. Initial Writeup

The Program staff will next prepare an Initial Writeup and cost estimate. This Initial Writeup 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 specifications on the work methods and materials to be used. The Program staff will submit the Initial Writeup to the property owner for their review and required written approval. Changes to the Initial Writeup can be requested by the homeowner and made by the Program prior to the Homeowner providing written approval. Once a homeowner provides the required written approval of an Initial Writeup, no further changes to the case Writeup can be made.

Only required repairs to units occupied by income eligible households will be funded through the Housing Rehabilitation Program.

E. Contractor Quoting Procedures

After the unit and the unit occupant have been certified as eligible, and the owner has provided written approval of the Initial Writeup, the Program staff will solicit competitive quotes from at least two (2) general home improvement contractors. The Program staff will then review these quotes and inform the homeowner of the results. The contractor submitting the lowest responsible quote shall then be selected for the job. If the property owner wishes to use a contractor other than the lowest responsible quoter, the Program shall set the Program loan at the price of the low quote and the property owner shall pay the difference between the lower quote price and the quote price of the selected contractor. The payment of any Homeowner share must occur prior to the commencement of work.

If the low quote is higher than the \$25,000 maximum Program loan amount, the homeowner can choose to either eliminate non-essential items from the Writeup that brings the low quote to or below the \$25,000 maximum or pay any excess amount over the \$25,000 from their own resources. The payment of any Homeowner share must occur prior to the commencement of work.

Homeowners will be notified starting early in the income certification process that they are welcome to contact general contractors of their choice who would be willing to work within the Program guidelines to submit a quote on their job. It shall be a policy of the Program to encourage the participation of all interested qualified home improvement general contractors, especially local contractors. However the Program must pre-approve a contractor prior to their being invited to submit a quote.

F. Contract Signing/Pre-Construction Conference

The Contractor Agreement will be prepared by the Program staff, as well as the Note, Mortgage and Deferred Loan Agreement covering all the required terms and conditions. The Program staff will then call a Contract Signing/Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), Mortgage and Mortgage Note, and Deferred Loan Agreement (owners of rental units will also sign the restrictive covenants called for under the Program). Loans to owners of mobile homes will be secured by a New Jersey Department of Motor Vehicles lien. The property owner, Program staff representative, and contractor will execute the appropriate documents and copies will be provided to the homeowner, as appropriate. A staff member will outline project procedures to which property owner and contractor must adhere. The Contractor Agreement will generally authorize that the work be totally completed within ninety (90) days from the contract execution date.

G. Progress Inspections

The Program staff will respond to owner or contractor issues raised during the course of construction including making inspections, as needed, to monitor the progress of property improvements and resolve disputes. It is the contractor's responsibility to obtain all necessary construction permits in compliance with New Jersey Uniform Construction Code (NJ UCC), to notify the Building Inspector before closing up walls on plumbing and electrical improvements, and to schedule and pass all required final NJ UCC inspections prior to the final inspection by the Program Inspector. It is the owner's responsibility to notify the Program promptly if there are any unresolved issues with the contractor.

H. 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 Inspector will consult with the contractor and homeowner and, once all three (3) parties are in agreement on scope of additional work and price, approve a change order for the work to be done, along with the homeowner. Additionally, if the additional cost is to be paid by a larger Program loan, new loan documents will be executed reflecting the increase. At no time can the total maximum loan amount exceed \$25,000.

I. Payment Schedule

The contract will generally allow for only one (1) lump sum payment to the contractor at the completion and final inspection of the project. Partial payments may be approved under conditions that would be fair to both the contractor and the homeowner.

The contractor will submit a payment request to Program Staff along with all final NJ UCC final approvals. The Program Inspector and the client will sign a Release of Funds (payment approval) following a final inspection if both the client and Program Inspector are satisfied with the work performed and all final NJ UCC municipal inspections have been completed. The municipality will then release payment to the contractor.

J. Conflict Resolution

If a client does not approve a payment that the Program Inspector has approved, the decision of the Program Inspector will be binding on both the client and the contractor, as will have been indicated in the Program documents signed by the Homeowner.

K. Final Inspection

Upon notification by the contractor that all work is complete, a final inspection shall be conducted and photographs taken. The contractor shall be present at the final inspection to agree to any final punch list items that may remain. Where punch list items are identified, a subsequent Final Inspection will be required.

L. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant (for rental projects) and the Program Mortgage with the County Clerk. In the case of mobile homes, the Program will forward a NJ Department of Motor Vehicles lien application along with the home's original title. The NJDMV will create a new title that lists the Program as a lien holder on the title.

M. File Closing - Client Confidentiality

After the final payment is made and all necessary documents are recorded, the client's file will be closed by the Program staff. All client files will be held by the Program Coordinator until the municipality requests that they be transferred to the Borough Affordable Housing Office. Client confidentiality will be maintained at all stages of the Program.

SECTION V. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

A. Complete Household Income Eligibility Determination Forms

The Program staff shall require each member of an applicant household who is eighteen (18) years of age or older to provide documentation to verify their income. Income verification documentation should include, but is not limited to the following for each and every member of a household who is eighteen (18) years of age or older:

- Four (4) most recent consecutive pay stubs, including bonuses, overtime or tips, or a certified letter from each employer stating the present annual income figure or if self-employed, a current certified business Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three (3) years.
- A letter or appropriate reporting form verifying benefits such as:
 - Social Security or SSI – Current award letter or computer print out letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF- (Temporary Assistance for Needy Families) current award letter
 - Disability - Worker's compensation letter
 - Pension income (monthly or annually) – a pension letter or recent statement
- A letter or appropriate documentation form verifying any other regular sources of income claimed by the applicant, such as family transfers, alimony or child support.
- Current reports of savings and checking accounts (bank statement and passbook copies) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds. For brokerage accounts – most recent statements.
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Signed Federal and State tax returns for each of the preceding three (3) tax years and proof of ownership share of profits.
- 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.

All required documentation must be submitted no later than forty-five (45) days from the date that the full loan application packet is mailed to the applicant. After forty-five (45) days, the applicant's loan application will be put on a "hold" status. Applicants wishing to complete their loan applications after the 45-day period expires will be reconsidered on a case-by-case basis, available funding considered. A waiver of the 45-day rule may be considered upon application by the client.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF (Temporary Assistance for Needy Families)
8. Child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent-2%) 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 and reasonable property management expenses as reported to the Internal Revenue Service.
13. Any other forms of regular income reported to the Internal Revenue Service

Not Income

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of persons enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current weekly/monthly gross income of the applicant is used to project that income over the next twelve (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 twelve (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 Program Coordinator should determine the imputed interest from the value of the property. The Program Coordinator 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.

NOTE: There is no asset test for a rehabilitation program.

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 (3) recent general contracting jobs. If the contractor is listed on any online sites that allow for client feedback, those sites may also be consulted. Any contractor found to have poor workmanship or poor customer relations skills will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least \$500,000 per occurrence per the current NJ Contractor's Registration Act. Only licensed tradesmen will be permitted to perform specialty subcontractor work such as plumbing, heating and electrical. A NJ Home Improvement Contractors registration is required.

B. Number of Proposals Required

Quotes will be received from a minimum of two (2) pre-approved general contractors. Property owners may not select contractors who have not been pre-approved. The approved work Writeup will be submitted to the selected contractors by the Program staff. The contract will be awarded to the lowest quoter. If the property owner wishes to use a contractor other than the lowest responsible quoter, the Program shall set the Program loan at the price of the low quote and the property owner shall pay the difference between the lower quote price and the quote price of the selected contractor. The payment of any Homeowner share must occur prior to the commencement of work.

SECTION VII. MAINTENANCE OF RECORDS

A. Files To Be Maintained on Every Client

The Program staff will maintain paper and/or digital 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:

- Preapplication Form
- Tenant Information Form (Rental Units Only)
- Copy of property deed and insurance certification
- Income verification materials
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

B. Files of clients approved for the Program will also contain the following additional documentation:

- Housing Inspection Report and Initial Writeup
- Property owner approval of Initial Writeup
- Approved Initial Writeup, Closing Writeup with prices, Final Writeup with final prices
- Client Contractor Agreement
- Mortgage, Note and Deferred Loan Agreement
- 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

Individual case files will be maintained throughout the process and submitted to the municipality upon termination of the Program.

C. Rehabilitation Log

A rehabilitation log will be maintained by the Program staff that depicts the status of all applications in progress.

D. Monitoring

For each unit, the following information must be retained to be reported annually:

- Street Address
- Case No.
- Block/Lot/Unit Number
- Owner/Renter
- Income: Low or Moderate
- Final Inspection Date
- Funds Expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of affordability controls (yrs.)
- Affordability controls removed

SECTION VIII. PROGRAM MARKETING

For the term of the Program, the municipality may include flyers once a year with the tax bills, water bills, municipal newsletter or other regular municipal mailing to all property owners. Municipal email lists may also be used. Program information will be available at the municipal building, at the municipal library, and on the municipal website.

SECTION IX. RENTAL PROCEDURES

Once rental units are rehabilitated and ready for occupancy, or at turnover, the units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. or whatever administrative guidelines for affordable rental units that the State may enact to replace those currently in force

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 609-292-4605 or 973-648-2700 or online at <http://www.nj.gov/oag/dcr/localcontact.html>

B. Overview of the Affordable Housing Administration Process for Rental Units

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and, where appropriate, directs applicants to an Administrative Agent, who may be a nonprofit agency, State agency or consultant that may administer the rehabilitation Program within the municipality.
- The Administrative Agent implements the municipality's Affirmative Marketing Plan.
- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.
- The Administrative Agent will accept these returned pre-applications for a specific period of time, for example, thirty (30) to ninety (90) days. At the end of this time period, these applications will be segregated by bedroom size eligibility and each bedroom-size pool will be prioritized through a random selection lottery.
- The Administrative Agent informally pre-qualifies applicants in the applicant pool for income eligibility based on self-reported data.
- When a low or moderate-income unit of a certain bedroom size becomes available, the Administrative Agent will interview the applicant households next on the appropriate prioritized list and proceed with the income qualification process. The verification documentation will be the same as is required for an owner occupied unit. (Section V)
- The Administrative Agent must notify applicant households in writing of certification or denial within twenty (20) days of the determination.
- Certified households that are approved for a rental affordable housing unit will sign Appendix K of UHAC 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.
- The certified household moves 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 Affordable Housing Attorney, where appropriate (see the section Responsibilities of the Municipal Affordable Housing Attorney). 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 next Section under, Responsibilities of an Administrative Agent.

Monitor the status of all restricted units in the municipality's Fair Share Plan.

Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The 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 are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report. Any requests for additional information or corrections will be directed to the Municipal Housing Liaison.

Provide Administrative Agent Services, unless those services are contracted out. The responsibilities for providing administrative agent services are described in the next Section under, Responsibilities of an Administrative Agent.

RESPONSIBILITIES OF AN ADMINISTRATIVE AGENT

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in their portfolio are rented to income 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 could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent, and the developer, affordable housing sponsor or owner this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs may also be delegated to the developer, but this must be established by ordinance and be a condition of approval of the Planning Board or Zoning Board.

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 an adequate 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 Appendix K of UHAC.

Establish and maintain effective communication with property managers and landlords. Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the Administrative Agent:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

Provide annual notification of maximum rents. Each year when new income limits are adopted, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included on such notification in case the tenant is being overcharged.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes and Appendix J and K of UHAC.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in their portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

RESPONSIBILITIES OF THE MUNICIPAL AFFORDABLE HOUSING ATTORNEY

The Municipal Affordable Housing Attorney assists the municipality with developing, administering, 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 must 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 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 affordable units, both initial rent-ups and the re-rental of vacant affordable rental units, are required to be affirmatively marketed using the municipality's Affirmative Marketing Plan. (See Appendix PP) 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.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan must include the following information:

- The address of the project and development name, if any
- The number of rental units
- The price ranges of the rental units
- The name and contact information of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements for initial rent-up and re-rental of affordable units must contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application
- Application fees, if any

REGIONAL PREFERENCE

Tenafly Borough has by ordinance provided that households that live or work in NJ Affordable Housing Region 1 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 affirmative marketing process for the initial rental of affordable units shall begin at least four (4) months prior to expected occupancy. In implementing the marketing program, the municipality shall undertake all of the strategies outlined in the municipality'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 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 will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

The affirmative marketing process for the re-rental of vacant affordable units shall be an ongoing process, with advertising occurring any time the waiting list of applicants falls below what is determined to be sufficient applicants to satisfy a one-year demand for vacated affordable units.

An adequate applicant pool will be maintained by the municipality or Administrative Agent for re-rentals.

When a re-rental affordable unit becomes available, applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

The selection of applicants from the applicant pool is described in more detail in this manual under the section **Random Selection & Applicant Pool(s)** below.

E. Random Selection & 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 are accepted for up to thirty (30) days.

At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).

Households are informed of the date, time and location of the lottery and invited to attend. A municipal representative should also be invited to attend the lottery

A prioritized applicant pool is created by listing applicants in the order selected.

Eligible households are 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).

Applications, by required bedroom size, are reviewed for income-eligibility in accordance with their lottery pool priority until all units of a given bedroom number have been occupied. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed. Two (2) years of turnover is a recommended standard.

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

Matching Households To Available Units

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:

- Provide an occupant for each unit bedroom;
- Provide children of different sex with separate bedrooms;
- Prevent more than two (2) persons from occupying a single bedroom;
- Require that all the bedrooms be used as bedrooms; and
- 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, as long as overcrowding of their current unit is not a factor.

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.

F. Application Fees

The Borough may decide, from time to time, to require a fee for submitting an application for affordable rental housing.

G. 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 (35%) of the verified household income (40 percent (40%) for age-restricted units) to pay rent and utilities. However, at the discretion of the Administrative Agent, this limit may be exceeded if:

- The household currently pays more than 35 percent (35%) (40 percent (40%) 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;
- The household has consistently paid more than 35 percent (35%) (40 percent (40%) for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- 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
- The household receives budget 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 NJ-DCA Local Planning Services website and is available from the Administrative Agent.

H. 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 allowed to complete the certification process via telephone, email and mail. The Administrative Agent will attempt to achieve the following objectives:

- Confirm and update all information provided on the application.
- Explain Program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members over age eighteen (18) to sign the Authorization for Release of Information forms and other verification requests.
- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.
- 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 (2) 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.

I. 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 (80%) 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.

Households with a verified total household income of less than 80 percent (80%) shall be issued a letter certifying eligibility. This certification is valid for one hundred eighty (180) days. If the Administrative Agent is unable to place the household in a restricted unit at the conclusion of one hundred eighty (180) days, an extension may be granted once the household's eligibility is re-verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the client a signed and notarized acknowledgement of their requirements and responsibilities in renting a restricted unit. UHAC's Appendix K shall be forwarded to the clients.

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.

J. 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 fails to verify attendance in a credit counseling program when required to do so by the Program rules.
10. The applicant does not respond to periodic update inquiry in a timely fashion.
11. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.
12. The applicant, once approved, fails to sign the lease in a timely manner.
13. 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 (6) months applies in most situations where the applicant has been withdrawn for poor credit and two (2) years where the applicant has been withdrawn for fraud, 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 sixty (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.

K. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Borough Municipal Housing Liaison, 100 Riveredge Ave., Tenaflly NJ 07670. The Borough Municipal Housing Liaison's written decision, which shall be made within thirty (30) days of receipt of an appeal, shall be final.

L. Determining Affordable Rents

To determine the initial rents the Administrative Agent uses the DCA calculators located at DCA Local Planning Service website.

Pricing by Household Size. Initial rents are based on targeted “model” household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum sales prices and rents are based on the Annual Regional Income Limits Chart at the time of occupancy:

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

Size of Unit	Household Size Used to Determine Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

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 (50%) of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 13 percent (13%) of the affordable units within each bedroom distribution must be affordable to households earning no more than 30 percent (30%) 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 cannot exceed 52 percent (52%) of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on the DCA Local Planning Service'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 (60%) of the regional median income.

M. Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to the Annual Regional Income Limits Chart. These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual 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 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.

N. Application Fees for Affordable Rental Units

Application fees, if any, will be set by the Borough and communicated to applicants through the Affirmative Marketing Program and to applicants directly in their application packets.

O. Violations, Defaults and Remedies

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner of a rental development, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low- and moderate-income housing.

Upon the occurrence of a breach of any of the regulations governing the affordable units by an Owner of a rental development, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

P. Maintenance of Records for Rental Program

The following

☐	UP-TO-DATE OPERATING MANUAL	Comments
☐	Income Limits	
☐	Sample Forms and Letters	
	AFFIRMATIVE MARKETING	
☐	Copies of Display 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 Client	
☐	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	
☐	Appendices J and K	

SECTION X. SUBORDINATION OF PROGRAM MORTGAGES

It will be the policy of the Tenaflly Housing Rehabilitation Program to consider subordination of Program mortgages to homeowner refinancing initiatives if the criteria in this section are met and all procedures in this section are followed. There will be a \$400 non-refundable Subordination application fee be paid at the time of application.

When a homeowner who is participating in the Program is attempting to refinance his or her home or to obtain a mortgage equity loan or Reverse Mortgage using their property as collateral and the financing source requires that the THRP mortgage be subordinated to the new mortgage, the following procedures will be followed:

Approval Criteria:

1. After refinancing with a fixed amount mortgage, the total amount of mortgage debt is less than 85 percent (85%) of the current appraised value of the property as determined and documented by the financial institution providing the new financing.
2. After refinancing with a reverse mortgage, the total amount of net equity projected to be available in the property when the youngest borrower reaches ninety (90) years of age, as tabulated on an amortization schedule that assumes an average 1.5% annual average property value increase, to be at least double the outstanding amount of the debt to the Borough under the Program.
3. Property tax payments and any other municipal liens on the property are current.

Approval procedures:

1. The Borough Municipal Housing Liaison or their designee receives a completed Borough application for subordination approval from the homeowner that reaffirms the owner's obligation to repay the THRP Program loan to the Borough (date and amount of loan), and includes a check for the Subordination Application fee(s), and includes the following attachments:
 - a. Letter from the new source of financing offering the new financing to the homeowner, including the amount of the new loan and all terms of said financing.
 - b. A draft of the specific subordination documentation language acceptable to the lender, for Borough review and approval that they wish the Borough to execute and record. (The proposed closing documents for the new financing must explicitly include adequate language recognizing that junior liens are permissible and will not cause a default.)
 - c. Documentation that all taxes and utilities are paid current
 - d. A current appraisal of property or such other measure of current value as has been utilized by the new source of financing in making their determination to offer their financing.

2. The Borough Municipal Housing Liaison or their designee receives at least ten (10) days written notice of closing including a copy of proposed closing statement.

3. The Borough Municipal Housing Liaison or their designee either forwards the executed subordination documentation to the Homeowner or participates in the closing with said documentation. The Program lists itself as the party to whom the recorded Subordination documentation is returned after recording.

4. Homeowner presents Borough Municipal Housing Liaison with proof that closing has occurred and that the subordination documentation has been recorded.

Subordination Application Fee Schedule as of 11-2018:

1. Subordination Application Fee	\$400.00
2. Subordination Recording Fee	\$200.00
Total Subordination Application Fees:	\$600.00

2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		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 Bergen, Hudson, Passaic and Sussex	Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926	2.2%	5.52%	\$175,679
	Moderate	\$50,878	\$54,512	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940			
	Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963			
	Very Low	\$19,079	\$20,442	\$21,805	\$24,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978			
Region 2 Essex, Morris, Union and Warren	Median	\$66,755	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881	2.2%	1.22%	\$182,955
	Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705			
	Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940			
	Very Low	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428	2.2%	2.37%	\$205,458
	Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942			
	Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214			
	Very Low	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728			
Region 4 Mercer, Monmouth and Ocean	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956	2.2%	5.19%	\$186,616
	Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765			
	Low	\$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478			
	Very Low	\$20,834	\$22,322	\$23,810	\$26,787	\$29,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287			
Region 5 Burlington, Camden and Gloucester	Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368	2.2%	5.05%	\$161,977
	Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294			
	Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684			
	Very Low	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	2.2%	0.00%	\$136,680
	Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066			
	Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).

Tenafly Housing Rehabilitation Program

ATTENTION BOROUGH HOMEOWNERS

YOU MAY BE ELIGIBLE FOR A \$25,000 INTEREST FREE HOME IMPROVEMENT LOAN WITH NO MONTHLY PAYMENTS

(Loan is at is repaid only when your house is sold)

MONEY MAY BE USED FOR NECESSARY REPAIR OR REPLACEMENT OF:

Roofs & Gutters
Doors & Windows
Indoor Plumbing
Insulation

Heating Systems
Electrical Systems
Painting or Siding
Structural Problems

**FAMILIES MUST OWN THEIR HOME.
TOTAL FAMILY INCOME MUST BE WITHIN THESE LIMITS:**

Persons in Household	1	2	3	4	5	6	7	8+
Maximum Income	\$50,878	\$58,146	\$65,414	\$72,682	\$78,497	\$84,311	\$90,126	\$95,940

Just fill out this Preliminary Application as soon as possible and bring it or mail it to:
Tenafly Housing Rehabilitation Program (THRP)
Borough Hall, 100 Riveredge Road
Tenafly, NJ 07670

Name: _____	Home phone # _____
Street Address: (not Box#) _____	☐ Work ☐ Cell phone # _____
Type of home: Single ☐ Duplex ☐ 3+ ☐	Email _____
Name(s) on Deed (1) _____ (2) _____	
Total # of persons in your household _____ 2017 Total Family Income \$ _____	
Our Gross Family Income is below the maximum on the chart above.	Yes ☐ No ☐
The total of all liens on this property is less than its current value.	Yes ☐ No ☐

For additional information, THRP Coordinator is Steve Weinberg, 732-485-0756 or steve.weinberg@mac.com

I/we certify that all information on this preapplication is true and correct to the best of my/our knowledge. I/we understand that any willful misstatement of material fact may be grounds for disqualification.

Applicant Signature _____ Date _____

Co-Applicant signature _____



Welcome to the Tenaflly Borough Housing Rehabilitation Program



Tenaflly Borough thanks you for your interest in fixing your home through the Tenaflly Borough Housing Rehabilitation Program. In order to make this program as simple and effective for you as possible, the Program will assist you with the application process. Please feel free to contact the Program Office at any time if you have questions about the program.

Tenaflly Borough Housing Rehabilitation Program

Steven J. Weinberg, Program Coordinator

Phone: 732-485-0756

email: steve.weinberg@mac.com

To complete your application for a rehab loan, you must provide a copy of each of the following documents that is applicable to you or to any adult member of your household:

Information About Your Property

- Property Data form & Mortgage/Lien Status form (w/ copies of most recent mortgage statements)
 - A copy of your recorded deed for the house. (Must have recording stamps from County Clerk)
 - Proof that property real estate and utility tax payments are current
 - A copy of homeowner's insurance policy certificate and flood insurance, if applicable.
-

Income Information

- Household Membership form filled out and signed
 - Household Employment form filled out and signed
 - Employment Verification forms signed by employers for each job held by an adult (18 yrs. and over, incl. students) in the household plus copies of the most recent 4 pay stubs for each job.
 - A copy of your most recent Social Security or SSI check (if any) and 2018 notification letter
 - A copy of your most recent pension check(s) (if any) and 2017 year-end statement(s).
 - A copy of verification of all other income and assets including: annuity, disability, self employment, unemployment, interest, dividends, welfare, alimony, child support, capital gains, business income, property income, property value or public assistance.
 - Child Support & Other Income Certification. (Including info on child support & alimony paid)
 - A Student Verification form for all post-secondary students age 18 and older.
 - Zero Income form signed by each adult household member claiming zero income.
 - Banking Verification form covering all accounts in each bank where any member of the household has an account. (Make extra copies of form, as needed)
 - Listing of Stocks and Bonds form filled out and signed (attach most recent broker statement)
 - A signed copy of the Income and Assets Completeness Disclaimer (all adults in household)
 - A complete copy of both your 2015, 2016 & 2017 Federal and New Jersey Income Tax returns, including W-2 forms, for all household members filing returns.
-

Please contact us if you have any problems with getting the necessary documents. Copies of these documents should be mailed to the Tenaflly Borough Housing Rehabilitation Program c/o Steven J. Weinberg, Program Coordinator, **PO Box 6025, East Brunswick, NJ 08816**. Call or email Mr. Weinberg's office if you have any questions.

Phone: 732-485-0756

email: steve.weinberg@mac.com

Please keep copies of all documents you submit

Borough of Tenaflly Housing Rehabilitation Program (THRP)

Steven J. Weinberg
Program Coordinator
732-485-0756

100 Riveredge Road
Tenaflly, NJ 07670
steve.weinberg@mac.com

Property Data Form

Names of all persons on your deed (Please print clearly)	
Address of Property	
Current Block # (New Tax Map)	
Current Lot # (New Tax Map)	
Date of Purchase	
Date Deed Recorded plus Book & Page	Date _____ Book _____ Page _____
Price Paid	
Outstanding Mortgage amount	
Mortgage lender	
Approximate Current Value	
Received Housing Rehabilitation Assistance previously another Program?	☐ Yes ☐ No If yes, approximately when? _____

With this form, please submit:

1. A copy of your full deed, being careful to copy the complete pages with all of the markings in the margins. These are needed to complete your loan documents later in the process. If you do not have a copy of your deed, you can get it from the Bergen County Records office in Hackensack. 201-336-7007
2. A copy of your most recent home insurance certificate showing that your insurance is currently in force.
3. A copy of your most recent mortgage statement showing current outstanding mortgage principal.

Tenaflly Housing Rehabilitation Program

Client Report on Current Mortgages and other Property Liens

Name
Address
Date of purchase

Please complete one column for each mortgage loan that you currently owe.
Attach a copy of the most recent statement from each Mortgage holder substantiating the information contained on this sheet.

	Mortgage Loan #1	Mortgage Loan #2	Mortgage Loan #3	
Date of Mortgage Execution				
Initial Amount of Mortgage Loan	\$	\$	\$	Current Value of Property
Appraised value at the time of mortgage loan				\$
Current Mortgage Holder (Bank or Mortgage Company) Plus contact phone #				Total Currently Outstanding Property Liens
Current Principal Balance on Mortgage Loan	\$	\$	\$	\$
Balance Statement from Mortgage Company Attached	Yes ___ No ___	Yes ___ No ___	Yes ___ No ___	
Mortgage is in process of modification	Yes ___ No ___	Yes ___ No ___	Yes ___ No ___	
Mortgage is in default	Yes ___ No ___	Yes ___ No ___	Yes ___ No ___	
Signed	Date	Other liens on property? If yes, attach copies Yes ___ No ___ of other liens		
Signed	Date			

Borough of Tenaflly Housing Rehabilitation Program (THRP)

Steven J. Weinberg
Program Coordinator
732-485-0756

100 Riveredge Road
Tenaflly, NJ 07670
steve.weinberg@mac.com

Household Membership

Please list the requested information for all persons currently residing in the home at this time (including Armed Forces and full-time students living away from home). Mail all loan application documents to the Program Office address below.

					Check the appropriate box for employment status			
<u>First Name-Last Name</u>	<u>Social Security #</u>	<u>Birth Date</u>	<u>Age</u>	<u>Relationship to Head</u>	<u>Employed</u>	<u>Full time Student</u>	<u>Retired</u>	<u>Other (State)</u>
1								
2								
3								
4								
5								
6								
7								
8								

By my signature below I certify that the above information is true and correct. (All persons listed on the property deed must sign)

Homeowner #1 Signature

Homeowner #2 Signature

Date

Date

Tenafly Housing Rehabilitation Program

Household Employment Information

Household Head				
Name				
Present Employer			Starting Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Present Employer #2			Starting Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Previous Employer			Starting Date Ending Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Co-Applicant				
Name				
Present Employer			Starting Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Present Employer #2			Starting Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Previous Employer			Starting Date Ending Date	
Employer's address			Telephone	
Position		Supervisor	Gross Monthly Salary	\$
Return copies of last 4 pay stubs from all current jobs with application packet. Complete information for 3rd or 4th employed household member on back of form.				
Certification	Applicant _____		Date _____	
Signatures	Co-Applicant _____		Date _____	

Household Employment Information for 3rd and 4th Employed Persons in Household

3rd Employed Person	Name			
Present Employer				Starting Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Present Employer #2				Starting Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Previous Employer				Starting Date Ending Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
4th Employed Person	Name			
Present Employer				Starting Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Present Employer #2				Starting Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Previous Employer				Starting Date Ending Date
Employer's address				Telephone
Position		Supervisor		Gross Monthly Salary \$
Return copies of last 4 pay stubs from all current jobs with application packet.				

**TENAFLY HOUSING REHABILITATION PROGRAM
EMPLOYMENT VERIFICATION**

THIS SECTION TO BE COMPLETED BY APPLICANT

TO: (Name & address of employer) _____ Date: _____

RE: _____
Applicant Name Social Security Number Unit # (if assigned)

I hereby authorize release of my employment information.

Signature of Applicant Date

The individual named directly above is an applicant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

Applicant Return Completed Form To:

Tenafly Housing Rehabilitation Program
% Steven J. Weinberg, Program Coordinator
PO Box 6025
East Brunswick, NJ 08816
732-485-0756
steve.weinberg@mac

THIS SECTION TO BE COMPLETED BY EMPLOYER AND RETURNED TO APPLICANT FOR SUBMISSION

Employee Name: _____ Job Title: _____

Presently Employed: Yes _____ Date First Employed _____ No _____ Last Day of Employment _____

Current Wages/Salary: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

Average # of regular hours per week: _____ Year-to-date earnings: \$ _____ through ____/____/____

Overtime Rate: \$ _____ per hour Average # of overtime hours per week: _____

Shift Differential Rate: \$ _____ per hour Average # of shift differential hours per week: _____

Commissions, bonuses, tips, other: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

List any anticipated change in the employee's rate of pay within the next 12 months: _____; Effective date: _____

If the employee's work is seasonal or sporadic, please indicate the layoff period(s): _____

Additional remarks: _____

Employer's Signature Employer's Printed Name Date

Employer [Company] Name and Address

Phone # Fax # E-mail

Borough of Tenaflly Housing Rehabilitation Program (THRP)

Steven J. Weinberg
Program Coordinator
732-485-0756

PO Box 6025
East Brunswick, NJ 08816
steve.weinberg@mac.com

CERTIFICATION OF OTHER INCOME INCL. CHILD SUPPORT

To be completed for each child under 18 in household.

Name(s): _____

Home Phone No. _____

Address: _____

Cell/Work Phone No: _____

Child's Name (list all children 18 and under living at this address)	Both Parents living in home? Yes or No?	If no, is child support received in household for this child? Yes or No?	If Yes, how much per month?*
1.	☐ Yes ☐ No	☐ Yes ☐ No	
2.	☐ Yes ☐ No	☐ Yes ☐ No	
3.	☐ Yes ☐ No	☐ Yes ☐ No	
4.	☐ Yes ☐ No	☐ Yes ☐ No	
5.	☐ Yes ☐ No	☐ Yes ☐ No	
6.	☐ Yes ☐ No	☐ Yes ☐ No	

*Submit copy of Court Order for any child support received.

We hereby certify that no one receives income from any set periodic allowances such as Alimony ☐ Yes ☐ No If yes, how much per month \$ _____

Regular support received from persons not living in my household ☐ Yes ☐ No

If yes, how much per month? \$ _____

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination from the program and immediate and full repayment of any program loans.

Signature of Applicant

Printed Name of Applicant

Date

Signature of Co-Applicant

Printed Name of Applicant

Date

Please return all income certification documents to:

Tenaflly Housing Rehabilitation Program, PO Box 6025, East Brunswick, NJ 08816

Please keep copies of all documents submitted

TENAFLY HOUSING REHABILITATION PROGRAM

POST-SECONDARY STUDENT VERIFICATION

THIS SECTION TO BE COMPLETED BY POST-SECONDARY STUDENT

This Student Verification is being delivered in connection with the undersigned's eligibility for affordable housing assistance:

I hereby grant disclosure of the information requested below from _____
Name of Educational Institution

Signature

Date

Printed Name

Student ID#

Client please return completed student verification form along with other eligibility documentation to:

Steven J. Weinberg, Program Coordinator
Tenaflly Housing Rehabilitation Program
PO Box 6025
East Brunswick, NJ 08816
732-485-0756
steve.weinberg@mac.com

THIS SECTION TO BE COMPLETED BY POST-SECONDARY EDUCATIONAL INSTITUTION

The above-named individual is a member of a household that has applied for affordable housing assistance and requires verification of their full time student status. Please provide the information requested below:

Is the above-named individual a student at this educational institution? YES NO

If so, part-time or full-time? PART-TIME FULL-TIME

If full-time, the date the student enrolled as such: _____

Expected date of graduation: _____

I hereby certify that the information supplied in this section is true and complete to the best of my knowledge.

Signature: _____

Date: _____

Print your name: _____

Tel. #: _____

Title: _____

Educational Institution: _____

See over for information that must be filled out concerning the employment status of all students over 18

TENAFLY HOUSING REHABILITATION PROGRAM

POST-SECONDARY STUDENT VERIFICATION

Part II

Employment Status of Students

On the reverse of this form I have provided certification that I am a

_____ Full Time Student

_____ Part Time Student

=====

During the school term for which student status certification was provided:

_____ I was not employed

_____ I was employed part time

_____ I was employed full time

Full time students who were also employed full time must submit their four most recent pay stubs with the family loan application documents.

Signed by above student:

Dated:

Borough of Tenaflly Housing Rehabilitation Program (THRP)

Steven J. Weinberg
Program Coordinator
732-485-0756

PO Box 6025
East Brunswick, NJ 08816
steve.weinberg@mac.com

CERTIFICATION OF ZERO INCOME

(To be completed by each adult household member with zero income only. Duplicate as necessary)

Name: _____ Phone No. _____

Address: _____ City: _____

1. I hereby certify that I do not receive income from any of the following sources:
 - a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
 - b. Income from operation of a business;
 - c. Rental income from real or personal property;
 - d. Interest or dividends from assets;
 - e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
 - f. Unemployment or disability payments;
 - g. Public assistance payments;
 - h. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
 - i. Sales from self-employment resources (incl. Avon, Mary Kay, Shaklee, etc.);
 - j. Any other source not named above.
2. I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 2 months.

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination from the program and immediate and full repayment of any program loans.

Signature of Applicant

Printed Name of Applicant

Date

Please return all income certification documents to:

Tenaflly Housing Rehabilitation Program, PO Box 6025, East Brunswick, NJ 08816

Please keep copies of all documents submitted

Borough of Tenaflly
Housing Rehabilitation Program
(THRP)

Steven J. Weinberg
Program Coordinator
732-485-0756

PO Box 6025
East Brunswick, NJ 08816
steve.weinberg@mac.com

Applicant Bank Asset Verification

Date: _____

To: (Name of Bank) _____

Address of Bank: _____

Re: (Applicant name & SS #) _____ SS# _____

(Co-Applicant name & SS #) _____ SS# _____

Applicant Address:

Street _____

City _____ State _____ Zip _____

The individual(s) named above is an applicant for housing rehabilitation assistance by Tenaflly Borough under regulations promulgated by the New Jersey Council on Affordable Housing. These regulations require that in order for this individual to be eligible, we must verify their income, including income from any and all bank assets. The individual has authorized by signing below, your release of the requested information.

The information you provide on the reverse of this form will be used only for the purpose of determining the individual's eligibility based on income. We are required to complete our verification process in a short time period and would appreciate your prompt response. **It would be best if you could complete the form at this time and return it to the applicant who will submit it to us.** If you have any questions, please feel free to contact our office at 732-485-0756 steve.weinberg@mac.com. Thank you for your cooperation.

Tenaflly Housing Rehabilitation Program

=====

I hereby consent to release of the information requested.

Applicant signature

Telephone number

Date

Co-Applicant signature

Telephone number

Date

(Have Bank complete form and return to you for your submission with all other materials - See Over)

TO BE COMPLETED BY FINANCIAL INSTITUTION:**CHECKING ACCOUNT(S)**

Account Number(s)

Average 6 month balance

\$ _____

\$ _____

\$ _____

Are these interest bearing accounts? ☐ Yes ☐ No If yes, interest rate _____**SAVINGS ACCOUNTS**

Account number(s)

Present Balance(s)

Annual Interest Rate

Withdrawal Penalty

CERTIFICATES OF DEPOSIT

Account number(s)

Present Balance(s)

Annual Interest Rate

Withdrawal Penalty

TRUST

Value of Trust Fund administered: \$ _____

Anticipated amount of income to be earned by Trust over the next 12 months \$ _____

PROPERTY

Value of equity in Real Property

\$ _____

=====

I certify that the above information is true and correct

Name of Banking Official

Title of Banking Official

Company

Signature

Address

Date

City, State, Zip Code

Telephone number

Tenaflly Housing Rehabilitation Program

Listing of Stocks and Bonds

(This form must be signed and submitted even if applicant has no stocks or bonds)

Stocks

Name	Date Purchased	No.of shares	Cost per Share	Current Market Value per share	Total current Value
1					
2					
3					
4					
5					
6					

Bonds

Name	Date Purchased	Total Face Value	Total Purchase Cost	Maturity Date	Current Value
1					
2					
3					
4					
5					
6					

☐ We own no stocks and no bonds (Check here if applicable)

Certification	Applicant _____	Date _____
Signatures	Co-Applicant _____	Date _____

Please include copy of most recent broker's statement for all stocks and bonds listed.

Tenaflly Housing Rehabilitation Program

Valuation of Owned Property Other than Primary Residence

Program Applicant			
Address of Applicant			
Address of Property			
Name(s) on Deed			
Date Purchased			
Deed Attached? __ yes __ no			
Current Apraised Value			
Appraisal Attached? __ yes __ no			
Mortgage Loans Against Property			
Name of Bank	Date Closed	Initial Loan Amount	Amount of Current Outstanding Principal
#1			
#2			
#3			
Outstanding Mortgage indebtedness for this property			
Copies of all mortgages and statements of current balances attached? __ yes __ no			
Current Equity in property			
Certification Signatures			
Applicant _____		Date _____	
Co-Applicant _____		Date _____	

Return To:
Steven J. Weinberg,
Coordinator

Tenaflly Housing Rehabilitation Program
PO Box 6025
East Brunswick, NJ 08816

steve.weinberg@mac.com
732-485-0756
7-18

Borough of Tenaflly Housing Rehabilitation Program (THRP)

Steven J. Weinberg
Program Coordinator
732-485-0756

PO Box 6025
East Brunswick, NJ 08816
steve.weinberg@mac.com

INCOME AND ASSETS COMPLETENESS DISCLAIMER

PROGRAM PARTICIPATION CERTIFICATIONS

This is to certify that the information concerning the incomes of all members of this household provided to the Tenaflly Housing Rehabilitation Program is true and correct and that there are no additional sources of income or assets that have not been disclosed.

I understand that if it is proven that anyone in this household has withheld from the Program information concerning income or assets, that this will be grounds for default and immediate repayment of any Program loan funds, as well as prosecution to the full extent of the law.

This is also to certify that our family has no current plans to either sell this home or to move to another home and rent out this home for the foreseeable future and that it is reasonable to anticipate that we will continue to live in this home as our principal residence for at least the next 10 years.

This is also to certify that we have read the attached THRP Program Overview and agree to comply with all program policies and procedures, especially with regard to being available for essential program activities during normal work hours.

Finally, this is to certify that ☐ we have ☐ we have not received any other housing rehabilitation assistance for this property from any governmental agency in the past 10 years. If you have received such assistance, please attach documentation.

Signed by all adults in household:

Dated:

Tenaflly Borough Housing Rehabilitation Program (THRP)

OVERVIEW

The Borough of Tenaflly has established a housing rehabilitation program (THRP) to provide home improvement funds to eligible low and moderate-income Borough homeowners, and to Borough investor-owners who rent to low or moderate-income tenants. The Administration of the THRP program will be under the direction of the Tenaflly Borough Administrator. Applicants are served in the order their preapplication is received. Owner-occupied single family structures are given priority over rental properties and multifamily structures.

I. ELIGIBILITY CRITERIA

To be eligible for THRP, an applicant must meet the following requirements:

1. Own the property that is to be improved (the owner must apply to the program). Homeowners currently planning to sell their homes are ineligible for THRP assistance.
2. The home must be fixed upon a permanent foundation.
3. The gross annual income of all persons residing in the owner-occupied or rental household must not exceed the Council On Affordable Housing (COAH) Low and Moderate Income Eligibility Limits. The current income limits are as follows:

COAH BERGEN COUNTY INCOME ELIGIBILITY LIMITS BY HOUSEHOLD SIZE

HOUSEHOLD SIZE	MAXIMUM ANNUAL INCOME
1 Person	\$50,878
2 Persons	\$58,146
3 Persons	\$65,414
4 Persons	\$72,682
5 Persons	\$78,497
6 Persons	\$84,311
7 Persons	\$90,126
8 Persons	\$95,940

4. Local quarterly property taxes must be current.
5. THRP assists property owners **in the following order of priority:**
 - a. Single Family Homes provided that the owner(s) are certified as income-eligible.
 - b. Owner-occupied multi-family homes provided that the owner(s) and renters are certified as income-eligible.
 - c. Investor-owned single or multi-family homes provided that the renters are certified as income-eligible.

6. Before beginning to serve multifamily clients, Tenaflly will establish procedures for affirmatively marketing all assisted rental units, for screening potential tenants to determine income eligibility and for monitoring that rents plus utilities do not exceed COAH-mandated levels. Adherence to COAH affordable rental procedures and guidelines will be built into the contract documents between Tenaflly and unit owners.

II. THRP LOAN TERMS AND CONDITIONS

THRP is designed as a "deferred payment loan program". This means that any homeowner who participates will borrow the funds to repair his or her home at 0% interest. And the repayment of the loan is deferred until the house is sold or title transferred. Should the owner sell the assisted unit within 10 years of completion of the project or chose to repay the loan before the end of the 10 year period, an administrative fee of \$2000 will also have to be repaid. The Administrative Fee is required in order to subsidize the cost of the Borough's processing of a client to replace them in the program. This administrative fee is the equivalent of a 1.6% interest rate on a \$25,000 loan for 5 years and only 0.8% on a \$25,000 loan for 8 years. After 10 years the Administrative Fee is not assessed. The table below describes the terms of the liens:

Type of Residence	Maximum Rehabilitation Loan	Interest Rate
Owner-Occupied Single Family	\$25,000 maximum	0%
Owner-Occupied Multi-Family	\$25,000 maximum per owner's unit	0%
Investor-Owned Single Family	\$25,000 maximum	0%
Investor-Owned Multi-Family	\$15,000 maximum per unit	0%

Participants in the program will be required to sign a mortgage and a note for the funds borrowed and the mortgage will be filed with the County Clerk.

If a homeowner sells the property, transfers title, or rents the unit(s) to other than a low or moderate income renter, or if the owner dies, they, their heirs, executors, or representative must notify the Borough of Tenaflly Planning Director because the grantee or heirs are obligated to repay the loan. Transfer to an income eligible family will not require payment of the Administrative Fee, though there will be a fee for documenting the income eligibility of the new owner.

If THRP assists an owner-occupied single family home, and if the owner then rents the property to a qualified low/moderate income renter, the owner must pay back the difference, if any, between the program amount borrowed for the owner-occupied single family home and the maximum amount eligible for an investor-owned single family dwelling (\$10,000). The owner must also execute documents binding the owner and the property to the terms governing an affordable rental unit.

III. ELIGIBLE & INELIGIBLE HOME IMPROVEMENTS

The Tenaflly Housing Rehabilitation Program is designed to correct existing or incipient code violations in a residence. General home remodeling or home improvements are not eligible. All rehabilitation specifications will call for mid-grade quality materials and supplies.

Homeowners are not allowed to request and program contractors will not be allowed to undertake additional items not listed in the approved program specifications while program rehabilitation is underway as part of any privately negotiated contract.

ELIGIBLE HOME IMPROVEMENTS

MAJOR SYSTEM REPAIRS/REPLACEMENTS

- Weatherization (insulation, doors and windows)
- Roof
- Plumbing system (includes water connections)
- Heating & cooling system (includes hot water heater)
- Electrical system
- Sanitary Plumbing system (includes sewer connections)
- Lead paint abatement
- Load bearing structural improvements

MINOR REPAIRS

- Handicapped access improvements (documentation required)
- Replace stove (only when a safety hazard)
- Exterior painting and siding
- Masonry repairs
- Replace damaged gutters and leaders
- Replace damaged drywall and flooring
- Minor carpentry repairs

INELIGIBLE HOME IMPROVEMENTS

- Remodeling of any sort
- Cosmetic or luxury fixtures
- Custom painting
- Purchase of appliances not required by local code
- Acquisition of land
- Landscaping
- Custom tile
- Decks or swimming pools
- Garages or accessory structures
- Driveways and sidewalks

IV. PROVISIONS FOR DISABLED PERSONS

If the application for housing rehabilitation documents that a member of the household is disabled by a permanent medical condition which could be improved by more suitable housing conditions, the applicant may be eligible for home improvements which reasonably accommodate his/her needs. The intent of the program is to increase mobility for the disabled person by relying on such low-tech designs and reliable non-mechanical technologies as:

- Installation of handrails
- A window model air conditioning unit for certified respiratory ailments
- Exterior ramp to enter/exit housing unit
- Retrofit of appropriate door hardware
- Accessible toilet and bathing facilities
- Accommodation of wheelchair passage to form accessible route between interior rooms including adequate turning space and thresholds at doors

V. THRP IMPLEMENTATION PROCEDURES

Once THRP has determined that an applicant meets COAH income eligibility limits and other program eligibility criteria, they will be scheduled for a comprehensive property inspection to be conducted by the program rehabilitation specialist. The purpose of the inspection is to detail any health, safety or code violations which exist on the property. THRP will create a work-write-up, including work specifications, for the home's rehabilitation, based upon the comprehensive property inspection. A copy of the work write-up will be forwarded to the homeowner for their written approval.

After obtaining written homeowner approval for the work write-up, THRP will then solicit quotes from interested contractors by:

- 1) Sending quote proposal packages to contractors on the THRP list of contractors if requested by the applicant.
- 2) Sending quote proposal packages to the contractor(s) of the owner's choice.

At least 3 responsible and complete quotes will be solicited for each project. The lowest quoting qualified contractor is awarded the contract to rehabilitate the home. Should the owner decide to use a contractor other than the lowest qualified quoter, the owner will be responsible for paying the cost difference between the lowest responsible quote and the quote from the contractor of choice from the owner's own funds.

The Program will conduct a closing at which the following THRP Program documents will be signed by the homeowner: the mortgage, the note, and the Rehabilitation Loan Agreement. At the loan closing, the rehabilitation construction contract between the homeowner and the chosen contractor will also be signed. All permits must be taken out, as per any home improvement construction and final inspections and approvals by the Borough Construction Office must be complete before the contractor receives final payment.

THRP will monitor the construction process. The homeowner will keep the Program informed as to the progress of the work and any problems that may arise. Unresolved homeowner issues with their contractor must be submitted in writing to the program promptly. Payments to the contractor will not be released, generally, until approved by both the program and the homeowner. .

Homeowners must make themselves and their homes available during normal work hours at various stages of the program such as: initial inspection, inspection by contractors preparing quotes, closing of loan and construction contract, construction by contractor (homeowner not required to be present at all times) and final inspection by Borough's inspectors and program. All work must be inspected and approved by the Borough's inspector and construction official. It is impossible for the program to provide the level of service required if the homeowner cannot be present at these major program events. Homeowners who are unable to be present for these major program events will be deemed to have withdrawn from the program and their case will be closed.

CONTACT INFORMATION

Steven Weinberg, Program Coordinator
732-485-0756
steve.weinberg@mac.comm

Tenaflly Housing Rehabilitation Program

Owners Application for Rental Rehabilitation Assistance

Applicant's Name _____
Last First Middle

Spouse's Name _____
Last First Middle

Address _____
Zip Code

Phone No. _____
Marital Status
Married () Widow or Widower () Divorced ()
Separated () Single ()

RENTAL PROPERTY ADDRESS: _____

Block: _____ Lot: _____ Number of units: _____ Number of bedrooms per unit: _____

Year Property Was Built: _____ Number of units occupied: _____

Current Rents Per Unit: _____

Number of Units Receiving Rent Subsidy: _____

Year Purchased: _____ Purchase Price: _____

Amount of Initial Mortgage: _____ Mortgage Balance: _____

List all liens on property and amount: _____

Please list the names of each tenant and the unit that they reside in:

TENANT	UNIT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DEBT SERVICE: Please list the amount that is paid for each service per year:

Real Estate Taxes	_____
Liability and Fire Insurance	_____
Water/Sewer	_____
Trash	_____
Electric	_____
Heat	_____
Hot Water	_____
License & Permits	_____
Accounting	_____
Legal Fees	_____
Property Management	_____
Other: specify	_____

Total _____

PERSONAL

Bank Accounts:	Name of Institution	Balance
Checking:		
Savings:		
Other:		
Other:		

REPAIRS

Please list the type of repairs that you feel this property is in need of:

Include the following documentation with your application. Failure to complete any item or return requested information may cause rejection of your application.

Copy of Deed and current Mortgage(s),
Fire and Liability Insurance.
Copy of Real Estate Tax Bill,
Water and Sewer Bill.
Proof of owner's share;
Property account bank statement,
Property account credit line, etc.
Proof of current mortgage and amount.
Current copies of all utilities paid by landlord.

In order to participate in the _____ of _____ Home Improvement Program only those units that are occupied by low-moderate income tenants will qualify. I understand that the unit(s) must be continuously occupied by a low-or-moderate income household for 10 years. Rent controls will be placed on each unit participating according to the State Affordable Housing Guidelines. I agree to submit annual reports to the _____ regarding changes in tenancy.

I agree to provide 50% of the total eligible construction costs and will deposit these funds with the _____ at the time of the loan closing. Projects which can not be brought up to the Municipal Property Maintenance Code within the program's funding and projects which do not require a minimum of \$10,000 in major systems repair will not be approved.

I certify that the information contained herein is true and accurate to the best of my knowledge. I make this statement willingly and with full knowledge of the penalties under federal and state laws should false information be given.

Signature of Owner

Date

Signature of Owner

Date

Tenaflly Housing Rehabilitation Program

Tenant Application - Rental Rehab Loan Assistance

NAME OF HEAD
OF HOUSEHOLD _____ AGE: _____

SPOUSE: _____ AGE: _____

ADDRESS: _____

PHONE: _____

Name and age of others living in household:

RENT:

Monthly Rent Amount: _____

Do You Have A Lease? _____ Term of the Lease: _____

INCOME:

List your household income below and attach copies of Federal Income Tax forms, four consecutive pay stubs, Social Security award papers, Pension award papers, Unemployment award papers, etc.

IMPORTANT: ALL HOUSEHOLD INCOME MUST BE REPORTED

Name	Amount Per Month	Source

See Over

Your landlord is making an application to the Borough of High Bridge Housing Rehabilitation Program in order to rehabilitate the property that you reside in.

Improvements will be made that may include major construction. This program will not cause you to be permanently displaced.

Your cooperation in providing necessary income information is essential for eligibility to participate in the program.

Your cooperation will also be needed when construction begins in providing access to the unit.

Tenant Application Certification

I have read the above notice and agree to provide the necessary information for participation in the Housing Rehabilitation Program. I understand that any false information given will be reason for denial of this application.

Signature of Tenant

Date

Signature of Tenant

Date

Borough of Tenaflly
HOUSING REHABILITATION PROGRAM

Case File Tracking Form

<u>FORM NUMBER</u>	<u>DESCRIPTION</u>	<u>DATE/ACTION MAILED/REQUESTED</u>	<u>RECEIVED/ COMPLETED</u>
GENERAL:			
1.	Case File Tracking Form	_____	_____
2.	Record Memorandum	_____	_____
3.	Pre -Application	_____	_____
4.	Notice of Ineligibility - Pre-Application	_____	_____
5.	Eligibility Determination Worksheet	_____	_____
APPLICATION INTAKE MEETING:			
6.	Application Intake Meeting Notice	_____	_____
6a.	Income Certification Checklist	_____	_____
7.	Loan Application	_____	_____
8.	Acknowledgments & Insp. Sign-off	_____	_____
9.	Lead Paint Notice	_____	_____
10.	Financial Privacy Act Notice	_____	_____
11.	Notice of Missing Documentation	_____	_____
12.	Notice of Termination - Missing Documents	_____	_____
13.	Notice of Termination - Income Ineligible	_____	_____
14.	Notice of Preliminary Income Eligibility	_____	_____
15.	Notice Pending Termination - Unpaid Taxes	_____	_____
FLOOD ZONE REVIEW:			
17.	Flood Zone Review Checklist	_____	_____
18.	Notice of Pending Term. -Flood Ins.	_____	_____

FORM
NUMBER

DESCRIPTION

DATE/ACTION
MAILED/REQUESTED

RECEIVED/
COMPLETED

COMPREHENSIVE & ELECTRICAL INSPECTION:

19. Comprehensive Property Inspection

A. Work Specification/Cost Estimate

20. Work Write-up Packet

A. Notice to Homeowner to Review

QUOTE SOLICITATION:

21. Proposal Package to Contractors:

a. Instructions to Quoters

b. Proof of Property Inspection form

c. Non-Collusion Statement

d. Insurance Liability Affidavit

e. State of NJ Sales Tax form

f. Rehab Quote form

g. Stockholders Disclosure Statement

22. Notice to Homeowner

AWARD CONTRACT:

23. Quote Summary

24. Contractor Selection

A. Homeowner choice

B. Low quote is above max subsidy

25. Contractor Certification of Work (Quote 15% below Cost Estimate)

26. Contract Award

a. Notice of Award

b. Notice quote rejection

**FORM
NUMBER**

DESCRIPTION

**DATE/ACTION
MAILED/REQUESTED**

**RECEIVED/
COMPLETED**

PRE-CONSTRUCTION MEETING/AGREEMENTS:

27. Pre-construction Meeting Notice

a. Homeowner

b. Contractor

28. Record of Attendance

29. Making the Best of the Construction Process

LEGAL DOCUMENTS TO BE SIGNED:

30. Deferred Loan Agreement

31. Mortgage

32. Mortgage Note

33. Construction Contract

CONSTRUCTION PHASE and PROJECT CLOSE OUT:

34. Notice to Proceed

35. Progress and Final Inspection forms

36. Release of Payments

37. Change Orders

a. Change Order Acknowledgment

b. Change order request form

c. Modified Deferred Loan Agreement

d. Modified Mortgage and Mortgage Note

38. Contractor Certification (liens/warranty)

39. Homeowner Release Form

Income Cover Sheet

Names of all Income Earners in Household: _____

Tenaflly Housing Rehabilitation Program OWNER-OCCUPIED APPROVAL LETTER

Date

Case No.

Applicant (Homeowner)

Address of Applicant

I am pleased to announce that your application for a Tenaflly Housing Rehabilitation Program Loan has been approved. The loan will be a 0% deferred payment loan due when title to the property changes.

If transfer of title takes place and the recipient is a beneficiary then the loan may be continued if said beneficiary applies for and qualifies under the income guidelines. You will not be charged interest nor will you be obligated to make any monthly payments. The loan cannot exceed \$10,000.00.

PROCEDURE:

- Enclosed for your review and signature please find a Borrower's Agreement, which outlines the program requirements. Please sign where indicated and return. The municipality will then sign the Agreement and a fully signed copy will be returned to you for your file.
- You will be contacted in the near future to make arrangements for an inspection of your property. The program inspector will determine the scope of work to be done. He will prepare a work write-up and cost estimate. Only work necessary for the property to meet Municipal Property Maintenance Code will be listed
- You will receive a copy of the work write-up and any questions that you might have will be answered for you concerning the proposed work.
- The work will be bid to qualified contractors that are listed with the municipality. The most reasonable low bidder will be recommended. If you prefer another contractor that has placed a higher bid you have the option to pay the difference in bids and contract with the higher bidder.
- Once a contractor has been chosen arrangements will be made to sign the necessary contracts. This will include: Mortgage, Note, Construction Agreement, and Proceed Order.
- The contractor will be given 60 days to complete all the work. He will be paid when the job is complete and has been satisfactorily inspected by the local code official(s) and the Rehabilitation Specialist.

I look forward to proceeding with your project. Should you have any questions please contact me at 732-485-0756 or steve.weinberg@mac.com.

Sincerely,

Steven Weinberg
Program Administrator

Tenaflly Housing Rehabilitation Program Rental Property Eligibility Worksheet

Name of Applicant: _____

Address of Property: _____

PROFORMA		
Debt	Income	Property
Mortgage:	Rents:	
Maintenance:	Unit 1	Before Value:
Taxes and Utilities	Unit 2	Est. After Value:
Other	Unit 3	
	Unit 4	
Total	Total	Equity:

TENANTS	
Income:	Qualify, yes/no
Unit 1:	
Unit 2:	
Unit 3:	
Unit 4:	

The Property does/does not qualify

The following units qualify according to tenant income: _____

The following units do not qualify according to tenant income: _____

Program Administrator

Date

Tenaflly Housing Rehabilitation Program Rental Owner Approval Letter

Re: Borough of Tenaflly Housing Rehabilitation Program Loan Application

Case No. _____

Dear _____:

I am pleased to announce that your application for a Borough of Tenaflly Housing Rehabilitation Program Loan has been approved. The no interest deferred payment loan will be due when title to the property from the borrower to another party or interest takes place. The units are to be continuously occupied by a low-or-moderate income household for a period of ten years. The base rent for each unit is listed below, along with the percentage the rent can be increased each year. **You will be required to provide 50% of the total eligible construction costs that will be placed in escrow until the work is completed and inspected.** Based upon the tenant information that you provided the following units will be eligible for repair:

Unit No.	Tenant Name	Base Rent

PROCEDURE:

- Enclosed for your review and signature please find a Borrower's Agreement, which outlines the program requirements. Please sign where indicated and return. The municipality will then sign the Agreement and a fully signed copy will be returned to you for your file.
- You will be contacted in the near future to make arrangements for an inspection of your property. The program inspector will determine the scope of work to be done. He will prepare a work write-up and cost estimate.
- You will receive a copy of the work write-up and any questions that you might have will be answered for you concerning the proposed work.
- The work will be bid to qualified contractors that are listed with the municipality. The most reasonable low bidder will be recommended. If you prefer another contractor that has placed a higher bid you have the option to pay the difference in bids and contract with the higher bidder.

- Once a contractor has been chosen arrangements will be made to sign the necessary contracts. This will include: Mortgage, Note, Affordability Control Agreement, Construction Agreement, and Proceed Order.
- The contractor will be given 60 days to complete all the work. He will be paid when the job is complete and has been satisfactorily inspected by the local code official(s) and the Program Inspector.

I look forward to proceeding with you on this project. I will contact you in the near future to arrange for an inspection. Should you have any questions in the meantime please contact me at 732-485-0756 or steve.weinberg@mac.com.

Sincerely,

Steven Weinberg
Program Administrator

Borough of Tenaflly Housing Rehabilitation Program

Certification of Substandard

This certifies that the property located at _____ has health and code violations and that at least one of the following systems need to be replaced or repaired:

Plumbing _____ Yes _____ No

Heating _____ Yes _____ No

Roofing _____ Yes _____ No

Electrical _____ Yes _____ No

Major Structural _____ Yes _____ No

Construction Official/Program Inspector

DEFERRED LOAN AGREEMENT

THE BOROUGH OF TENAFLY HOUSING REHABILITATION PROGRAM

THIS AGREEMENT, made this **6th** day of **April, 2018** between **THE BOROUGH OF TENAFLY** (hereinafter referred to as "**BOROUGH**") and **Steven Weinberg** (hereinafter referred to as "**Owner**") whose principal address is **23 Apple Way**, in the Borough of Tenaflly, County of Bergen, and the State of New Jersey.

WHEREAS, the Borough has instituted a Development Fee Ordinance in order to fund the Borough of Tenaflly Housing Rehabilitation Program (THRP); and

WHEREAS, The Borough has authorized Tenaflly Housing Rehabilitation Program to administer said program; and

WHEREAS, the Owner has submitted an application to the Borough of Tenaflly Housing Rehabilitation Program for the principal goal of upgrading and correcting the code violations in the Owner's property; and

WHEREAS, said application has been reviewed by the Borough and the Owner has been found to be eligible for assistance through the Borough of Tenaflly Housing Rehabilitation Program; and

WHEREAS, the Owner represents that he/she will use the funds solely to perform rehabilitation work on the property as set forth herein and does not intend to convey, sell or otherwise transfer ownership of the property for at least a six year period from the work completion date in accordance with the Borough's Housing Rehabilitation Program.

NOW THEREFORE, in reliance upon and in consideration of the mutual representations and obligations hereunder, Borough and Owner agree as follows:

1. The Owner hereby agrees to make repairs to the property located on **23 Apple Way, Block No. 104, Lot No. 5** in the Borough of Tenaflly, County of Bergen, and the State of New Jersey.
2. The Owner has entered into Construction Agreement(s) with Contractor(s) to perform the rehabilitation work as described in the Rehabilitation Construction Contract, attached hereto as Schedule A.
3. The Borough agrees to make available to the Owner a Deferred Loan in the amount of **\$23875.00 (Twenty three thousand eight hundred seventy five dollars)** subject to the terms and conditions contained in this Agreement specifically set forth herein, Construction Agreement(s) attached hereto as Schedule A and Mortgage and Mortgage Note attached hereto as Schedule B.

4. The Owner represents that he/she has obtained a loan or private funding for all rehabilitation costs over and above the amount of this Agreement necessary to complete the work set forth on Schedule A attached hereto.
5. The Owner, upon signing this Agreement, shall deliver to the Borough or to the Contractor such certified or cashiers check made payable to the Contractor(s) designated in Schedule A as requested by the Borough, in an amount not to exceed the Owner's share of the total rehabilitation costs which is **\$0.00**.
6. In the event the Owner performs any of the rehabilitation work described in Schedule A, only the cost of materials shall be included in the total cost of rehabilitation.
7. The Owner authorizes and directs the Borough, or its designee THRP to make payments directly to Owner's contractor(s) from Owner's Deferred Loan proceeds and the monies received by the Borough under Paragraph 5 above in accordance with the payment schedule contained in Schedule A.
8. The Owner shall cooperate with the Borough and the Contractor to facilitate the performance of the work.
9. Should the Owner request the Contractor to do any work outside the strict scope of the Rehabilitation Contract designated in Schedule A without first requesting permission in writing from the program and, then, obtaining permission in writing from the Program, the Owner agrees that this will constitute a default of this agreement and that any funds expended from the Tenafly Housing Rehabilitation Program will be due and payable.
10. The Owner agrees that if the Contractor, before completing and being paid for all of the work included in the Rehabilitation Contract designated in Schedule A, shall solicit from the Owner additional work beyond the strict scope of the Rehabilitation Contract designated in Schedule A, the Owner will refuse any such solicitations and report any such solicitations immediately to the Program.
11. The Owner shall allow the Borough and its representatives access to the property to inspect the work during all phases of construction.
12. The Owner delegates to the Borough or its designee the ultimate authority to resolve all disputes arising under this Agreement between the Owner, Contractor and/or the Borough. The determination of the Borough or its designee shall be final and binding on the Owner.
13. The Owner further designates to the Borough the right to determine when and if the Contractor is in default in the performance of the rehabilitation work. The Owner retains the right to request the Borough to declare the Contractor in default.
14. The owner further authorizes the Borough to determine if the Contractor has breached any warranty, which would require the repair, replacement or rebuilding of any work

performed under Schedule A attached hereto.

15. The Owner agrees to comply with all local ordinances, regulations and statutes of the State of New Jersey and further agrees to indemnify and hold harmless the Borough of Tenaflly from any and all suits, claims, damages or actions arising out of the performance of this Agreement, including any legal fees and costs incurred. The term "Borough of Tenaflly" is defined to mean the Borough and all its officials, employees, agents and representatives, contractors and consultants.

ATTEST:

THE BOROUGH OF TENAFLY

WITNESS

Steven Weinberg

Date: **4/6/2018**

Rental Borrower's Agreement

BY AND BETWEEN

Borough of Tenaflly

AND

_____,
[insert name(s) of homeowner(s)]

THIS AGREEMENT, entered into on this ____ day of _____ by and between the Borough of Tenaflly, New Jersey (hereinafter referred to as Municipality”) and _____ (hereinafter referred to as “Owner(s)”) for property located at _____, New Jersey _____:

WITNESSETH THAT:

WHEREAS, the Municipality has established policies and procedures for implementation of a Program, which is designed to provide for the equitable distribution of funds and specific use of those funds for the correction of code deficiencies; and

WHEREAS, the Policies and Procedures Manual calls for specific terms and conditions for participation in the Program, including this Agreement; and

WHEREAS, the Owner has been deemed eligible by the Municipality to participate in the Program.

WHEREAS THE property ("Property") which is the subject of the Loan and this Agreement is described in Schedule __ attached.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL AGREEMENTS MADE HEREIN, THE MUNICIPALITY AND THE OWNER AGREE AS FOLLOWS:

1. Owner acknowledges and agrees that the purpose of said Loan is to provide funds for the rehabilitation and completion of renovations to the Rental Property as low income housing which meets the income eligibility requirements specified by the Affordable Housing Program Procedure Guidelines, established by the Council and in compliance with the Council guidelines, and that as a condition of said Loan, the rental, leases, use, and occupancy of the Property is limited to those persons who meet the income eligibility requirements of the Affordable Housing Program Procedure Guidelines and comply with the Council guidelines, the terms of which are incorporated into this Agreement as if more fully set forth at length herein. The Owner's agreement to abide by and comply with the income eligibility requirements and guidelines is evidenced by and set forth in the Declaration of Covenants, Conditions and Restrictions ("Declaration") executed by the Owner and intended to be recorded as an encumbrance against the Property.

2. Owner further acknowledges and agrees that, as a condition of said Loan, Owner must provide to Lender, on each anniversary date of the Loan for a period of ten (10) years from the date hereof, verification in a form specified by and acceptable to Lender and the Council, that all rentals, leases, uses, and occupancies of said property comply with the terms, limitations and conditions of the Loan and the Affordable Housing Program Procedure Guidelines.

3. Owner further acknowledges and agrees that it shall be a breach of the terms of the Loan and this Agreement if: (a) Owner fails to comply with the use, and occupancy income verification requirement; or (b) the present and future rental, sale, lease, transfer, use, and occupancy fail to comply with the terms, limitations and/or conditions of the Loan; all in accordance with the Affordable Housing Program Procedure Guidelines and Council guidelines. Any such violation shall constitute a default and non-compliance with the terms of the Loan and this Agreement, in the sole discretion of Lender] such default and non-compliance, Lender shall have the right to declare the entire amount of the Loan balance, including any outstanding principal and interest due thereon, due and payable immediately, institute a recapture of the funds through a demand for immediate repayment, and Owner shall be obligated to repay said funds to Lender.

4. The Owner, in consideration of the Municipality using Funds to provide an interest-free Deferred Payment Loan, shall be obligated to incur costs for the rehabilitation of buildings, installation and repair of fixtures and/or otherwise upgrading and improvement of the property of the Owner. The cost of these improvements shall be funded in part with a Home Improvement Loan made by the Municipality. This Loan shall be in the amount of \$_____.

5. It is understood and agreed that improvements and upgrading referred to above must be made to correct existing or incipient building code deficiencies in order for the rental units to meet the Municipal Property Maintenance Code. In no case, can improvements be made with Program Loan Funds, which are “ineligible improvements” as described in the Policy and Procedure Manual.

6. Owner agrees to repay the Loan to the Municipality when title to his or/and her property improved with Loan funds is transferred/sold by the Owner to another party or interest.

The conditions, restrictions, terms and provisions contained in this Agreement are intended to be real covenants and shall run with the land and shall be binding mutually on Owner, their heirs, executors, administrators, successors and/or its assigns and Lender, its successors and/or assigns and shall continue to be effective so long as the Loan is outstanding.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

Homeowner (Owner)

Homeowner (Owner)-

Block	Lot

Address of Property

Tenaflly Housing Rehabilitation Program

Mortgage Subordination Policy & Procedures

It will be the policy of the Tenaflly Housing Rehabilitation Program to consider subordination of program mortgages to homeowner refinancing initiatives if the criteria in this section are met and all procedures in this section are followed.

When a homeowner who is participating in the program is attempting to refinance his or her home or to obtain a mortgage equity loan or Reverse Mortgage using their property as collateral and the financing source requires that the THRP mortgage be subordinated to the new mortgage, the following procedures will be followed:

Approval Criteria:

1. After refinancing with a fixed amount mortgage, the total amount of mortgage debt is less than 80% of the current appraised value of the property as determined and documented by the financial institution providing the new financing.

2. After refinancing with a reverse mortgage, the total amount of net equity projected to be available in the property when the youngest borrower reaches 90 years of age, as tabulated on an amortization schedule that assumes an average 1.5% annual average property value increase, to be at least double the outstanding amount of the debt to the Borough under the Program.

3. The property has been inspected by the Borough Construction Office and is found to be free of code defects or violations.

4. Property tax payments and any other municipal liens on the property are current.

Approval Procedures:

1. The Borough Municipal Housing Liaison or their designee - Community Action Services - receives a written request for subordination approval from the homeowner that invites the Borough to inspect the subject property for violations, reaffirms the owner's obligation to repay the THRP Program loan to the Borough (date and amount of loan), includes a check for the Subordination Application fees, and includes the following attachments:

a. Letter from the new source of financing offering the new financing to the homeowner, including the amount of the new loan and all terms of said financing.

b. A draft of the specific subordination documentation that they wish the Borough to execute and record attached. The closing documentation for the new financing will include language stating that junior liens are permissible and will not cause a default.

- c. Statement from Borough Treasurer that all taxes are paid current
- d. Current appraisal of property or such other measure of current value as has been utilized by the new source of financing in making their determination to offer their financing.
- e. Copies of the most current mortgage statement(s) for the mortgage loan(s) currently on the property.

2. Within one week, the Borough Construction Office completes the inspection of the property and delivers its report to the Homeowner and the Department.

3. The Borough Municipal Housing Liaison receives at least 10 days written notice of closing including a copy of proposed closing statement.

4. The Borough Municipal Housing Liaison either forwards the executed subordination documentation to the Homeowner or participates in the closing with said documentation. The Program lists itself as the party to whom the recorded Subordination documentation is returned after recording.

5. Homeowner presents Borough Municipal Housing Liaison with proof that closing has occurred and subordination documentation recorded, including executed copies of the new mortgage indicating that junior liens are permissible.

Subordination Application Fee Schedule (2018):

1. Subordination Application Fee	\$300.00
2. Home Inspection Fee	\$50.00
Total Subordination request Fees:	\$350.00

Tenaflly Housing Rehabilitation Program
(THRP)

REHABILITATION WRITE-UP/QUOTE FORM

HOMEOWNER:

xxxxxx
xxx Smith Place
Tenaflly, NJ 07670
201-222-2701

CONTRACTOR:

XXX Home Improvements
222 XXX Ct
XXX, NJ 12345
973-222-2222

DATE OF SPECIFICATION: September 1 2018

DATE OF REVISION: September 30, 2018

DATE OF CLOSING: October 17, 2018

DATE OF FINAL INSPECTION: December 12, 2018

NOTICE: Where specifications are called out for various items, refer to the "General Specifications for Workmanship and Materials". Work is to follow these specs, unless otherwise indicated.

WINDOWS:

Windows and trim must match exactly what is existing check with the associations for color numbers. All windows must have the grills built into the glass and all windows must have ½ screen not full screens.

Living Room: Remove (3) three window(s) from frame(s). Install 3 new **low E argon gas**, tilt-in vinyl double hung into existing frame(s). At least 5/8" dual pane insulated glass, new stops, welded sash, spiral or steel spring balance system or equivalent, 2 operable sash, 1/2 screen, 2 lights and all hardware for each window.

Cost: \$1,200

Master Bedroom: Remove (2) two window(s) from frame(s). Install 2 new **low E argon gas**, tilt-in vinyl double hung into existing frame(s). At least 5/8" dual pane insulated glass, new stops, welded sash, spiral or steel spring balance system or equivalent, 2 operable sash, 1/2 screen, 2 lights and all hardware for each window.

Cost: \$800

Bedroom #2/Office: Remove (2) two window(s) from frame(s). Install 2 new **low E argon gas**, tilt-in vinyl double hung into existing frame(s). At least 5/8" dual pane insulated glass, new stops, welded sash, spiral or steel spring balance system or equivalent, 2 operable sash, 1/2 screen, 2 lights and all hardware for each window.

Cost: \$400

DOORS:

****All new doors shall be properly mounted at existing openings. Include all appropriate hardware and caulking at each location. Ensure weather resistance and good working order at each location. Repair and restore to proper condition any areas damaged or disturbed due to removal of old doors and or installation of new doors. Installation shall conform to manufacturer's specifications and standard practices. All debris shall be removed from the premises upon completion by the contractor. ****

All door replacement must match existing and any trim that may need to be replaced must match existing, ask association for color code numbers.

Sliding glass door: Remove existing sliding door. Install a new sliding door to fit into existing opening. Include all hardware.

Cost: \$1,450

Interior Doors:

Master bedroom, Bedroom #2/Office, Bathroom: Install a hollow core door on existing jamb. Include privacy lockset and 2 butt hinges.

Cost: \$450

Laundry Room: Install a louvered door on existing jamb. Include privacy lockset and 2 butt hinges.

Cost: \$330

WATER HEATER:

Remove existing 40 gallon electric hot water heater and dispose of it at legal dump. Install a 40 gallon, low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, shut-off valve and electric supply.

Cost: \$850

ELECTRIC:

Laundry Room: Install 1 new flush mounted, ground fault circuit interrupt ivory duplex receptacle using copper romex.

Cost: \$150

Kitchen: Install 2 new flush mounted, ground fault circuit interrupt ivory duplex receptacles using copper romex.

Cost: \$300

HEATING & AIR CONDITIONING:

Clean duct work in entire house . **Cost: \$775**

Furnish and install new white or ivory vent and return covers. Include hardware. **Cost: \$300**

KITCHEN:

Dispose of wall cabinets. Field measure and screw to studs, level and plumb, kitchen wall cabinet with all hardware. Door to have solid wood stiles and plywood panels. Frame to have solid wood stiles, 1/4" plywood sides, metal or plastic corner bracing. Owner's choice of two in-stock designs.

Cost: \$2,100

Dispose of base cabinets in kitchen. Install base cabinet with doors of solid birch or ash stiles and veneered plywood panels. Frame with solid birch or ash stiles, 1/4" veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wood or composition material. Include all hardware. Owner's choice of two in-stock designs.

Cost: \$2,200

Dispose of counter top in kitchen. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of in-stock color and texture.

Cost: \$1,050

Dispose of sink. Install a single bowl stainless steel, self rimming kitchen sink into counter top in kitchen. Including metal body faucet with 15 year drip free warranty, spray, trap, supply lines and shut-off valves.

Cost: \$450

Remove existing floor. Replace any rotted underlayment with new 5/16" underlayment grade plywood, using 7d screw shank or cement coated nails, 6" on center in all directions. Install .070" thick, backed vinyl sheet goods w/minimum seams, per manufacturer's recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Owner's choice of color & pattern within the mid grade price range. Install metal edge strips in openings, & painting shoe molding or vinyl base around perimeter.

Cost: \$900

Remove existing oven and dispose of it at legal dump. Furnish and install 24" in-wall self-cleaning mid-grade oven.

Cost: \$400

Furnish and install 30" four element, counter top electric range.

Cost: \$850

Remove existing range hood. Replace with similar mid grade range hood to fit in existing opening. Repair any damage to drywall and or cabinet in vicinity.

Cost: \$180

Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$20 allowance for fixture.

Cost: \$150

LAUNDRY ROOM:

Remove old vinyl floor and dispose of it. Replace any rotted underlayment with new 5/16" underlayment grade plywood, using 7d screw shank or cement coated nails, 6" on center in all directions. Install .070" thick, backed vinyl sheet goods w/minimum seams, per manufacturer's recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Owner's choice of color & pattern within the mid grade price range. Install metal edge strips in openings, & painting shoe molding or vinyl base around perimeter.

Cost: \$375

BATHROOM:

Remove existing sink, toilet, Vanity, sink and existing floor. Dispose of them.

Install 2 piece, closed coupled, white, vitreous china, water saving commode. Include plastic or pressed wood white seat, Plastic supply pipe, shut-off valve, flap valve and wax seal.

Cost: \$580

Install a 5', 2 or 3 piece, fiberglass tub and shower unit complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and water saving shower head.

Cost: \$3,800

Install a 24" vanity complete with plywood cabinet, cultured marble top with sink, dual control, brass bodied, single lever faucet, supply risers, shut-off valves and all required waste connectors to complete the installation.

Cost: \$550

Replace any rotted underlayment with new 5/16" underlayment grade plywood, using 7d screw shank or cement coated nails, 6" on center in all directions. Install .070" thick, backed vinyl sheet goods w/minimum seams, per manufacturer's recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Owner's choice of color & pattern within the mid grade price range. Install metal edge strips in openings, & painting shoe molding or vinyl base around perimeter.

Cost: \$660

Remove existing exhaust fan and thermostat and dispose of it. Install a ceiling or through-the-wall, exterior ducted, vent fan with damper, thermostat, and chrome faceplate capable of 60 CFM at 60 inches. Include; power and switch wiring using #14 copper romex. Repair any tear out.

Cost: \$320

PAINT:

Whole house: Remove/cover all hardware, fixtures, furniture, personal items not to be painted. Scrape loose, cracked, peeling blistered surfaces. Feather edges/dull gloss surfaces w/sandpaper. Clean all surfaces w/TSP. Fill all holes/cracks. Spot prime & top coat trim, ceiling, walls, doors, windows with owner's choice of premixed acrylic latex. Include any closets. Replace furniture and vacuum room.

Cost: \$1,900

MISCELLANEOUS:

Install a UL approved, ceiling mounted smoke and carbon monoxide detector permanently wired into a receptacle box.

Cost: \$180

TOTAL PROPOSED COST OF REHABILITATION \$23,650.00

This is to certify that the contractor has checked with the High Bridge Construction Office and, if awarded this job, the contractor will obtain the following High Bridge Construction Permits:

_____	Building
_____	Electrical
_____	Plumbing
_____	Fire

Mark with X where indicated.

*Contractor who is awarded the project will be responsible to advise the Municipal Construction Department of all work to be done prior to commencement of same and shall obtain and pay for all permits and order all inspections found to be necessary by the Construction Department. Proof of Final Inspections will be required prior to release of payment. Failure to have Final Inspections on all permitted work will result in payment being held up by the town. All work is to be done in accordance with Municipal codes and standards as set by the Construction Department. It is the responsibility of the contractor to become familiar with those local standards and practices that relate to any work to be performed and the cost of adherence to such local standards and practices are to be included in any quote.

It is understood by all parties that the materials to be used in connection with this project will be of mid-grade quality. Low-grade quality material will not be acceptable and upgraded products will not be financed by the Program. It is understood and agreed to

by the owner and the contractor, individually and jointly, that any upgrades to the work outlined above will constitute a default by both the homeowner and the contractor in the terms of the program and will be grounds for termination of the owner from the program and may result in no program payment to the contractor for any of the work performed.

Contractor and homeowner should discuss all material decisions prior to or at contract signing. Colors and patterns within the mid-grade product line will be the choice of the homeowner.

Contractor will specify where indicated on this write-up product brand he proposed to use. Contractor who ultimately does work will further specify other products to be used at the time of contract signing.

All construction debris created by this project shall be the responsibility of the contractor to remove.

Homeowner

Contractor

Homeowner

Tenaflly Borough Housing Rehabilitation Program (THRP)

Steven J. Weinberg
Program Coordinator
732-485-0756 Cell/Text

PO Box 6025
East Brunswick, NJ 08816
steve.weinberg@mac.com

HOMEOWNER WORK WRITE-UP APPROVAL

Date: _____

Name: Joann Smith

Address: 57 xxxxxxx Pl.
Tenaflly, NJ 07670

I hereby approve the THRP Work Write-Up prepared for my property. The work write-up meets with my understanding of the work necessary to bring my property up to current building code standard. I also certify that I have contacted the program facilitator with any comments or concerns in reference to the work write-up and such concerns have since been resolved. ***I understand that beyond this point in the Program, the only changes allowed to my scope of work will result from unanticipated obstacles to the completion of work items already on the list I am approving here today.***

I hereby give my authorization to THRP to solicit quotes from contractors for the work outlined in the write-up I/we agree not to discuss with contractors the performance of any work which does not appear on the Rehabilitation Writeup/Quote Form, inasmuch as any changes made by me after this approval would constitute a violation of the program rules on my part. I/we further give EHRP authorization to accept and open said quotes associated with work to be done on my home..

I agree that I have been given the opportunity to find contractors of my own choosing to submit quotes for the work to be done under the Program. ***These are listed below.*** I understand and agree that if any such contractor I have found has not submitted the required screening information to the Program within 10 days of the date of this letter, they will no longer be considered for participation and will not be sent quote packages.

Property Owner Signature

Date

Contractor Name

Street Address

Phone #

Steven J. Weinberg
Program Administrator

Chris Fioravanti
Program Inspector

Tenaflly Borough
Housing Rehabilitation Program
(THRP)

Steven J. Weinberg
Program Coordinator
732-485-0756 Cell/Text

PO Box 6025
East Brunswick, NJ 08816
steve.weinberg@mac.com

General Contractor Application

NAME OF COMPANY: _____

ADDRESS: _____

PHONE: (____)_____ CONTACT PERSON: _____

PRINCIPALS OF COMPANY: _____

NJ HOME IMPROVEMENT CONTRACTOR LICENSE # _____

IS THIS COMPANY INCORPORATED? _____ FEDERAL ID# _____

INSURANCE COMPANY: _____ POLICY # _____

LIABILITY & COMPREHENSION INSURANCE COVERAGE \$ _____

IS COMPANY BONDED? _____ AMOUNT OF BOND \$ _____

DO YOU USE SUB-CONTRACTORS? _____ PLEASE LIST (With NJ Home
Improvement Contractor #)

1. _____

2. _____

HAVE YOU EVER BEEN DEBARRED FROM FEDERAL PROGRAMS? _____
IF SO WHEN, AND THROUGH WHAT PROGRAM: _____

HAVE YOU EVER BEEN RESTRICTED FROM OR REMOVED FROM ANY
PROJECT? _____ IF SO, WHEN AND WHERE _____

ARE YOU, OR ANY OF YOUR EMPLOYEES RELATED TO ANY CITY
OFFICIAL? _____ IF SO, GIVE NAME OF PERSON AND RELATION _____

STATISTICAL DATA:

GENDER: MALE OWNED _____ FEMALE OWNED _____

ETHNICITY: WHITE _____ BLACK _____ NATIVE AMERICAN _____
HISPANIC _____ ASIAN/PACIFIC ISLANDER _____

LOCAL, STATE AND FEDERAL REFERENCES

1. NAME OF AGENCY: _____

ADDRESS: _____

PHONE: _____ CONTACT PERSONS: _____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

2. NAME OF AGENCY: _____

ADDRESS: _____

PHONE: _____ CONTACT PERSONS: _____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

PRIVATE WORK REFERENCES

1. NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

2. NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

3. NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

Listing on Online Contractor Sites?

☐ Yelp ☐ Home Advisor ☐ Angie's List ☐ Other _____

**PLEASE ATTACH A COPY OF YOUR LIABILITY AND WORKMEN'S
COMPREHENSIVE INSURANCE**

I CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION IS TRUE
TO THE BEST OF MY KNOWLEDGE.

PRINT NAME

SIGNATURE

DATE

TITLE

REHABILITATION CONSTRUCTION CONTRACT

BOROUGH OF TENAFLY HOUSING REHABILITATION PROGRAM

THIS AGREEMENT, made this 6th day of April, 2018 between Steven Weinberg residing at 23 Apple Way (hereinafter referred to as the "Owner") and Tenaflly Home Repair Specialists, Inc. having its office and principal place of business at 123 Bergen Way, Tenaflly, NJ 07670 (hereinafter referred to as the "Contractor")

WITNESSETH

WHEREAS, the Owner wishes to rehabilitate his/her principal residence located at the above address through participation in the Borough of Tenaflly Housing Rehabilitation Program; and

WHEREAS, the owner has been determined to be eligible for said program; and

WHEREAS, the Borough has awarded the Owner a deferred loan in the amount of \$23650 (Twenty three thousand eight hundred seventy five dollars) to pay for all or a portion of the rehabilitation costs as set forth in deferred loan agreement dated .

WHEREAS, the Owner has secured additional funding in the amount of \$0.00 to meet his/her obligations under the terms and conditions of said Agreement; and

WHEREAS, Contractor is ready, willing and able to perform such construction work as shall be required of Contractor under this Contract to effect such rehabilitation.

NOW THEREFORE, the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I Contract Documents

The following documents shall be deemed to be a part of this Contract.

1. Work write-up and specifications
2. Contractor's Quote form;
3. Schedule of progress payments (if applicable)

ARTICLE II - Definitions

The following words and expressions, or pronouns used in their stead, shall wherever they appear in this Contract, shall be construed as follows, unless a different meaning is clear from the context:

1. "THRP" means the Tenaflly Housing Rehabilitation Program.
2. "Borough" means the Borough of Tenaflly.

3. "Contract" or "Contract Documents" means this Construction Contract and each of the various documents referred to in Article I hereof, both as a whole and separately.

ARTICLE III - Consideration

The Contractor shall furnish all the labor, material and equipment and perform all the work described herein in accordance with the provisions of this Contract, for the lump sum of \$23650.00 (Twenty three thousand eight hundred seventy five dollars).

ARTICLE IV - Commencement and Completion of Work

Section 1. Commencement and Completion of Work

The Contractor shall commence the work to be performed under this Contract as of the date of the signing of this Contract. The Contractor shall diligently pursue and execute the work in strict compliance with the plans, specifications, work write-up and drawings annexed to and forming part of this Contract and shall complete the work on or before _____ 20_____. The time for completion may be extended in accordance with the provisions of Section 2 herein.

Section 2. Extensions

The Contractor shall be entitled to an extension of time for delay in completion of work caused solely by: (1) acts or omissions of the Owner or (2) supervening conditions entirely beyond the control of the Contractor, provided that the Contractor shall file a written Request for Extension with the Borough within five (5) days after the commencement of any condition which is causing or may cause delay in completion. The determination of the Borough on Contractor's request for an extension shall be final and binding on the parties.

ARTICLE V - Performance During Construction

Section 1. Permit; compliance with Law

The Contractor shall obtain and pay for all permits, inspections and licenses necessary for the undertaking, execution and completion of the work and labor to be performed, and shall comply with all applicable federal, state and local laws, rules, regulation, codes and ordinances.

Section 2. Owner Cooperation

The Owner shall take all necessary steps to protect and secure all property on or adjacent to the work area. The Owner shall assure that the Contractor has access to those premises necessary for the performance of the work described herein.

Section 3. Clean Premises

The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris and shall make the job site broom clean within five (5) working days after completion of the work specified in this Contract.

Section 4. Inspection of Books and Records

During the progress of the work and for a period of three (3) years after final payment, the Contractor shall preserve the Borough records, correspondence, construction documents, receipts, vouchers, payrolls and agreements, if any, with subcontractors, relating to this contract and to be performed under this Contract. The Contractor expressly covenants and agrees to preserve all such records for a period of three (3) years after initial payment.

Section 5. Inspection of Work

During the performance of the work and up to the date of final payment, the Contractor shall at all times afford the Owner and the Borough every reasonable, safe and proper opportunity for inspection of the work in progress. Inspection and approval by the Owner and the Borough of finished work being performed, shall not relieve the Contractor from the obligation of correcting or replacing all defective work or equipment constructed under this Contract.

Section 6. Disputes

The determination of the Borough or its designee shall be final and binding upon the parties in the event of dispute between the Owner and Contractor.

Section 7. Disputes; Owner at Fault

If, as a result of a dispute, the Borough determines that the acts, omissions or neglect of the Owner are of such a nature as to render performance by the Contractor or Subcontractors, if any, impossible, the Borough may terminate the Contract by finding the Owner in default and the Owner shall pay the Contractor for the value of work performed and materials supplied.

Section 8. Disputes; Contractor at Fault

In the event of a dispute between the Owner and the Contractor concerning the proper performance of the work, or the quality of materials or supplies provided by the Contractor or any Subcontractor, the determination of the Borough shall be final and binding on the parties. If the Borough rejects any such performance, materials or supplies, the Borough shall notify the Contractor of its disapproval or rejection and may order the replacement or repair of any finished or unfinished work.

Section 9. Rejected Work and Materials

All rejected work, materials or equipment shall be promptly taken down and removed from the premises. All such rejected materials shall belong to the Contractor.

Section 10. Protection of Property

During the performance of this Contract, and up to the date of final payment, the Contractor shall take all reasonable precautions to protect persons, property and materials of the Owner, and of others on or adjacent to the site, from damage, loss or injury resulting from the Contractor's or Subcontractor's operations under legal duty to protect. Furthermore, the Contractor agrees to indemnify and hold the Owner and the Borough harmless against any and all claims, demands or legal proceedings

which may result from the Contractor's failure to comply with the provisions of this section. As used herein "Borough" means the Borough of Tenafly and its officials, employees, agents, consultants and representatives.

Section 11. Insurance

Prior to the commencement of and until the final payment under this Contract, the Contractor shall take out and maintain, at Contractor's expense, a comprehensive liability insurance policy with a minimum limit of \$500,000.00, per the requirements for New Jersey Home Improvement Contractor licensing and N.J.A.C. 13:45A-17.12.

The Owner shall assume liability for his own negligent acts or omissions which result in bodily injury, death or property damage.

Section 12. Indemnification

The Contractor agrees to indemnify and hold the Owner and the Borough harmless against any and all claims, demands, or legal proceedings, including costs and attorney fees, which may arise in connection with or on account of the work, operations, maintenance, or supervision by the Contractor of the construction work which is the subject of this Contract. As used herein "Borough" means the Borough of Tenafly, its officials, employees, agents and representatives.

Section 13. Damages to Property

The Contractor shall be responsible for damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, and shall, at his own expense, completely repair any damage thereto caused by his operations.

The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining and in the immediate vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract.

Section 14. Change in the Work

The Borough may make changes in the work required to be performed by the Contractor under this Contract by making additions thereto, or by omitting work therefor, without invalidating the Contract. All changes in the work must be authorized in writing on a Change Order by both the Borough and the Owner prior to the Contractor commencing any work other than what is contained in this Contract. Neither the Borough nor the Owner will accept responsibility or liability for any claim or charge for extra work made by the Contractor that has not been previously approved in writing by both the Borough and the Owner.

If the changed work is more costly to the Contractor than the original contract work, an adjustment of the Contract payment provisions will be made to compensate the Contractor for such additional cost. If such change is less costly to the Contractor than the original work, an adjustment of the Contract payment provisions will be made to credit the Owner with such decreased cost.

ARTICLE VI - Labor Provisions Applicable During Construction

Section 1. Equal Employment Opportunities

During the performance of this Contract, the Contractor agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rate of pay or the forms of compensation; and selection for training, including apprenticeship.

Section 2. Anti-Kickback Provisions

The Contractor shall comply with the applicable regulation of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act: of June 13, 1984 (48 Stat. 948; 62 Stat. 8962; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c) and any amendments or modifications thereof.

ARTICLE VII - Contractor's Default; Borough Right to Terminate the Contractor

Section 1. Owner's Acts on Default

The Owner hereby specifically authorizes and delegates to the Borough the right to declare the Contractor in default of the whole or any part of the work required to be performed pursuant to this Contract with or without consent of the Owner at the time of default. The Owner, however, retains the right to request the Borough to declare a default.

Section 2. Borough Right to Declare Default and Substitute Contractor

The Borough may declare the Contractor in default for any of the following reasons or for other good cause:

- A. The Contractor becomes insolvent;
- B. The Contractor makes an assignment for the benefit of creditors pursuant to the laws of the State of New Jersey;
- C. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
- D. A receiver is appointed to take charge of the Contractor's property or affairs;
- E. The Contractor fails to commence work within 15 days after the date of a Notice to Proceed.
- F. The Contractor abandons the work;
- G. The Contractor refuses to proceed with the work when and as directed by the Borough;

- H. The Contractor, without just cause, reduces his working force to a number which, if maintained, would be insufficient in the opinion of the Borough to complete the work in accordance with the approved progress schedule, and fails or refuses to increase such working force sufficiently when ordered to do so by the Borough;
- I. The Borough determines that the Contractor is unnecessarily, unreasonably or willfully delaying the performance and completion of this work, the award of necessary subcontractors, or the placing of necessary material and equipment orders;
- J. The Borough determines that the Contractor is not performing its obligations under this Contract in accordance with its terms, including, but not limited to, the performance of all work required under the terms of this Contract in a workmanlike manner;
- K. The work is not complete on or before the completion date set forth herein and the Contractor has not received an extension of the completion date as permitted in Article IV, Section 2.
- L. The Contractor fails to maintain insurance coverage as required by Article V, Section 11 of this Contract;

Section 3. Declaration of Default, Substitute Contractor

After declaring the Contractor in default, the Owner with Borough approval shall secure a replacement Contractor to complete the work.

ARTICLE VIII - Payment

Section 1. Payment Generally

All amounts due and payable to the Contractor by the Owner shall be paid at the time of the signing of this Contract. All amounts due and payable to the Contractor from the proceeds of the Borough Rehabilitation Program loan to the Owner, including the Final Payment, for the work performed under this Contract, shall be paid within thirty (30) days after the work is satisfactorily completed and approved by the Borough. Payment shall be made by the Borough directly to the Contractor from the proceeds of the Owner's project loan. In no event shall the Borough be liable to make payments to the Contractor in an amount greater than as appropriated under the Owner Mortgage, Note and Deferred Loan Agreement with the Borough.

Section 2. Progress Payment

The Contractor may make application to the Borough for Progress Payments. Such partial payments may be made at the discretion of the Borough when, in the sole judgement of the Borough, partial payments must be made to insure continuation of the Contract.

Section 3. Conditions Precedent to Final Payment

Final Payment to the Contractor shall not become due and payable until the

Contractor furnishes the Owner and the Borough with the following:

- A. An appropriate release of liens if an intent to file a lien has been filed;
- B. A permanent certificate of occupancy, if required by law;
- C. Copies of all warranties and guarantees governing performance of work and equipment during the course of the Contract. Contractor is to provide manuals and clear title to all equipment installed during the course of this Contract.

Section 4. Final Payment

Upon completion of all the conditions described in Section 3 above, the Contractor shall be entitled to the Final Payment. Upon final payment, the Borough and its agent are no longer responsible for work performed under this agreement. In the event there are defects in the quality of workmanship, for which the Contractor is responsible, the Borough reserves the right to retain up to twenty (20%) percent of the total contract price. All such defects shall be cured by the Contractor within thirty (30) days of receipt of written notification of said defects.

The balance of the Final Payment shall be payable to the Contractor upon the correction of work or materials found to be defective by the Borough.

Section 5. Correction of Work After Final Payment

The Contractor shall promptly repair, replace or rebuild any finished work or materials or equipment in which defects of materials or workmanship may appear within one year after Final Payment. This warranty is exclusive of normal wear and tear or mistreatment of rehabilitated items. The Contractor shall furnish the Owner with all manufacturers and suppliers' written guarantees and warranties covering materials and equipment furnished by this Contract.

Notice by the Owner to the Contractor to repair, replace or rebuild such defective work shall be deemed timely if given not later than ten (10) days after the expiration of the one (1) year period.

If the Contractor fails to repair, replace or rebuild such defective or damaged work promptly after receiving such notice, the Owner shall have the right to have the work done by others, and the Contractor shall be liable to reimburse the actual cost thereof to the Owner upon demand.

Section 6. Payments in Event of Failure to Complete

Where the Contractor is declared in default by the Borough pursuant to the provision of Article VII, and the work is completed by a Substitute Contractor, the maximum amount of monies for which the Owner shall be liable to the Contractor shall be: (1) the difference between the amount payable to the Substitute Contractor and the amount set forth in Article III of this Contract; (2) less any amount already paid to such Contractor. Any payment to the Contractor in default shall only be made after the Substitute Contractor has received a Final Payment. Said payment shall be accepted by the Contractor as full and final payment under this Contract.

ARTICLE IX - Miscellaneous Provisions

Section 1. Lead-Based Paint Poisoning Act

The Contractor agrees that all construction/rehabilitation shall be executed in accordance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et.seq.)

Section 2. Interest of Borough Officials

No elected or appointed official or employee of the Borough shall receive or participate, either directly or indirectly, in the benefits of this Contract.

Section 3. Interest of Local Government Officials

No officer or employee of the municipal government who exercises any functions or responsibilities in connection with the carrying out of the program to which this Contract pertains shall have any private interest, direct or indirect, in the proceeds of this loan.

Section 4. Governing Law; Amendment

This Contract shall be construed in accordance with the laws of the State of New Jersey. It may be modified or amended only by a written instrument executed by the Owner and Contractor with the written approval of the Borough.

Section 5. Authority of the Borough

The Borough shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for Lender this Contract and construction thereof. The Borough's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract to specifications, the determination or decision of the Borough shall be final and binding on the rights of the Contractor and the Owner.

Section 6. Borough Determination Final

If any provisions of this Contract requires the Borough to approve or take other appropriate action, the Borough shall confer with Owner. In the event of any disagreement between the Borough and Owner, or where Owner refuses to approve any action taken or omitted by the Contractor or the Borough, the determination of the Borough shall be final.

Section 7. Severability

If this Contract contains any unlawful provision, not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice from either party be deemed stricken from the Contract without affecting the binding force of the remainder.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date first above written.

Contractor:

Homeowner:

Tenaflly Borough Housing Rehabilitation Program (THRP)

Steven J. Weinberg
Program Coordinator
732-485-0756 cell/text

PO Box 6025
East Brunswick, NJ 08116
steve.weinberg@mac.com

CONTRACT CHANGE ORDER

Property Owner's
Name: **xxxxxxx**
Address: **xxxxxxx**
Tenaflly, NJ 07670

Contractor's Name: **XXXXXXXXXXXX**

The Parties to the Rehabilitation construction Contract dated **10/9/18** have agreed upon the following change in the scope of rehabilitation work to be performed.

Item	Decrease	Increase
Supply and install wrought iron railing at front entrance, prime and paint railing.		\$920.00
Install exterior motion sensor lighting at front of house.		\$180.00
Front storm door removed from contract.	\$420.00	
2 additional storm doors removed from contract	\$840.00	
Weather stripping at front door entrance	\$ 80.00	

Corrected Original Contract Price **\$22,500.00**

Total Increase Cost: + \$ **1,100.00**

Total Decrease Cost: - \$ **1,340.00**

Net Change - **\$240.00**

REVISED CONTRACT PRICE: \$22,260.00

This work change will be paid for in the following manner: **Program \$22,260.00**

Owner Approval: _____

Date: November 24, 2018

Contractor: _____

Date: November 24, 2018

Program: _____

Date: November 24, 2018

MORTGAGE

THIS IS A LEGALLY BINDING DOCUMENT WHICH CREATES A LIEN. DURING THIS THREE-DAY PERIOD, YOU MAY CHOOSE TO HIRE AN ATTORNEY TO REVIEW THIS DOCUMENT. IN THIS THREE-DAY PERIOD, IT IS POSSIBLE TO CANCEL THE DOCUMENT WITHOUT ANY PENALTY. THE CANCELLATION, HOWEVER, MUST BE IN WRITING.

THIS MORTGAGE made this **6th day of April, 2018** between: **Steven Weinberg** residing at **23 Apple Way**, Tenaflly, NJ 07670, the **BORROWER(S)**, and the **Borough OF Tenaflly**, 100 Riveredge Rd, Tenaflly NJ 07670, the **LENDER**.

The BORROWER(S) has applied for monetary assistance under the LENDER'S Tenaflly Borough Housing Rehabilitation Program for the purpose of correcting defects in the house and bringing up to Property Maintenance Code standards. The LENDER has agreed to grant the BORROWER(S) a loan with deferred payments in the amount of: **\$23650.00 (Twenty three thousand eight hundred seventy five dollars)** which shall constitute the total amount of the loan on which no interest shall be charged. Receipt of the loan is hereby acknowledged and is evidenced by a Mortgage Note which will be signed at the same time as this document.

The loan is to be repaid by the BORROWER(S) in accordance with this Mortgage and subject to all the terms and conditions as listed in the Mortgage Note. The Mortgage will secure that the LENDER will be repaid the monies loaned and any other costs or charges incurred for the repair of the BORROWER (S') property.

To insure that BORROWER(S) performs its obligations as called for by the Mortgage and Mortgage Note, the BORROWER(S) hereby mortgages to the LENDER, its successors and assigns the tract of land and premises located in the Borough of Tenaflly, County of Bergen, State of New Jersey, at more specifically known as **Block 104, Lot 5** as shown on the current tax map of the Borough of Tenaflly. This premises was conveyed to the BORROWER(S) by deed from **Howard Langer** dated **5/8/1987** and recorded in the Borough Clerk's Office on **5/20/1987** in **Book No. 00001, Page 1**.

The BORROWER(S) agrees:

- 1) Ownership. BORROWER(S) owns the property and will defend his/her ownership against all claims.
- 2) Payments. He/she will make all payments required by the Mortgage Note and Mortgage.
- 3) Insurance. He/she will maintain extended coverage insurance on the property in an amount at least equal to the amount of the mortgage. Insurance companies, policies, amounts and types of coverage must be acceptable to the LENDER. He/she will notify the LENDER in the event of any substantial loss or damage. The LENDER may then settle the claim on his/her behalf if he/she fails to do so.
- 4) Repairs. He/she will keep the property in good repair, neither damaging nor abandoning it. He/she will allow the LENDER to inspect the property upon reasonable notice.
- 5) Mortgage and Mortgage Note. He/she will comply with all of the terms of the Mortgage, Mortgage Note and the Tenaflly Borough Housing Rehabilitation Program guidelines and procedures. If any provision of this Mortgage is found to be inconsistent with the Mortgage Note, the terms of the Mortgage Note shall control.

- 6) Lawful Use. Use of the property shall be in compliance with all the laws, ordinances and other requirements of any governmental authority.
- 7) The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property.

The LENDER may declare BORROWER(S) in default on the Mortgage Note and this Mortgage if:

- a) BORROWER(S) fails to make any payment required by the Mortgage Note and this Mortgage within 30 days after its due date;
 - b) BORROWER(S) fails to keep any other promise he/she makes in the Mortgage Note or this Mortgage;
 - c) BORROWER(S) sells the property, transfers title to the property, dies, or (in the case of a single family home) the borrower rents it to anyone for any reason. If the property contains rental units, the borrower may only rent to certified low or moderate income renters per COAH regulations for the life of the Mortgage and Mortgage Note.;
 - d) The holder of any lien (debt) on the property starts foreclosure proceedings; or
 - e) Bankruptcy, insolvency or receivership proceedings are started by or against any of the BORROWERS;
 - f) There is a default under a senior mortgage; or
 - g) BORROWER(S) fails to comply with any term or condition set forth in the Tenaflly Borough Housing Rehabilitation Deferred Loan Agreement, the Mortgage Note, this Mortgage or the Tenaflly Borough Housing Rehabilitation Program guidelines and procedures.
- 8) Rights Given to the Lender. BORROWER(S) mortgage the property to the LENDER. This means that he/she gives the LENDER those rights stated in this Mortgage, also those rights the law gives to lenders of mortgages on real property. When he/she pays all amounts due to the LENDER under this Mortgage Note and Mortgage, LENDER'S rights under this Mortgage will end. The LENDER will then cancel this Mortgage at BORROWER(S) expense.
 - 9) Term. This Mortgage shall be due and payable whenever this property shall be sold or title transferred as provided for in the Mortgage Note.
 - 10) The Lender will subordinate the lien of this Mortgage to the lien of any home equity loan, secondary mortgage or refinancing to be procured by the BORROWER(S), not exceeding the sum of fifty percent (50%) of the amount of this mortgage; this provision to be binding upon the parties hereto, their heirs and executors
 - 11) This mortgage shall be subject to and subordinate to a mortgage hereinafter executed by BORROWER(S), to secure a loan in such amounts as are granted by a bonafide institutional lender for construction of improvements or repairs upon the premises and to finance same on a permanent basis, which mortgage or mortgages, when duly recorded, shall constitute a lien and charge on said lands prior and superior to the lien in charge of the Mortgage. The LENDER shall, if required by the lending institution, execute such documents as may be necessary within five days of request to do so, to further indicate the subordinate character of the Mortgage; it being the intention of the parties thereto that the

Mortgage shall be automatically subordinate to any bonafide institutional mortgage without necessity of execution of any further documents..

- 12) No Waiver by Lender. LENDER may exercise any rights under this Mortgage even if LENDER has delayed in exercising that right or has agreed to an earlier instance not to exercise that right. LENDER does not waive it rights to declare that BORROWER(S) is in default by making payments or incurring expenses on BORROWER(S) behalf.

THE BORROWER(S) HEREBY DECLARES AND ACKNOWLEDGES THAT THE BORROWER(S) HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed the agreement and that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:

BORROWER(S)

Steven Weinberg

INDIVIDUAL ACKNOWLEDGMENT
STATE OF NEW JERSEY
Borough OF Tenafly

ss.

On this ____ day of _____, 20 ____,

by me _____, personally appeared

who I am satisfied is the person(S) named in and who executed this document, and who signed, sealed and delivered the same as his/her voluntary act and deed, for the purpose herein specified.

NOTARY PUBLIC

MORTGAGE NOTE

FOR VALUE RECEIVED, the undersigned BORROWER(S) promises to pay in accordance with this Mortgage Note to the order of the Borough OF Tenaflly located at the Tenaflly Borough Municipal Building, 100 Riveredge Rd., Tenaflly, NJ 07670 (LENDER), the sum of: **\$23650.00 (Twenty three thousand eight hundred seventy five dollars)** at no interest which LENDER has loaned to the BORROWER(S) under the LENDER'S Borough of Tenaflly Housing Rehabilitation Program, to make home improvement repairs to the BORROWER'S (S') property located at **23 Apple Way** more specifically known as **Block 104, Lot 5** as shown on the current tax map of the Borough of Tenaflly and described in the Mortgage signed on the same date as this Mortgage Note, and to spend on this rehabilitation the total sum of: **\$23650.00 (Twenty three thousand eight hundred seventy five dollars)** which is comprised of the following:

A) A homeowner's share in the amount of **(\$0.00)** which must be paid to the contractor(s) at the signing of the contract and before work begins.

B) A loan of **\$23650.00 (Twenty three thousand eight hundred seventy five dollars)**, the principle of which shall be due and payable whenever this property shall be sold or title transferred or Borrower(s) no longer occupies the property as borrower(s) primary residence. It also shall be agreed that the Borrower(s) shall not sell or rent the property for a ten year period, from the work completion date, without being assessed an administrative fee which will be due with the final payment of the loan in accordance with the Borough's Housing Rehabilitation Program.

- 1) BORROWER(S) agrees to be responsible for any unforeseen costs for change orders necessary in order to rehabilitate or repair BORROWER'S (S') property and understands that any additional monies will be added to the deferred payment loan.
- 2) BORROWER(S) will promptly pay all taxes, levies and assessments on the property.
- 3) In accordance with this loan, BORROWER(S) is responsible to pay the full amount of the loan at no interest to him/her. Payment must be made to the LENDER within thirty (30) days if the BORROWER(S) should die or if the BORROWER(S) transfers title or, in the case of a single family home, rents it to someone for any reason, in which event BORROWER(S) or his/her heirs, executors or representatives must notify the LENDER within ten (10) days by certified mail at the above address. If the property contains rental units, the BORROWER may only rent to certified low-or-moderate-income renters per COAH regulations, or be declared in default of the terms of the Mortgage and Mortgage Note. Payment shall be made payable to the order of the Borough of Tenaflly.
- 3a) Should the BORROWER sell or rent the property within a ten year period from the completion date of the work completed with said loan, or cease to occupy the property as the BORROWER's primary residence, BORROWER agrees to pay the LENDER an additional sum of \$2000 administrative fee to cover the Borough's costs for assisting a replacement household in the Tenaflly Housing Rehabilitation Program and obtain the required affordable housing credit from the State.

- 4) BORROWER(S) agrees that BORROWER(S) will keep the property in good repair and will not permit deterioration of the property.
- 5) BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting this property.
- 6) The LENDER or his/her agent may make reasonable inspection of the property provided that the LENDER gives notice to the BORROWER(S) prior to the inspection.
- 7) The BORROWER(S) agrees to comply with the terms of the Mortgage Note, Mortgage and the Borough of Tenafly Housing Rehabilitation Program guidelines and procedures. Should BORROWER(S) fail to comply with any term of the Mortgage Note or the accompanying Mortgage, the BORROWER(S) will be in default and the entire loan shall be immediately due and payable. The LENDER may also foreclose on the Mortgage. In the event of a foreclosure, BORROWER(S) shall be responsible for all legal fees, costs of the suit and expenses of the foreclosure.
- 8) The Undersigned, if more than one, agree to be liable individually and as a group for the payment of all monies due under this loan.
- 9) The execution of this Note and accompanying Mortgage supersedes a previous Program Mortgage and accompanying Mortgage Note dated for \$ and renders previous Mortgage and accompanying Mortgage note null and void.

BORROWER(S) acknowledges that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:

BORROWER(S)

Steven Weinberg

DATED: _____

Tenaflly Housing Rehabilitation Program Rental Mortgage

Prepared by: _____

This Mortgage made on _____, 20__ between
_____ (the "Mortgagor") and the **Borough of Tenaflly** having its
office at 100 Riveredge Rd, Tenaflly, NJ 07670, (the "Mortgagee").

WITNESSETH:

Mortgagor, in consideration for a loan extended by the Mortgagee in the amount of \$ _____ in connection with the Property (described below) owned by the Mortgagor, the Mortgagor has signed a note dated _____ (the "Rental Note"). The Mortgagor promises to pay the amounts due under the Note and to abide by all promises contained in the Note and the Affordable Housing Agreement, all of even date herewith executed by the Mortgagor. No payment shall be due on the Rental Note and this Mortgage until title to the property is transferred/sold by the Mortgagor, provided there are no events of default, in the event of a declaration by Mortgagee of a default herein, the amount of the Rental Note shall be immediately due and payable by Mortgagor.

MORTGAGE AS SECURITY

This Mortgage is given to the Mortgagee as security for the payment date and the performance of all promises under the Rental Note, and the Affordable Housing Agreement. The Mortgagor mortgages the real estate owned by the Mortgagor described as follows (referred to as the "Property"):

All of that land located in the _____ of _____, County of Bergen, and State of New Jersey, specifically described as follows:

StreetAddress: _____

Tax Block No.: _____ Lot No.: _____

Together with:

1. All buildings and other improvement that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
3. All rights which the Mortgagor now has or will acquire with regard to the Property.

The Property has been designated as low and moderate income housing as defined by the Fair Housing Act (P.L. 1985, c. 222).

MORTGAGOR'S ACKNOWLEDGEMENTS

The Mortgagor acknowledges and understands that:

- a) Municipalities within the State of New Jersey are required under the Fair Housing Act (P.L.1985, c. 222), and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and
- b) The Property which is the subject of this Mortgage has been designated as housing which must remain affordable to low and moderate income households for a certain period of time (the "restricted period.") With respect to this Mortgage, the restricted period shall be ten (10) years calculated as follows:
- c) The restricted period shall begin on the date on which the Mortgagor has received certification that the Property is free of all code violations as noted on the attached certification of standard condition (the "Certification") signed by the Housing Inspector on _____ or the date of this Rental Mortgage, whichever is later, and shall remain in effect for ten (10) years (the "restricted period"); and

RESTRICTIONS.

To ensure that the Property remains affordable to low and moderate income households during the restricted period, the following restrictions are established with respect to the Property, which restrictions constitute covenants running with the land with respect to the Property and procedures and restrictions governing the occupancy of the Property. The Property is restricted in the occupancy as follows:

1. Within and during the restricted period the occupancy of the Property must comply with the terms, limitations, and/or conditions of the Loan, all in accordance with the Affordable Housing Program Procedure Guidelines, through an occupancy which meets the income eligibility requirements of the Affordable Housing Program Procedure Guidelines.
2. The Mortgagor must comply with the occupancy income verification requirement set forth in the Affordable Housing Agreement executed by the Mortgagor.
3. The Property shall be sold in accordance with all rules, regulations and requirements promulgated by the NJ Department of Community Affairs, to ensure that the Property remains affordable to and occupied by low and moderate income-eligible households for the duration of the restricted period.
4. All deeds of conveyance and Contracts to Purchase from all owners to certified purchasers shall include the following clause in a conspicuous place: "The Owner's right, title and interest in this Property and the use, and rental of this Property are subject to restrictions as contained in a Rental Mortgage in favor of _____ of _____, as Mortgagee, which Mortgage is recorded in the Office of the County Clerk of Bergen County".

The provisions and restrictions contained herein shall constitute covenants running with the land and shall bind all owners, purchasers and occupants of the Property, their heirs, executors,

administrators, successors and/or assigns and all persons claiming by, through or under their heirs, executors, administrators, successors and/or assigns for the duration of the restricted period.

In the event of a breach of any of these restrictions, the owner of the Property agrees to repay the amount then due under the Note, in addition to all costs and expenses including reasonable attorney's fees incurred by the Mortgagee.

In the event of a breach of these requirements, the Mortgagor agrees to repay the amounts due under the Note, in addition to all costs and expenses, including reasonable attorneys' fees incurred by the Mortgagee .

MORTGAGOR'S PROMISES

In consideration for the value received in connection with the funds provided by Lender to renovate the Property, the Mortgagor agrees as follows:

1. The Mortgagor will comply with all of the terms of the Note and this Mortgage, and shall pay or satisfy the principal of the Note.
2. The Mortgagor warrants title to the Property (N.J.S.A. 46:9-2). This means the Mortgagor owns the Property, has the right to mortgage the Property to the Mortgagee, and will defend its ownership against all claims.
3. The Mortgagor shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Mortgagor will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
4. The Mortgagor shall keep the Property in good repair, neither damaging nor abandoning it. The Mortgagor will allow the Mortgagee to inspect the Property upon reasonable notice.
5. The Mortgagor shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.
6. The Mortgagor shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire or other hazards normally included under "extended coverage" insurance. It must also include such other insurance coverage as the Lender may reasonably require. The insurance company, agent, or broker, amounts of coverage and forms of all policies must be acceptable to the Lender. The policies must name Lender as a mortgagee and additional insured.
7. The Mortgagor shall be prohibited from renting or leasing the Property to any party who does not qualify as low or moderate income household.
8. The Mortgage is a lien against the Property. Except for the First Mortgage, the Mortgagor shall not allow any superior liens to be placed against the Property.
9. All improvements to the Property shall be at the Mortgagor's expense.
10. The Mortgagee shall be notified in writing no less than ninety (90) days prior to the proposed sale of the Property.

11. The Mortgagor shall have the responsibility for fulfilling all requirements of all restrictions on or against and all prior mortgages on the Property, including but not limited to affordable housing agreements executed by the Mortgagor or prior or subsequent owners of the Property and established by the NJ Department of Community Affairs, and any first mortgage on the Property.

12. The Mortgagor shall pay all payments due on all liens on the Property and shall not violate any term of any other mortgage.

In the event of a foreclosure by the first mortgagee, the defaulting mortgagor shall be personally obligated to pay to Mortgagee the amount of the Repayment Note then outstanding.

RIGHTS GIVEN TO MORTGAGEE

The Mortgagor, by mortgaging the Property to the Mortgagee, gives the Mortgagee those rights stated in this Mortgage, and all rights the law gives to the Mortgagee. The rights given to the Mortgagee and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Mortgagor and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note and Mortgage, the Mortgagee will cancel this Mortgage.

DEFAULT

The Mortgagee may declare the Mortgagor in default on the Note and this Mortgage if:

1. The Mortgagor fails to comply with the provisions of the Affordable Housing Agreement for Rental Properties, the Rental Note, or this Mortgage;
2. The Mortgagor fails to make any payment required by the Note and this Mortgage;
3. The Mortgagor fails to keep any other promise made in any other note or mortgage constituting a lien against the Property;
4. The Mortgagor fails to comply with the provisions of any affordable housing agreement which imposes restrictions against the Property.
5. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
6. The holder of any lien on the Property starts foreclosure proceedings; or
7. Bankruptcy, insolvency or receivership are started by or against of the Mortgagor;
8. *Any lien or encumbrance on the Property becomes superior to Lender's lien, except for the first mortgage in existence at the time of this Mortgage.*

MORTGAGEE'S RIGHTS UPON DEFAULT

If the Mortgagee declares that the Note and this Mortgage are in default, the Mortgagee shall have, subject to the rights of the First Mortgage, all rights given by law or set forth in this Mortgage, including but not limited to foreclosure, acceleration of all amounts due under the Rental Note, recoupment of funds from a sale in violation of the restrictions, entry on the Property, injunctive relief to prevent further violations, and specific performance.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

NO WAIVER BY MORTGAGEE

The Mortgagee may exercise any right under the Mortgage or under any law, even if the Mortgagee has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Mortgagee does not waive its rights to declare the Mortgagor is in default by making payments or incurring expense on behalf on the Mortgagor.

EACH PERSON LIABLE

This Mortgage is legally binding upon each Mortgagor and all who succeed to their responsibilities (such as heirs and executors). The Mortgagee may enforce any of the provisions of the Note and this Mortgage against any one or more of the Mortgagors who sign this Mortgage.

SUBORDINATE MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage held by _____ and dated _____.

SUBSEQUENT OWNERS

The lien on this Mortgage shall not be released against the Property and the Mortgagor unless any subsequent owner acquiring the Property during the restricted period shall execute the same form of Rental Mortgage, and Rental Mortgage Note and the same shall have been recorded in the Bergen County recording office.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Mortgagor and the Mortgagee.

SIGNATURES

The Mortgagor agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGEMENT

Mortgagor acknowledges receipt of a true copy of this mortgage at no charge.

IN WITNESS WHEREOF the Mortgagor(s) has executed this Repayment Mortgage for the purposes stated herein.

Witness

Signature (Mortgagor)

Signature (Co-Mortgagor)

STATE OF NEW JERSEY)
COUNTY OF BERGEN) ss

BE IT REMEMBERED, that on this ____ day of _____,
19____, before me, the subscriber, _____ personally appeared
_____ who, being by me duly sworn on his/her oath, deposes and make proof to
my satisfaction, that he/she is the Mortgagor (Co-Mortgagor) named in the within
instrument; that this document is the Repayment Mortgage for the described Property; that
the execution, as well as the making of this instrument, has been duly authorized and is the
voluntary act and deed of said Owner.

Sworn to and subscribed before me on the date aforesaid.

Tenaflly Housing Rehabilitation Program Rental Mortgage Note

AMOUNT: \$ _____

DATE: _____

FOR VALUE RECEIVED, the undersigned, _____
("Borrower"), promises to pay the **Borough of Tenaflly** ("Lender"), its successors or
assigns, On or before _____, the sum of _____
Dollars (\$ _____), (the "Loan").

This Note is made by Borrower pursuant to an agreement with Lender for the provision of funds to facilitate the rehabilitation of rental housing in accordance with the income eligibility requirements specified by the Affordable Housing Program Procedure Guidelines as established by the State. Borrower agrees to repay the no interest Loan to the Lender when title to his and/or her property improved with Loan funds is transferred/sold by the Borrower to another party or interest.

Borrower acknowledges and agrees that the purpose of said loan is to provide funds for the rehabilitation of the following property:

_____ of Tenaflly, New Jersey

as housing which meets the income eligibility requirements specified by the Affordable Housing Program Procedure Guidelines as established by the State, and that as a condition of said Loan, occupancy of the premises is limited to those who meet the income eligibility requirements of the Affordable Housing Program Procedure Guidelines, the terms of which are incorporated into this Note as if more fully set forth at length herein. Borrower further acknowledges and agrees that, as a condition of said loan, Borrower must provide to Lender, on each anniversary date of the Loan for a ten (10) year period, verification in a form specified by and acceptable by the State, documentation that the units rehabilitated have remained affordable to and occupied by low and moderate income households.

This Note is given pursuant to a Borrowers Agreement and Affordable Housing Agreement, each dated _____ and _____, respectively, pursuant to the terms of which Borrower is named as the qualified recipient of funds provided by the Lender as part of the Affordable Housing Program. Said funds are to be used for the rehabilitation to remedy certified health and safety code violations of that Real Property owned by Borrower and described in a Mortgage dated the same date as this Note herewith between Borrower and Lender, which Mortgage is being given to secure repayment of the loan in the event of a default in the terms of the Borrowers Agreement and Affordable Housing Agreement and all related instruments, agreements and documents (collectively, the "Loan Documents"), and is secured by a lien on and security interest in the collateral described in the Loan Documents, and is entitled to the benefits thereof.

The term of the Loan ("Term") shall be until the title of the property is transferred or sold to another party or interest, which Term shall commence on the date the Borrower receives certification that the Real Property is free of all code violations noted on the attached certification of standard condition signed by _____ (the "Inspector") on _____. In the event of a Co-Borrower's demise, the Lender shall retain the lien on the premises.

So long as there has been no default, and the Borrower has complied with the terms of this Note, and the other Loan Documents, no payment shall be due on this Note until the title to the property improved with Loan funds is transferred or sold by the Borrower to another party or interest.

Upon the occurrence of any of the following ("Event of Default"), the entire unpaid balance of this Note shall become immediately due and payable by Borrower and Lender may thereafter exercise any rights it has against any collateral for this Note:

- (1) failure of Borrower and tenancies/occupancies to comply with the terms, limitations and/or conditions of the Affordable Housing Agreement,
- (2) failure of Borrower to comply with the tenancy/occupancy income verification requirement pursuant to said Agreement;
- (3) commencement against Borrower (if the same is not dismissed within thirty (30) days) or by Borrower of any proceedings for dissolution, liquidation, reorganization, readjustment or any proceedings in Bankruptcy;
- (4) if Borrower becomes insolvent or is otherwise unable to pay Borrower's debts as and when they become due, or if Borrower makes an assignment for the benefit of creditors or offers a composition or extension to creditors;
- (5) appointment of a receiver, liquidator, custodian, trustee or other official, similar or dissimilar, covering Borrower or any of Borrower's assets;
- (6) execution, levy or attachment of Borrower's assets or property; or
- (7) the occurrence of an Event of Default under any of the Loan Documents.

Any such violation shall constitute a default in the terms of this Loan, the Note and the Loan Documents, in the sole discretion of the Lender. Upon such default, Lender shall have the right to declare the entire amount of the Loan balance, including any outstanding principal and interest due thereon, due and payable immediately.

This Note shall be construed in accordance with and governed by the laws of the State of New Jersey applicable to contracts made and performed in New Jersey. Borrower consents to the exclusive jurisdiction of the Superior Court of New Jersey, Law Division, Bergen County.

Borrower hereby waives presentment, demand, notice of nonpayment, dishonor or acceleration, protest or notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower hereby waives trial by jury and any right thereto. Any failure or delay of Lender to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time or times. The waiver by holder of a breach or default of any provision of this Note shall not operate or be construed as a waiver of any subsequent breach or default thereof. Borrower agrees to reimburse Lender for all reasonable expenses, including reasonable attorneys' fees incurred by Lender to enforce the provisions of this Note, protect and preserve Lender's rights under any Loan Documents executed in connection with this Note, and collect Borrower's obligations hereunder.

The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers and the terms and provisions of this Note are binding upon the Borrower, and his or her heirs, executors, administrators, successors and/or assigns.

Borrower agrees to the terms and conditions of this Note by signing below.

Witness:

By:

Date: _____

Tenaflly Housing Rehabilitation Program Deed Restriction for Rental Units

Prepared by: _____

This Mortgage made on _____, 20____ between
_____ (the "Mortgagor") and the Borough of Tenaflly, Bergen
County, New Jersey, having its office at 100 Riveredge Road, Tenaflly NJ 07670 (the
"Mortgagee").

WITNESSETH:

Mortgagor, in consideration for a loan extended by the Mortgagee in the amount of
\$ _____ in connection with the Property (described below) owned by the Mortgagor,
the Mortgagor has signed a note dated _____ (the "Rental Note"). The Mortgagor
promises to pay the amounts due under the Note and to abide by all promises contained in
the Note and the Affordable Housing Agreement, all of even date herewith executed by the
Mortgagor. No payment shall be due on the Rental Note and this Mortgage until title to the
property is transferred or sold by the Mortgagor, provided there are no events of default, in
the event of a declaration by Mortgagee of a default herein, the amount of the Rental Note
shall be immediately due and payable by Mortgagor.

MORTGAGE AS SECURITY

This Mortgage is given to the Mortgagee as security for the payment date and the
performance of all promises under the Rental Note, and the Affordable Housing Agreement.
The Mortgagor mortgages the real estate owned by the Mortgagor described as follows
(referred to as the "Property"):

All of that land located in the _____ of _____, County of Bergen, and State of
New Jersey, specifically described as follows:

Address: _____

Block No.: _____ Lot No.: _____

Together with:

1. All buildings and other improvements that now are or will be located on the
Property.
2. All fixtures, equipment and personal property that now are or will be attached
to or used with the land, buildings and improvements of or on the Property.
3. All rights which the Mortgagor now has or will acquire with regard to the
Property.

The Property has been designated as low and moderate income housing as defined by the
Fair Housing Act (P.L. 1985, c. 222).

MORTGAGOR'S ACKNOWLEDGEMENTS

The Mortgagor acknowledges and understands that:

- a) Municipalities within the State of New Jersey are required under the Fair Housing Act (P.L.1985, c. 222), and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and
- b) The Property which is the subject of this Mortgage has been designated as housing which must remain affordable to low and moderate income households for a certain period of time (the "restricted period.") With respect to this Mortgage, the restricted period shall be ten (10) years calculated as follows:

The restricted period shall begin on the date on which the Mortgagor has received certification that the Property is free of all code violations as noted on the attached certification of standard condition (the "Certification") signed by the Housing Inspector on _____ or the date of this Rental Mortgage, whichever is later, and shall remain in effect for ten (10) years (the "restricted period"); and

RESTRICTIONS

To ensure that the Property remains affordable to low and moderate income households during the restricted period, the following restrictions are established with respect to the Property, which restrictions constitute covenants running with the land with respect to the Property and procedures and restrictions governing the occupancy of the Property. The Property is restricted in the occupancy as follows:

1. Within and during the restricted period the occupancy of the Property must comply with the terms, limitations, and/or conditions of the Loan, all in accordance with the Affordable Housing Program Procedure Guidelines, through an occupancy which meets the income eligibility requirements of the Affordable Housing Program Procedure Guidelines.
2. The Mortgagor must comply with the occupancy income verification requirement set forth in the Affordable Housing Agreement executed by the Mortgagor.
3. The Property shall be sold in accordance with all rules, regulations and requirements promulgated by the Council on Affordable Housing, to ensure that the Property remains affordable to and occupied by low and moderate income-eligible households for the duration of the restricted period.
4. All deeds of conveyance and Contracts to Purchase from all owners to certified purchasers shall include the following clause in a conspicuous place: "The Owner's right, title and interest in this Property and the use, and rental of this Property are subject to restrictions as contained in a Rental Mortgage in favor of _____ of _____, as Mortgagee, which Mortgage is recorded in the Office of the County Clerk of Bergen County".

The provisions and restrictions contained herein shall constitute covenants running with the land and shall bind all owners, purchasers and occupants of the Property, their heirs, executors, administrators, successors and/or assigns and all persons claiming by, through or under their heirs, executors, administrators, successors and/or assigns for the duration of the restricted period.

In the event of a breach of any of these restrictions, the owner of the Property agrees to repay the amount then due under the Note, in addition to all costs and expenses including reasonable attorney's fees incurred by the Mortgagee.

In the event of a breach of these requirements, the Mortgagor agrees to repay the amounts due under the Note, in addition to all costs and expenses, including reasonable attorneys' fees incurred by the Mortgagee .

MORTGAGOR'S PROMISES

In consideration for the value received in connection with the funds provided by Lender to renovate the Property, the Mortgagor agrees as follows:

1. The Mortgagor will comply with all of the terms of the Note and this Mortgage, and shall pay or satisfy the principal of the Note.
2. The Mortgagor warrants title to the Property (N.J.S.A. 46:9-2). This means the Mortgagor owns the Property, has the right to mortgage the Property to the Mortgagee, and will defend its ownership against all claims.
3. The Mortgagor shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Mortgagor will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
4. The Mortgagor shall keep the Property in good repair, neither damaging nor abandoning it. The Mortgagor will allow the Mortgagee to inspect the Property upon reasonable notice.
5. The Mortgagor shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.
6. The Mortgagor shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire or other hazards normally included under "extended coverage" insurance. It must also include such other insurance coverage as the Lender may reasonably require. The insurance company, agent, or broker, amounts of coverage and forms of all policies must be acceptable to the Lender. The policies must name Lender as a mortgagee and additional insured.
7. The Mortgagor shall be prohibited from renting or leasing the Property to any party who does not qualify as low or moderate income household.
8. The Mortgage is a lien against the Property. Except for the First Mortgage, the Mortgagor shall not allow any superior liens to be placed against the Property.
9. All improvements to the Property shall be at the Mortgagor's expense.

10. The Mortgagee shall be notified in writing no less than ninety (90) days prior to the proposed sale of the Property.
11. The Mortgagor shall have the responsibility for fulfilling all requirements of all restrictions on or against and all prior mortgages on the Property, including but not limited to affordable housing agreements executed by the Mortgagor or prior or subsequent owners of the Property and established by the Council on Affordable Housing, and any first mortgage on the Property.
12. The Mortgagor shall pay all payments due on all liens on the Property and shall not violate any term of any other mortgage.

In the event of a foreclosure by the first mortgagee, the defaulting mortgagor shall be personally obligated to pay to Mortgagee the amount of the Repayment Note then outstanding.

RIGHTS GIVEN TO MORTGAGEE

The Mortgagor, by mortgaging the Property to the Mortgagee, gives the Mortgagee those rights stated in this Mortgage, and all rights the law gives to the Mortgagee. The rights given to the Mortgagee and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Mortgagor and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note and Mortgage, the Mortgagee will cancel this Mortgage.

DEFAULT

The Mortgagee may declare the Mortgagor in default on the Note and this Mortgage if:

1. The Mortgagor fails to comply with the provisions of the Affordable Housing Agreement for Rental Properties, the Rental Note, or this Mortgage;
2. The Mortgagor fails to make any payment required by the Note and this Mortgage;
3. The Mortgagor fails to keep any other promise made in any other note or mortgage constituting a lien against the Property;
4. The Mortgagor fails to comply with the provisions of any affordable housing agreement which imposes restrictions against the Property.
5. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
6. The holder of any lien on the Property starts foreclosure proceedings; or
7. Bankruptcy, insolvency or receivership are started by or against of the Mortgagor;
8. Any lien or encumbrance on the Property becomes superior to Lender's lien, except for the first mortgage in existence at the time of this Mortgage.

MORTGAGEE'S RIGHTS UPON DEFAULT

If the Mortgagee declares that the Note and this Mortgage are in default, the Mortgagee shall have, subject to the rights of the First Mortgage, all rights given by law or set forth in this Mortgage, including but not limited to foreclosure, acceleration of all amounts due under the Rental Note, recoupment of funds from a sale in violation of the restrictions, entry on the Property, injunctive relief to prevent further violations, and specific performance.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

NO WAIVER BY MORTGAGEE

The Mortgagee may exercise any right under the Mortgage or under any law, even if the Mortgagee has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Mortgagee does not waive its rights to declare the Mortgagor is in default by making payments or incurring expense on behalf of the Mortgagor.

EACH PERSON LIABLE

This Mortgage is legally binding upon each Mortgagor and all who succeed to their responsibilities (such as heirs and executors). The Mortgagee may enforce any of the provisions of the Note and this Mortgage against any one or more of the Mortgagors who sign this Mortgage.

SUBORDINATE MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage held by _____ and dated _____.

SUBSEQUENT OWNERS

The lien on this Mortgage shall not be released against the Property and the Mortgagor unless any subsequent owner acquiring the Property during the restricted period shall execute the same form of Rental Mortgage, and Rental Mortgage Note and the same shall have been recorded in the Gloucester County recording office.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Mortgagor and the Mortgagee.

SIGNATURES

The Mortgagor agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGEMENT

Mortgagor acknowledges receipt of a true copy of this mortgage at no charge.

IN WITNESS WHEREOF the Mortgagor(s) has executed this Repayment Mortgage for the purposes stated herein.

Witness

Signature (Mortgagor)

Signature (Co-Mortgagor)

STATE OF NEW JERSEY)
COUNTY OF BERGEN) ss

BE IT REMEMBERED, that on this ____ day of _____,
20____, before me, the subscriber, _____ personally appeared
_____ who, being by me duly sworn on his/her oath, deposes and make proof to
my satisfaction, that he/she is the Mortgagor (Co-Mortgagor) named in the within
instrument; that this document is the Repayment Mortgage for the described Property; that
the execution, as well as the making of this instrument, has been duly authorized and is the
voluntary act and deed of said Owner.

Sworn to and subscribed before me on the date aforesaid.

**Borough of Tenaflly
Housing Rehabilitation Program
(THRP)**

Christopher W. Fioravanti
Program Inspector
267-243-9552

December 15, 2018

Homeowner:

XXXXXXX
XXXXXXX
4 XXXXXX Court
Emerson, NJ 07630

Contractor"

XXXXXXX
XXXXXXXX, LLC
53 XXXXXXXX
XXXXXXXX, NJ XXXXX

Release of Payment

This is to notify you that the Tenaflly Housing Rehabilitation Program (THRP) has inspected the above-referenced project and is in receipt of all necessary notifications of satisfactory inspection reports from the Tenaflly Borough Construction Department and/or Board of Health and has determined that this portion of the work is completed in accordance with the Work Write-up/Quote Form and Construction Contract and meets all applicable codes. We hereby authorize the release of a payment for **\$23,650.00** to be made to the contractor, **XXXX XXXXXXXX, LLC.**

The Homeowner and the THRP agree that the work is completed in a professional manner, is in accordance with all contract documents, and hereby authorize payment.

THRP

Date

Homeowner Signature

Date

Homeowner Signature

Date

**Borough of Tenaflly
Housing Rehabilitation Program
(THRP)**

Christopher W. Fioravanti
Program Inspector
267-243-9552

Certification of Standard

This certifies that the property located at _____ has been
rehabilitated and that it is free of code violations according to the Tenaflly Property
Maintenance Code.

Program Inspector

Date

BOROUGH OF TENAFLY

AFFIRMATIVE FAIR HOUSING 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.)

1a. Administrative Agent Name, Address, Phone Number Community Action Services PO Box 6025 East Brunswick, NJ 08816 732-485-0756		1b. Development or Program Name, Address Borough of Tenaflly Affordable Housing Program	
1c. Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From: TBD To: TBD	1e. State and Federal Funding Sources (if any) N/A	
1f. ☐ Age Restricted ☒ Non-Age Restricted	1g. Approximate Starting Dates Advertising: As Needed Occupancy: As Appropriate		
1h. County Bergen, Hudson, Passaic, Sussex		1i. Census Tract(s): TBD	
1j. Managing/Sales Agent's Name, Address, Phone Number: – Community Action Services Steven Weinberg PO Box 6025 East Brunswick, NJ 08816 732 485-0756			
1k. Application Fees (if any): TBD			

(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.

The Administrative Agent will assign random numbers to each affordable housing applicant for each Tenaflly affordable housing project through a computerized random number generator. Following Tenaflly's initial lottery for a given project, the lottery numbers in any subsequent lottery will begin after the last existing lottery number on the Tenaflly waiting list for that project. Applicants with existing lottery numbers will retain their lottery numbers.

After the list of applications submitted for a specific project during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Preapplication Date) - first come, first served.

In addition to the random number assigned to the household and/or the Preapplication date, there are other factors impacting waiting priority which are described below.

- **Regional Preference:** Applicants that indicated that they lived or work in Tenaflly's Affordable Housing Region 1 (Hudson, Bergen, Passaic or Sussex Counties) will be contacted first. Once those applicants are exhausted, New Jersey resident applicants outside Region 1 will be contacted. Once all New Jersey resident applicants are exhausted, applicants not living in New Jersey will be contacted.
- **Household Size:** Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no in-region households with a person for each bedroom size, units will be offered to smaller sized in-region households that do not have a person for each bedroom. The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor. A household can be eligible for more than one unit size category.
- **Fully Accessible Units:** A household with a person with physical disabilities will get preference on the waiting list for the very limited number of accessible units that might be included in a given affordable housing project. If there is more than one household with a person with physical disabilities on the waiting list, in-region households with a person for each bedroom will be contacted first. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.

WEB SITES:

New Jersey Housing Resource Center: (<https://www.nj.gov/njhrc/>) A free online listing of affordable housing

Tenaflly Borough: (<http://www.tenafllynj.org>) A link from municipal website

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) ☒ Black (non-Hispanic) ☒ Hispanic ☐ American Indian or Alaskan Native ☐ Asian or Pacific Islander ☐ Other group:			
3b. HOUSING RESOURCE CENTER (www.njhousing.gov) A free, online listing of affordable housing ☐			
3c. Commercial Media (required) (Check all that applies)			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 1			
Daily Newspaper			
☒	Once at the start of the affirmative marketing process	Star-Ledger	Northern and Central New Jersey
TARGETS PARTIAL HOUSING REGION 1			
Daily Newspaper			
☐		Record, The	Bergen
☐		Jersey Journal	Hudson
☐		Herald News	Passaic
☐		New Jersey Herald	Sussex
TARGETS PARTIAL HOUSING REGION 1			
Non-Daily Newspaper			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
☐		Bayonne Community News	Hudson
☐		Northern Valley Suburbanite	Northern Bergen
☐		Teaneck Suburbanite	Teaneck, Bergen
☐		Twin Boro News	Northern Bergen
☐		Shopper News	Bergen
☐		The Ramsey Reporter	Ramsey, Bergen
☐		The Town Journal	Franklin Lakes, Bergen
☐		The Village Gazette	Ridgewood, Bergen
☐		Messenger	Garfield, Bergen
☐		Observer	Hasbrouck Heights, Bergen

☐		Weekly News	Hasbrouck Heights, Bergen
☐		Hawthorne Press	Hawthorne, Passaic
☐		Journal America	Passaic
☐		Hoboken Reporter	Hoboken, Hudson
☐		Hudson Current	Hudson
☐		Jersey City Register	Hudson
☐		The Shoppers' Friend	Sussex
☐		The Commercial Leader	Lyndhurst, Bergen
☐		North Bergen Register	Hudson
☐		Secaucus Reporter	Secaucus, Hudson
☐		Weehawken Reporter	Weehawken, Hudson
☐		West New York/Union City Reporter	West New York/Union City, Hudson
☐		Observer	Hudson
☐		The Commercial Leader	Lyndhurst, Bergen
☐		The Leader Free Press	Lyndhurst, Bergen
☐		News Leader of Rutherford	Rutherford, Bergen
☐		North Arlington Leader	North Arlington, Bergen
☐		Our Town	Maywood, Bergen
☐		The Ridgewood Times – Zone 2	Midland Park/Ridgewood, Bergen
☐		The Villadom Times Midland Park	Midland Park/Ridgewood, Bergen
☐		The Palisadian	Bergen
☐		Aim Community News/Aim Action Ads	Passaic
☐		Shoppers Guide to Sussex County	Sussex
☐		Bergen News	Bergen
☐		Press Journal	Palisades Park, Bergen
☐		Korean Bergen News	Bergen
☐		Sun Bulletin	Bergen
☐		News Beacon	Paramus
☐		Slovak Catholic Falcon	(Slovak/English) Passaic
☐		Independence News	Passaic
☐		Home and Store News	Bergen

☐		Our Town	Northern Bergen
☐		The Glen Rock Gazette	Glen Rock, Bergen
☐		Ridgewood News	Ridgewood, Bergen
☐		Suburban News	Northern Bergen
☐		Town News	Northern Bergen
☐		Wyckoff Suburban News	Wyckoff, Bergen
☐		The South Bergenite	Southern Bergen
☐		Secaucus Home News	Secaucus, Hudson
☐		The Advertiser	Sussex
☐		The Advertiser News	Sussex
☐		Sparta Independent	Sparta, Sussex
☐		Sussex County Chronicle	Sparta, Sussex
☐		The Connection Newspaper	Southern Bergen
☐		Jewish Community News	(Jewish) Bergen
☐		Jewish Standard	(Jewish) Bergen
☐		Avance	(Spanish) Hudson
☐		Continental	(Spanish) Hudson
☐		La Tribuna de North Jersey	(Spanish) Hudson
☐		The Argus	West Paterson, Passaic
☐		Suburban Life	Passaic
☐		Today Newspaper	Passaic
☐		Community Life	Northern Bergen
☐		Wood Ridge Independent	Wood Ridge

TARGETS ENTIRE HOUSING REGION 1

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
☐		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 HOUSING 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 WNXV-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 Authority	Passaic, Sussex
☐		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 HOUSING 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

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 1			
AM			
☐		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 HOUSING 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
☐		WWYY 107.1	Sussex

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)				
		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 1				
Bi-weekly				
☐		Al Manassah		Arab-American
Monthly				
☐		Sino Monthly	North Jersey/NYC area	Chinese-American

TARGETS PARTIAL HOUSING 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, Greebrook, Linden, Lydenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language
X		Su Guia	Bergen and Passaic	Spanish-Language
☐		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
☐		Ukranian Weekly	New Jersey	Ukranian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Hudson County			
☒	A flyer will be mailed once at the start of the affordable marketing process	United Parcel Service Inc. NY Corp	492 County Ave, Secaucus, NJ 07094
☒	A flyer will be mailed once at the start of the affordable marketing process	USPS	80 County Road, Jersey City, Nj 07097
☐		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, 07097
☐		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, NJ
☐		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, NJ
☐		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, NJ

☐		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, NJ

Bergen County			
X	A flyer will be mailed once at the start of the affordable marketing process	Hackensack University Medical Center	30 Prospect Ave, Hackensack, NJ 07601
☐		Professional Employer Group Service	2050 Center Ave Ste 336 Fort Lee
☐		County of Bergen, NJ	1 Bergen County Plaza Hackensack, NJ 07601
☐		Society of the Valley Hospital	223 N Van Dien Ave Ridgewood
X	A flyer will be mailed once at the start of the affordable marketing process	NJ Sports & Expo Authority	One Decorte Park Plaza PO Box 640 Lyndhurst, NJ 07071
☐		Merck-Medco Managed Care LLC	100 Parsons Pond Dr. Franklin Lakes 07417
☐		Quest Diagnostics Incorporated	1 Malcolm Ave Teterboro ,NJ 07608
☐		AT&T	15 E Midland Ave Paramus
X	A flyer will be mailed once at the start of the affordable marketing process	Englewood Hospital and Medical Center	350 Engle St., Englewood, NJ 07631
X	A flyer will be mailed once at the start of the affordable marketing process	Aramark Services Management of NJ Inc	50 Route 120 East Rutherford, NJ 07073
☐		Holy Name Hospital	718 Teaneck Road Teaneck
☐		Doherty Enterprises Inc	7 Pearl Ct Allendale
X	A flyer will be mailed once at the start of the affordable marketing process	Bergen Regional Medical Center	230 East Ridgewood Ave., Paramus, NJ 07652
☐		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 Macoprin Rd Bloomingdale, NJ 07403
☐		Acme Markets	467 AllWood Rd Clifton, NJ 07012
X	A flyer will be mailed once at the start of the affordable marketing process	St. Mary's Hospital	350 Boulevard Passaic, NJ 07055
☐		Merry Maids	14 Riverside Square Mall, Bloomingdale, NJ 07403

☐		Health Center at Bloomingdale	255 Union Ave Bloomingdale, NJ 07403
☐		Sommers Plastic Product Co. Inc.	31 Styertowne Rd Clifton, NJ 07012
X	A flyer will be mailed once at the start of the affordable marketing process	St. Joseph's Hospital	703 Main St. Paterson, NJ 07503
☐		BAE Systems	164 Totowa Rd, Wayne, NJ 07470
X	A flyer will be mailed once at the start of the affordable marketing process	Drake Bakeries Inc	75 Demarest Dr, Wayne, NJ 07470
☐		Toys R Us National Headquarters	1 Geoffrey Way, Wayne, NJ 07470
☐		GAF Materials Corporation	1361 Alps Rd, Wayne, NJ 07470
☐		Valley National Bank Headquarters	1455 Valley Road Wayne, New Jersey 07470

Sussex County

☐		Selective Insurance	40 Wantage Ave, Branchville, NJ
X	A flyer will be mailed once at the start of the affordable marketing process	Andover Subacute and Rehab Center	99 Mulford Rd Bldg 2, Andover, NJ 07821
☐		Mountain Creek Resorts	200 State Rt 94, Vernon, NJ
☐		County of Sussex	One Spring Street, Newton, NJ 07860
X	A flyer will be mailed once at the start of the affordable marketing process	Newton Memorial Hospital Inc.	175 High St, Newton, NJ 07860
☐		Vernon Township Board of Education	539 State Rt 515, Vernon, NJ
☐		F.O. Phoenix (Econo-Pak)	1 Wiebel Plz, Sussex, NJ
☐		Hopatcong Board of Education	2 Windsor Ave, Hopatcong, NJ
X	A flyer will be mailed once at the start of the affordable marketing process	Saint Clare's Hospital	20 Walnut St, Sussex, NJ 07461
X	A flyer will be mailed once at the start of the affordable marketing process	Ames Rubber Corp	19 Ames Blvd, Hamburg, NJ 07419

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Fair Share Housing Center	Statewide	Low income minorities	1 notice when units are first available
Latino Action Network	Statewide	Latino	1 notice when units are first available
New Jersey State Conference of NAACP	Statewide	African American	1 notice when units are first available
Mexican American Progress Movement	Bergen-Passaic	Latino	1 notice when units are first available
The New Jersey State Conference of the NAACP	Statewide	African American	1 notice when units are first available

Bergen County NAACP	Bergen	African American	1 notice when units are first available
Jersey City NAACP	Union	African American	1 notice when units are first available
Paterson NAACP	Passaic	African American	1 notice when units are first available
Passaic NAACP	Passaic	African American	1 notice when units are first available
Hoboken NAACP	Union	African American	1 notice when units are first available
The Bergen County Housing Authority	Bergen	Low income minorities	1 notice when units are first available
Northeast New Jersey Legal Services	Bergen-Passaic	Low income minorities	1 notice when units are first available
Bergen Urban League	Bergen	African American	1 notice when units are first available
Garden State Episcopal CDC	Statewide	Low income minorities	1 notice when units are first available
Mount Olive Baptist Church	Bergen	African American	1 notice when units are first available
Urban League Affordable Housing & CDC	Statewide	African American	1 notice when units are first available
Bergen County Housing Coalition	Bergen	Low income minorities	1 notice when units are first available
Fair Housing Council of Northern New Jersey	Region 1	Low income minorities	1 notice when units are first available
New Jersey Community Development Corp.	Passaic	Low income minorities	1 notice when units are first available
Advance Housing, Paterson Habitat for Humanity	Passaic	Low income minorities	1 notice when units are first available
Family Promise of Bergen County	Bergen	Low income minorities	1 notice when units are first available
Saint Paul's Community Develop Corp	Passaic	Low income minorities	1 notice when units are first available
Supportive Housing Associates of New Jersey	Statewide	Low income minorities	1 notice when units are first available
Islamic Center of Passaic and Paterson	Passaic	Islamic minorities	1 notice when units are first available
Monarch Housing Associates	Statewide	Low income minorities	1 notice when units are first available

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X	Sussex County Main Library	125 Morris Turnpike, Newton, NJ 07860
X	Hudson County Administration Building	595 Newark Avenue, Jersey City, NJ 07306
X	Passaic County Administration Building	401 Grand Street, Paterson, NJ 07505 (973) 225-3632
X	Bergen County Administration Building	One Bergen County Plaza, Hackensack, NJ 07601 (201)336-6000
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Tenaflly Municipal Building, 100 Riveredge Road, Tenaflly NJ 07670, Valerie Nicolosi, MHL		
4c. Sales/Rental Office for units (if applicable) Will vary based on development		

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: <u>Municipality's substantive certification</u> or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).	
Valerie Nicolosi _____ Name (Type or Print)	
Borough Municipal Housing Liaison Borough of Tenaflly _____ Title/Municipality	
_____ Signature	_____ Date

 TUESDAY, MARCH 27, 2018
HUD.GOV

U.S. Department of Housing and Urban Development

Secretary Ben Carson



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HUD Approved Housing Counseling Agencies

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Agencies located in NEW JERSEY

Agency Name	Phone, Toll-Free, Fax Number, Email, Website, Agency ID	Address	Counseling Services	Languages	Parent Organization
SENIOR CITIZENS UNITED COMMUNITY SERVICES OF CAMDEN COUNTY, INC.	Phone: 856-456-1121 E-mail: N/A Website: www.scucs.org Agency ID: 80409	537 W Nicholson Rd Audubon, New Jersey 08106- 1970	- Financial Management/Budget Counseling - Home Improvement and Rehabilitation Counseling - Pre-purchase Counseling - Rental Housing Counseling - Reverse Mortgage Counseling - Services for Homeless Counseling	- English - Spanish	
JERSEY COUNSELING AND HOUSING DEVELOPMENT, INC	Phone: 856-309-0040 Fax: 856-309-0111 E-mail: Jerseycou@aol.com Agency ID: 80408	1729 Erial Rd. BLACKWOOD, New Jersey 08012-4483	- Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Rental Housing Counseling	- English - Spanish	
CATHOLIC CHARITIES DIOCESE OF CAMDEN, INC.	Phone: 856-691-1841-18 Fax: 856-692-6575 E-mail: cynthia.lebron@camdendiocese.org Agency ID: 90019	1845 Haddon Ave CAMDEN, New Jersey 08103- 3008	- Rental Housing Counseling - Services for Homeless Counseling	- English - Spanish	CATHOLIC CHARITIES USA
			- Fair Housing Pre-Purchase Education Workshops - Financial Management/Budget		

JERSEY COUNSELING AND HOUSING DEVELOPMENT, IN	Phone: 856-541-1000 E-mail: N/A Website: site.notavailable.org Agency ID: 80407	1844 S Broadway Camden, New Jersey 08104- 1334	Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling	– English – Spanish	
NEIGHBORHOOD HOUSING SERVICES OF CAMDEN, INC	Phone: 856-541-0720 Fax: 856-541-8440 E-mail: nhscamden@comcast.net Website: www.nhscamden.org Agency ID: 80892	601-603 Clinton Street CAMDEN, New Jersey 08103- 1415	– Fair Housing Pre-Purchase Education Workshops – Financial Management/Budget Counseling – Home Improvement and Rehabilitation Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Predatory Lending Education Workshops	– English – Spanish – Vietnamese	
PARKSIDE BUSINESS AND COMMUNITY IN PARTNERSHIP, INC.	Phone: 856-964-0440-15 Fax: 856-964-3664 E-mail: info@pbcip.org Website: www.pbcip.org/what_to_expect.html Agency ID: 83501	1487 Kenwood Avenue CAMDEN, New Jersey 08103- 2904	– Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops	– English	HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY
ST. JOSEPH'S CARPENTER SOCIETY	Phone: 856-966-8117 E-mail: N/A Website: www.sjcscamden.org Agency ID: 84308	20 Church St Camden, New Jersey 08105- 2414	– Financial, Budgeting, and Credit Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops	– English – Spanish	HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY
CCCS OF DELAWARE VALLEY, INC. DBA CLARIFI	Phone: 800-989-2227 Toll-free: 800-989-2227 Fax: 215-563-7020 E-mail: customerservice@clarifi.org Website: www.clarifi.org Agency ID: 82100	1060 Kings Highway North Suite 315 Cherry Hill, NJ 08034 CHERRY HILL, New Jersey 08034-1910	– Financial Management/Budget Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Services for Homeless Counseling	– Cantonese – Chinese Mandarin – English	CCCS OF DELAWARE VALLEY, INC. DBA CLARIFI
	Phone: 973-643-8800 Toll-free: 800-656-9637	1040 Kings Highway	– Home Improvement and Rehabilitation Counseling		

NEW JERSEY CITIZEN ACTION	Fax: 973-643-8100 E-mail: application@njcitizenaction.org Website: www.njcitizenaction.org Agency ID: 81026	Suite 308 CHERRY HILL, New Jersey 08034-1908	– Mortgage Delinquency and Default Resolution Counseling – Pre-purchase Counseling – Financial Management/Budget Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Resolving/Preventing Mortgage Delinquency Workshops	– English – Spanish	NEW JERSEY CITIZEN ACTION
HOUSING PARTNERSHIP FOR MORRIS COUNTY	Phone: 973-659-9222 E-mail: N/A Website: www.housingpartnershipnj.org Agency ID: 81648	2 E Blackwell St Ste 12 Dover, New Jersey 07801- 4645		– English – Spanish	NEIGHBORHOOD REINVESTMENT CORP. DBA NEIGHBORWORKS AMERICA
CATHOLIC CHARITIES OF THE ARCHDIOCESE OF NEWARK	Phone: 973-266-7964 Fax: 973-676-0172 E-mail: copt-hof@ccannj.org Website: www.ccannj.com Agency ID: 90020	37 Evergreen Place EAST ORANGE, New Jersey 07018-2154	– Rental Housing Counseling – Services for Homeless Counseling	– English – Spanish	CATHOLIC CHARITIES USA
TRI-CITY PEOPLES CORPORATION	Phone: 973-675-4484-2165 Fax: 862-930-3745 E-mail: tcaldwell@tri-citypeoples.org Website: www.tri-citypeoples.org Agency ID: 83474	60 Evergreen Place, Suite 412 EAST ORANGE, New Jersey 07018-2117	– Home Improvement and Rehabilitation Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Resolving/Preventing Mortgage Delinquency Workshops	– English	
URBAN LEAGUE OF UNION COUNTY	Phone: 908-351-7200 E-mail: N/A Website: www.uloucny.org Agency ID: 80403	288 N Broad St Elizabeth, New Jersey 07208- 3711	– Fair Housing Pre-Purchase Education Workshops – Financial, Budgeting, and Credit Workshops – Home Improvement and Rehabilitation Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Rental Housing Workshops – Services for Homeless Counseling	– Creole – English – Portuguese – Russian – Spanish	NATIONAL URBAN LEAGUE

URBAN LEAGUE FOR BERGEN COUNTY	Phone: 201-568-4988 Fax: 201-568-4989 E-mail: info@ulbcnj.org Website: www.ulbcnj.org Agency ID: 80405	12 Tenaflly Road, Suite 103 ENGLEWOOD, New Jersey 07631-2206	- Mortgage Delinquency and Default Resolution Counseling	- English - Spanish - Turkish	
OCEAN COMMUNITY ECONOMIC OPPORTUNITY ACTION NOW, INC. (O.C.E.A.N., INC.)	Phone: 848-240-4570 Fax: 609-677-6805 E-mail: bhudson@oceaninc.org Website: www.oceaninc.org Agency ID: 90137	76 West Jimmie Leeds Rd. Suite 103 GALLOWAY, New Jersey 08205-9411	- Rental Housing Counseling - Services for Homeless Counseling	- English - Spanish	OCEAN COMMUNITY ECONOMIC ACTION NOW, INC. (O.C.E.A.N., INC.)
COUNTY OF BERGEN, DEPARTMENT OF HUMAN SERVICES, DIVISION OF SENIOR SERVICES	Phone: 201-336-7431 Fax: 201-336-7430 E-mail: N/A Website: www.co.bergen.nj.us Agency ID: 80398	1 Bergen County Plz Fl 2 Hackensack, New Jersey 07601-7075	- Reverse Mortgage Counseling	- English - Korean - Spanish	
FAIR HOUSING COUNCIL OF NORTHERN NEW JERSEY	Phone: 201-489-3552 Fax: 201-489-8472 E-mail: fhcnnj1@optimum.net Website: www.fairhousingnj.org Agency ID: 80399	131 Main St Suite 140 Hackensack, New Jersey 07601-7052	- Fair Housing Pre-Purchase Education Workshops - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Rental Housing Counseling	- Arabic - Cambodian - English - Italian	NATIONAL COMMUNITY REINVESTMENT COALITION, INC.
GREATER BERGEN COMMUNITY ACTION, INC.	Phone: 201-968-0200 Fax: 201-342-9339 E-mail: info@greaterbergen.org Website: www.bergencap.org Agency ID: 84293	392 Main St Hackensack, New Jersey 07601-5805	- Financial, Budgeting, and Credit Workshops - Home Improvement and Rehabilitation Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops - Services for Homeless Counseling	- English - Spanish	NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
FAMILY GUIDANCE CENTER CORPORATION	Phone: 609-586-2574 Fax: 609-586-1465 E-mail: mary.halupa@fgccorp.org Website: www.fgccorp.org Agency ID: 82094	1931 Nottingham Way Hamilton, New Jersey 08619- 3554	- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Services for Homeless Counseling	- English - Spanish	NATIONAL FOUNDATION FOR CREDIT COUNSELING, INC.
NEW JERSEY	Phone: 800-656-9637 Toll-free: 800-656-9637 Fax: 973-643-8100	75 Raritan Ave., Suite 200 HIGHLAND	- Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and	- English	NEW JERSEY

CITIZEN ACTION	E-mail: application@njcitizenaction.org Website: www.njcitizenaction.org Agency ID: 80769	PARK, New Jersey 08904-2450	Default Resolution Counseling – Pre-purchase Counseling	– Spanish	CITIZEN ACTION
HUDSON COUNTY HOUSING RESOURCE CENTER, INC.	Phone: 201-795-5615 Fax: 201-434-8643 E-mail: avilela@hudsonhrc.org Website: www.hudsonhrc.org Agency ID: 84986	857 Bergen Avenue JERSEY CITY, New Jersey 07306-4405	– Rental Housing Counseling	– English – Portuguese – Spanish	
THE WATERFRONT PROJECT, INC.	Phone: 551-256-7578 Fax: 201-630-4313 E-mail: dhendon@thewaterfrontproject.org Website: www.thewaterfrontproject.org Agency ID: 90239	830 Bergen Ave. Suite 4A JERSEY CITY, New Jersey 07306-4507	– Rental Housing Counseling – Rental Housing Workshops	– English – Spanish	HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY
GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A/ NAVICORE SOLUTIONS	Phone: 732-409-6281 Toll-free: 866-472-4557 Fax: 732-863-5052 E-mail: education@navicoresolutions.org Website: www.navicoresolutions.org Agency ID: 84870	200 U.S. Highway 9 North MANALAPAN, New Jersey 07726-3072	– Financial Management/Budget Counseling – Financial, Budgeting, and Credit Workshops – Mortgage Delinquency and Default Resolution Counseling – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Reverse Mortgage Counseling	– English – Spanish	
NAVICORE SOLUTIONS – MANALAPAN, NJ	Phone: 732-409-6281 Toll-free: 866-472-4557 Fax: 732-863-5052 E-mail: housing@navicoresolutions.org Website: www.navicoresolutions.org Agency ID: 82226	200 US Highway 9 Manalapan, New Jersey 07726-3072	– Financial Management/Budget Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Reverse Mortgage Counseling	– English – Spanish	GARDEN STATE CONSUMER CREDIT COUNSELING, INC. D/B/A/ NAVICORE SOLUTIONS
CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT	Phone: 609-390-9652 Toll-free: 888-738-8233 Fax: 609-390-9653 E-mail: help@cc-bc.com Website: www.cc-bc.com Agency ID: 81557	299 S Shore Rd US Route 9 So Marmora, New Jersey 08223-1210	– Financial Management/Budget Counseling – Mortgage Delinquency and Default Resolution Counseling – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops	– English – Spanish	CONSUMER CREDIT AND BUDGET COUNSELING, DBA NATIONAL FOUNDATION FOR DEBT MANAGEMENT
			– Financial Management/Budget Counseling		

CONSUMER
CREDIT AND
BUDGET
COUNSELING,
DBA NATIONAL
FOUNDATION
FOR DEBT
MANAGEMENT

Phone: 609-390-9652
Toll-free: 888-738-8233
Fax: 609-390-9653
E-mail: help@cc-bc.com
Website: www.cc-bc.com
Agency ID: 90224

299 S Shore Rd
US Route 9 So
Marmora, New
Jersey 08223-
1210

– Mortgage Delinquency and
Default Resolution
Counseling
– Non-Delinquency Post
Purchase Workshops – English
– Pre-purchase Counseling – Spanish
– Pre-purchase Homebuyer
Education Workshops
– Rental Housing Counseling
– Services for Homeless
Counseling

CONSUMER
CREDIT AND
BUDGET
COUNSELING,
DBA NATIONAL
FOUNDATION
FOR DEBT
MANAGEMENT

HOMES OF
MONTCLAIR
ECUMENICAL
CORP.
(HOMECORP)

Phone: 973-744-4141
Fax: 973-744-5333
E-mail: info@homecorp.org
Website: www.homecorp.org
Agency ID: 90058

1 Woodland
Ave
Montclair, New
Jersey 07042-
4606

– Financial
Management/Budget
Counseling
– Financial, Budgeting, and
Credit Workshops – English
– Mortgage Delinquency and – Spanish
Default Resolution
Counseling
– Pre-purchase Counseling
– Pre-purchase Homebuyer
Education Workshops

HOUSING &
COMMUNITY
DEVELOPMENT
NETWORK OF
NEW JERSEY

NID-HCA D.
WILLIAMS

Phone: 973-590-2727
E-mail: Latishacarlisle@nidonline.org
Website: www.nidhousing.com
Agency ID: 81254

301 E. Hanover
Ave
MORRISTOWN,
New Jersey
07960-4098

– Fair Housing Pre-Purchase
Education Workshops
– Financial
Management/Budget
Counseling
– Home Improvement and
Rehabilitation Counseling
– Mortgage Delinquency and
Default Resolution
Counseling – English
– Non-Delinquency Post
Purchase Workshops
– Pre-purchase Counseling
– Pre-purchase Homebuyer
Education Workshops
– Predatory Lending
Education Workshops
– Rental Housing Counseling
– Services for Homeless
Counseling

NATIONAL
ASSOCIATION OF
REAL ESTATE
BROKERS-
INVESTMENT
DIVISION, INC

URBAN LEAGUE
OF MORRIS
COUNTY

Phone: 973-539-2121
E-mail: **N/A**
Website: ulmcnj.org
Agency ID: 83757

300 Madison
Ave Ste A
Morristown,
New Jersey
07960-6169

– Mortgage Delinquency and
Default Resolution
Counseling – English

AFFORDABLE

Phone: 732-389-2958

3535 Route 66
Ste 4

– Financial, Budgeting, and
Credit Workshops
– Mortgage Delinquency and
Default Resolution
Counseling
– Non-Delinquency Post
Purchase Workshops

NEW JERSEY
HOUSING AND

HOUSING ALLIANCE, INC.	E-mail: N/A Website: www.housingall.org Agency ID: 82133	Neptune, New Jersey 07753-2625	– Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Resolving/Preventing Mortgage Delinquency Workshops – Reverse Mortgage Counseling	– English – Spanish	MORTGAGE FINANCE AGENCY
PUERTO RICAN ACTION BOARD, INC. (HOUSING COALITION OF CENTRAL JERSEY UNIT)	Phone: 732-249-9700 Fax: 732-249-4121 E-mail: gmelendez@prab.org Website: www.prab.org Agency ID: 84236	90 Jersey Ave NEW BRUNSWICK, New Jersey 08901-3258	– Financial, Budgeting, and Credit Workshops – Mortgage Delinquency and Default Resolution Counseling – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Services for Homeless Counseling	– English – Spanish	NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
LA CASA DE DON PEDRO	Phone: 973-485-0701-4601 Fax: 973-485-7448 E-mail: lprezeau@lacasanwk.org Website: www.lacasanwk.org Agency ID: 84555	317 Roseville Avenue NEWARK, New Jersey 07107-1703	– Financial, Budgeting, and Credit Workshops – Mortgage Delinquency and Default Resolution Counseling – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops	– English – Spanish	HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY
NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA) NEWARK, NJ	Phone: 973-679-2601 Toll-free: 617-250-6222 Fax: 877-329-6222 E-mail: N/A Website: https://www.naca.com Agency ID: 84368	60 Park Pl Fl 15 Newark, New Jersey 07102-5511	– Fair Housing Pre-Purchase Education Workshops – Financial Management/Budget Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Predatory Lending Education Workshops	– English – Other – Spanish	NEIGHBORHOOD STABILIZATION CORPORATION (NACA COUNSELING SUBSIDIARY)
NEW COMMUNITY FEDERAL CREDIT UNION	Phone: 973-621-2363 Fax: 973-645-0252 E-mail: mulu@newcommunity.org Website: www.newcommunityFCU.org Agency ID: 81161	274 S Orange Ave Newark, New Jersey 07103-2419	– Fair Housing Pre-Purchase Education Workshops – Financial Management/Budget Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Predatory Lending Education Workshops	– English – Hindi	CONSUMER CREDIT COUNSELING SERVICES OF SAN FRANCISCO D/B/A BALANCE

NEW JERSEY CITIZEN ACTION	Phone: 973-643-8800 Toll-free: 800-656-9637 Fax: 973-643-8100 E-mail: application@njcitizenaction.org Website: www.njcitizenaction.org Agency ID: 80765	The Hahnes Building 625 Broad Street, Suite 270 Newark, New Jersey 07102	– Financial Management/Budget Counseling – Home Improvement and Rehabilitation Counseling – Mortgage Delinquency and Default Resolution Counseling – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops	– English – Spanish	HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY
URBAN LEAGUE OF ESSEX COUNTY	Phone: 973-624-9535 Fax: 973-624-9597 E-mail: alarkins@ulec.org Website: www.ulec.org Agency ID: 83500	508 Central Avenue NEWARK, New Jersey 07107- 1430	– Financial Management/Budget Counseling – Financial, Budgeting, and Credit Workshops – Home Improvement and Rehabilitation Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Rental Housing Workshops – Resolving/Preventing Mortgage Delinquency Workshops – Services for Homeless Counseling	– English – Spanish	NATIONAL URBAN LEAGUE
CATHOLIC FAMILY AND COMMUNITY SERVICES, A CATHOLIC CHARITIES AGENCY FOR THE DIOCESE OF PATERSON	Phone: 973-279-7100-20 Fax: 973-523-1150 E-mail: aalonso@catholiccharities.org Agency ID: 82257	24 DeGrasse Street PATERSON, New Jersey 07505-2001	– Financial Management/Budget Counseling – Rental Housing Counseling – Services for Homeless Counseling	– Arabic – English – Hindi – Polish – Spanish	CATHOLIC CHARITIES USA
HOUSING AUTHORITY OF THE CITY OF PATERSON	Phone: 973-345-5085 Fax: 973-345-5522 E-mail: lruiz@patersonha.org Website: www.patersonhousingauthority.org Agency ID: 81792	60 Van Houten St Paterson, New Jersey 07505- 1028	– Financial, Budgeting, and Credit Workshops – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Predatory Lending Education Workshops	– English – Spanish	
			– Mortgage Delinquency and Default Resolution		

PUERTO RICAN ASSOCIATION FOR HUMAN DEVELOPMENT, INC.	Phone: 732-442-1081 Fax: 732-826-3082 E-mail: prahd@prodigy.net Website: www.prahd.org Agency ID: 84906	100 First Street PERTH AMBOY, New Jersey 08861-4645	Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Resolving/Preventing Mortgage Delinquency Workshops	– English – Spanish	UNIDOS US
THE HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY	Phone: 732-826-3110-631 Fax: 732-826-3111 E-mail: ehill@perthamboyha.org Website: www.perthamboyha.org/ Agency ID: 83664	881 Amboy Avenue PERTH AMBOY, New Jersey 08861-1911	– Home Improvement and Rehabilitation Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Resolving/Preventing Mortgage Delinquency Workshops	– English – Other – Spanish	
CENTRAL JERSEY HOUSING RESOURCE CENTER, INC.	Phone: 908-704-9659 Fax: 908-704-9235 E-mail: cjhrc@verizon.net Website: www.cjhrc.org Agency ID: 80650	600 1st Ave Ste 3 Raritan, New Jersey 08869- 1346	– Financial, Budgeting, and Credit Workshops – Home Improvement and Rehabilitation Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Rental Housing Workshops – Services for Homeless Counseling	– English – Spanish	
FAITH FELLOWSHIP COMMUNITY DEVELOPMENT CORPORATION	Phone: 732-727-9500 E-mail: N/A Website: ffcdc.net Agency ID: 82472	2707 Main St Sayreville, New Jersey 08872- 1457	– Financial Management/Budget Counseling – Financial, Budgeting, and Credit Workshops – Mortgage Delinquency and Default Resolution Counseling – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops	– English – Spanish	NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY
			– Financial Management/Budget Counseling		

MONEY MANAGEMENT INTERNATIONAL – SPRING LAKE	Phone: 866-232-9080 Toll-free: 866-232-9080 Fax: 866-921-5129 E-mail: counselinginfo@moneymanagement.org Website: www.moneymanagement.org Agency ID: 82645	700 Allaire Rd Spring Lake, New Jersey 07762-2289	– Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling	– English – Spanish	MONEY MANAGEMENT INTERNATIONAL INC.
OCEAN COMMUNITY ECONOMIC ACTION NOW, INC. (O.C.E.A.N., INC.)	Phone: 732-288-2614-100 E-mail: hwestbrook@oceaninc.org Website: www.oceaninc.org Agency ID: 82440	2008 Route 37 TOMS RIVER, New Jersey 08753-7183	– Financial, Budgeting, and Credit Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Services for Homeless Counseling	– English – Spanish	
AMERICAN CREDIT ALLIANCE, INC.	Phone: 609-393-5400 Toll-free: 800-332-8648 Fax: 215-428-6746 E-mail: info@501plan.org Website: www.501plan.org Agency ID: 84140	26 South Warren Street TRENTON, New Jersey 08608- 2108	– Financial Management/Budget Counseling – Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops	– English – French – Russian – Spanish	AMERICAN CREDIT ALLIANCE
ISLES, INCORPORATED	Phone: 609-341-4731 E-mail: prose@isles.org Website: isles.org/ Agency ID: 80988	10 Wood St Trenton, New Jersey 08618- 3921	– Mortgage Delinquency and Default Resolution Counseling – Non-Delinquency Post Purchase Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Resolving/Preventing Mortgage Delinquency Workshops	– Cantonese – English – Spanish	HOUSING & COMMUNITY DEVELOPMENT NETWORK OF NEW JERSEY
NORTH HUDSON COMMUNITY ACTION CORPORATION	Phone: 201-210-0100 E-mail: N/A Website: www.nhcac.org Agency ID: 80255	407 39th St Fl 2 Union City, New Jersey 07087-4817	– Fair Housing Pre-Purchase Education Workshops – Financial, Budgeting, and Credit Workshops – Pre-purchase Counseling – Pre-purchase Homebuyer Education Workshops – Rental Housing Counseling – Rental Housing Workshops – Services for Homeless Counseling	– English – Spanish	
BURLINGTON COUNTY COMMUNITY ACTION	Phone: 609-239-4013 Fax: 609-835-9607 E-mail: mmayhand@bccap.org Website: www.bccap.org	One Van Sciver Parkway WILLINGBORO, New Jersey	– Rental Housing Counseling – Services for Homeless Counseling	– English	NEW JERSEY HOUSING AND MORTGAGE FINANCE

PROGRAM

Agency ID: 81842

08046-1026

AGENCY

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Language:	
Parent Organization:	
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A-8: Draft Zoning Ordinances

Borough of Tenafly

ORDINANCE NO. XX-XX

AN ORDINANCE TO AMEND ARTICLE VIII OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF TENAFLY, ENTITLED "ZONING REGULATIONS" CREATING A NEW "MF-I-2 MULTI-FAMILY INCLUSIONARY HOUSING DISTRICT-2," A NEW "MF-I-3 MULTI-FAMILY INCLUSIONARY HOUSING DISTRICT-3," AND A NEW "MF-I-4 MULTI-FAMILY INCLUSIONARY HOUSING DISTRICT-4."

BE IT ORDAINED by the Mayor and Council of the Borough of Tenafly, County of Bergen, and State of New Jersey, as follows:

Section 1. Section 35-801.1 entitled "Zone Districts" is hereby amended by the addition of the following new zone districts identified:

<u>MF-I-2</u>	<u>Multi-Family Inclusionary Housing District 2</u>
<u>MF-I-3</u>	<u>Multi-Family Inclusionary Housing District 3</u>
<u>MF-I-4</u>	<u>Multi-Family Inclusionary Housing District 4</u>

Section 2. Section 35-810, entitled "Multi-Family Inclusionary Housing Development Standards," is hereby amended and supplemented by the addition of the following:

35-810A MULTI-FAMILY INCLUSIONARY HOUSING DISTRICT 2 DEVELOPMENT STANDARDS.

35-810A.1 Purpose.

The purpose of the MF-I-2 District is to encourage the production of very-low, low- and moderate-income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an inclusionary multifamily development subject to the following regulations.

35-810A.2 Description

The MF-I-2 Multi-Family Inclusionary Housing District 2 shall encompass Block 906 Lots 4, 3, and 2 on the Borough of Tenafly Tax Map.

35-810A.3 Permitted Principal Uses.

The MF-I-2 District shall permit multifamily uses.

35-810A.4 Permitted Accessory Uses.

Accessory uses and structures permitted in the MF-I-2 District are those uses and structures which are customarily incidental and subordinate to permitted multifamily use. Accessory uses and structures shall include, but not be limited to, the following:

- a. Street furnishings, planters, street lights, and exterior, garden-type, shade structures;
- b. Fences and walls, which shall complement the architectural style, type, and design of the buildings and the overall project design;
- c. Clubhouses;
- d. Recreational facilities such as swimming pools, tennis courts, jogging paths, dog runs, and play lots, and;
- e. Parking lots serving the development.

35-810A.5 Permitted Conditional Uses.

None.

35-810A.6 Prohibited Uses.

Any use other than those uses specifically permitted above are prohibited.

35-810A.7 Development Standards.

The following development standards apply to the MF-I-2 District:

a. Minimum area:	30,000 square feet
b. Maximum density:	28.3 units per acre
c. Maximum stories/height:	3 stories/35 feet
d. Minimum front yard:	25 feet
e. Minimum side yard:	10 feet
f. Minimum rear yard:	12 feet
g. Minimum distance between buildings:	30 feet
h. Minimum parking setback from property lines:	Front Yard: 20 feet Side and Rear Yard: 5 feet
i. Minimum parking setback from buildings:	10 feet
j. Minimum landscape buffer:	5 feet
k. Maximum impervious coverage:	80%
l. Maximum FAR:	40%
m. Minimum Accessory Building Setback:	5 feet
n. Parking	Compliance with RSIS

35-810A.8 Affordable Housing Standards.

- a. A minimum of twenty percent (20%) of the total number of units shall be set-aside for very-low, low- and moderate-income units if they are for sale, or fifteen percent (15%) of total number of units shall be set-aside for very-low, low- and moderate-income units if they are for rent. All affordable units are to be constructed on-site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units.
- b. All very-low, low- and moderate-income housing units shall be in conformance with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").
- c. Bedroom distribution of very-low, low- and moderate-income housing units. The bedroom distribution of very-low, low- and moderate-income units for affordable units constructed in the MF-I-2 District shall be as follows:
 1. No more than twenty percent (20%) of the very-low, low- and moderate-income units shall be one-bedroom units.
 2. At least twenty percent (20%) of the very-low, low- and moderate-income units shall be three-bedroom units.
 3. At least thirty percent (30%) of the very-low, low- and moderate-income units shall be two-bedroom units.
- d. Very-low, Low- and moderate-income unit split. At least fifty percent (50%) of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of thirteen percent (13%) of the affordable units will be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.
- e. Procedures regarding affirmative marketing of very-low, low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by UHAC and COAH rules or other rules determined appropriate by the court.

35-810A.9 Design Standards.

The following design standards shall be utilized:

a. Façade design

1. For every thirty (30) feet of building length, there shall be a plane-break along the façade comprised of at least twelve (12) inches in depth by five (5) feet in length. The offset shall extend from grade to the highest story.
2. Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
3. Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or complexes of buildings are encouraged, provided that such are architecturally compatible with the style, materials, colors and details of the building.
4. Complementary building colors and materials shall be consistent with the general theme of the development.
5. Horizontal articulation. Each façade should be designed to have a delineated floor line between street level and the upper floors. This delineation may be in the form of, but not limited to, a belt course, a lintel, a cornice line, or similar trim features and elements.

b. Materials. Exterior building materials shall be classified as either primary, secondary, or accent materials. The façade shall be designed in accordance with the following:

1. The primary material shall cover at least sixty percent (60%) of the façade of the building.
2. Secondary materials shall cover not more than forty (40%) percent of the façade.

- c. Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
- d. Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building.
- e. Streetscape. Streetscape elements along all frontages shall be encouraged, and may include, but not be limited to, benches and sitting areas, trees, decorative lighting, landscaping, and paving patterns.
- f. Landscaping standards

1. A landscape plan prepared by a licensed Landscape Architect, licensed by the New Jersey State Board of Architects, or other qualified individual, shall be submitted with any plan for development.
2. All portions of the property not utilized by buildings or paved surfaces shall be landscaped utilizing combinations such as landscaped fencing, shrubbery, lawn areas, ground cover, existing vegetation, and the planting of coniferous and/or deciduous trees native to the area in order to maintain or reestablish the vegetation in the area and lessen the visual impact of the structures and paved areas.
3. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc. shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.
4. Landscaping shall be designed to achieve a thorough integration of the various elements of site design, including building and parking placement and natural features.
5. Landscaping within sight triangles shall not exceed a mature height of thirty (30) inches. Shade trees shall be pruned up to an eight-foot branching height above grade.
6. The use of indigenous/native plant material is to be encouraged to establish sustainable landscapes that blend with the natural environment, reduce the use of pesticides, and reduce irrigation.
7. The use of passive systems such as raingardens to offset stormwater discharge shall be utilized to the extent feasible.
8. Water conservation measures such as drip irrigation and soil moisture-sensing irrigation systems shall be used where practicable.

Section 3. Section 35-810, entitled “Multi-Family Inclusionary Housing Development Standards,” is hereby amended and supplemented by the addition of the following:

35-810B MULTI-FAMILY INCLUSIONARY HOUSING DISTRICT 3 DEVELOPMENT STANDARDS.

35-810B.1 Purpose.

The purpose of the MF-I-3 District is to encourage the production of very-low, low- and moderate-income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an inclusionary multifamily development subject to the following regulations.

35-810B.2 Description.

The MF-I-3 Multi-Family Inclusionary Housing District 3 shall encompass Block 1304 Lot 2 on the Borough of Tenafly Tax Map.

35-810B.3 Permitted Principal Uses.

The MF-I-3 District shall permit multifamily uses.

35-810B.4 Permitted Accessory Uses.

Accessory uses and structures permitted in the MF-I-3 District are those uses and structures which are customarily incidental and subordinate to permitted multifamily use. Accessory uses and structures shall include, but not be limited to, the following:

- a. Street furnishings, planters, street lights, and exterior, garden-type, shade structures;
- b. Fences and walls, which shall complement the architectural style, type, and design of the buildings and the overall project design;
- c. Clubhouses;
- d. Recreational facilities such as swimming pools, tennis courts, jogging paths, dog runs, and play lots, and;
- e. Parking lots serving the development.

35-810B.5 Permitted Conditional Uses.

None.

35-810B.6 Prohibited Uses.

Any use other than those uses specifically permitted above are prohibited.

35-810B.7 Development Standards.

The following development standards apply to the MF-I-3 District:

a. Minimum area:	35,000 square feet
b. Maximum density:	35 units per acre
c. Maximum stories/height:	3 stories/35 feet
d. Minimum front yard:	5 feet
e. Minimum side yard:	5 feet
f. Minimum rear yard:	5 feet
g. Minimum parking setback from property lines:	5 feet
h. Minimum parking setback from buildings:	10 feet
i. Minimum landscape buffer:	5 feet
j. Maximum impervious coverage:	80%
k. Maximum building coverage:	35%
l. Minimum Accessory Building Setback:	5 feet
m. Parking	Compliant with RSIS

35-810B.8 Affordable Housing Standards.

- a. A minimum of twenty percent (20%) of the total number of units shall be set-aside for very-low, low- and moderate-income units if they are for sale, or fifteen percent (15) of total number of units shall be set-aside for very-low, low- and moderate-income units if they are for rent. All affordable units are to be constructed on-site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units.
- b. All very-low, low- and moderate-income housing units shall be in conformance with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").
- c. Bedroom distribution of very-low, low- and moderate-income housing units. The bedroom distribution of very-low, low- and moderate-income units for affordable units constructed in the MF-I-3 District shall be as follows:
 1. No more than twenty percent (20%) of the very-low, low- and moderate-income units shall be one-bedroom units.

2. At least twenty percent (20%) of the very-low, low- and moderate-income units shall be three-bedroom units.
 3. At least thirty percent (30%) of the very-low, low- and moderate-income units shall be two-bedroom units.
- d. Very-low, Low- and moderate-income unit split. At least fifty percent (50%) of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of thirteen percent (13%) of the affordable units will be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.
- e. Procedures regarding affirmative marketing of very-low, low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by UHAC and COAH rules or other rules determined appropriate by the court.

35-810B.9 Design Standards.

The following design standards shall be utilized:

- a. Façade design
 1. For every sixty (60) feet of building length, there shall be a plane-break along the façade comprised of an offset of at least twelve (12) inches in depth by at least fifteen (15) feet in length. The offset shall extend from grade to the highest story.
 2. Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
 3. Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or complexes of buildings are encouraged, provided that such are architecturally compatible with the style, materials, colors and details of the building.
 4. Complementary building colors and materials shall be consistent with the general theme of the development.
 5. Horizontal articulation. Each façade should be designed to have a delineated floor line between street level and the upper floors. This delineation may be in the form of, but not limited to, a belt course, a lintel, a cornice line, or similar trim features and elements.

- b. Materials. Exterior building materials shall be classified as either primary, secondary, or accent materials. The façade shall be designed in accordance with the following:
1. The primary material shall cover at least sixty percent (60%) of the façade of the building.
 2. Secondary materials shall cover not more than forty (40%) percent of the façade.
- c. Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
- d. Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building.
- e. Streetscape. Streetscape elements along all frontages shall be encouraged, and may include, but not be limited, to benches and sitting areas, trees, decorative lighting, landscaping, and paving patterns.
- f. Landscaping standards
1. A landscape plan prepared by a licensed Landscape Architect, licensed by the New Jersey State Board of Architects, or other qualified individual, shall be submitted with any plan for development.
 2. All portions of the property not utilized by buildings or paved surfaces shall be landscaped utilizing combinations such as landscaped fencing, shrubbery, lawn areas, ground cover, existing vegetation, and the planting of coniferous and/or deciduous trees native to the area in order to maintain or reestablish the vegetation in the area and lessen the visual impact of the structures and paved areas.
 3. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc. shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.
 4. Landscaping shall be designed to achieve a thorough integration of the various elements of site design, including building and parking placement and natural features.

5. Landscaping within sight triangles shall not exceed a mature height of thirty (30) inches. Shade trees shall be pruned up to an eight-foot branching height above grade.
6. The use of indigenous/native plant material is to be encouraged to establish sustainable landscapes that blend with the natural environment, reduce the use of pesticides, and reduce irrigation.
7. The use of passive systems such as raingardens to offset stormwater discharge shall be utilized to the extent feasible.
8. Water conservation measures such as drip irrigation and soil moisture-sensing irrigation systems shall be used where practicable.

Section 4. Section 35-810, entitled “Multi-Family Inclusionary Housing Development Standards,” is hereby amended and supplemented by the addition of the following:

35-810C MULTI-FAMILY INCLUSIONARY HOUSING DISTRICT 4 DEVELOPMENT STANDARDS.

35-810C.1 Purpose.

The purpose of the MF-I-4 District is to encourage the production of very-low, low- and moderate-income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an inclusionary multifamily development subject to the following regulations.

35-810C.2 Description.

The MF-I-4 Multi-Family Inclusionary Housing District 4 shall encompass Block 1006 Lots 1, 2, and 3 on the Borough of Tenafly Tax Map.

35-810C.3 Permitted Principal Uses.

The MF-I-4 District shall permit multifamily uses.

35-810C.4 Permitted Accessory Uses.

Accessory uses and structures permitted in the MF-I-4 District are those uses and structures which are customarily incidental and subordinate to permitted multifamily use. Accessory uses and structures shall include, but not be limited to, the following:

- a. Street furnishings, planters, street lights, and exterior, garden-type, shade structures;
- b. Fences and walls, which shall complement the architectural style, type, and design of the buildings and the overall project design;
- c. Clubhouses;
- d. Recreational facilities such as swimming pools, tennis courts, jogging paths, dog runs, and play lots, and;
- e. Parking lots serving the development.

35-810C.5 Permitted Conditional Uses.

None.

35-810C.6 Prohibited Uses.

Any use other than those uses specifically permitted above are prohibited.

35-810C.7 Development Standards.

The following development standards apply to the MF-I-4 District:

- a. Minimum area: 25,000 square feet
- b. Maximum density: 25 units per acre
- c. Maximum stories/height: 3 stories/35 feet
- d. Minimum front yard: 0 feet
- e. Minimum side yard: 0 feet or 10 feet if provided
- f. Minimum rear yard: 0 feet or 10 feet if provided
- g. Minimum parking setback from property lines: Front Yard: 10 feet
Side and Rear Yard: 5 feet
- h. Minimum parking setback from buildings: 10 feet
- i. Minimum landscape buffer: 5 feet
- j. Maximum impervious coverage: 80%
- k. Maximum FAR: 40%
- l. Minimum Accessory Building Setback: 5 feet
- m. Parking Compliance with RSIS

35-810C.8 Affordable Housing Standards.

- a. A minimum of twenty percent (20%) of the total number of units shall be set-aside for very-low, low- and moderate-income units if they are for sale, or fifteen percent (15) of total number of units shall be set-aside for very-low, low- and moderate-income units if they are for rent. All affordable units are to be constructed on-site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units.
- b. All very-low, low- and moderate-income housing units shall be in conformance with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").
- c. Bedroom distribution of very-low, low- and moderate-income housing units. The bedroom distribution of very-low, low- and moderate-income units for affordable units constructed in the MF-I-4 District shall be as follows:

1. No more than twenty percent (20%) of the very-low, low- and moderate-income units shall be one-bedroom units.
 2. At least twenty percent (20%) of the very-low, low- and moderate-income units shall be three-bedroom units.
 3. At least thirty percent (30%) of the very-low, low- and moderate-income units shall be two-bedroom units.
- d. Very-low, Low- and moderate-income unit split. At least fifty percent (50%) of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of thirteen percent (13%) of the affordable units will be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.
- e. Procedures regarding affirmative marketing of very-low, low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by UHAC and COAH rules or other rules determined appropriate by the court.

35-810C.9 Design Standards.

The following design standards shall be utilized:

- a. Façade design.
 1. For every thirty (30) feet of building length, there shall be a plane-break along the façade comprised of at least twelve (12) inches in depth by five (5) feet in length. The offset shall extend from grade to the highest story.
 2. Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
 3. Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or complexes of buildings are encouraged, provided that such are architecturally compatible with the style, materials, colors and details of the building.
 4. Complementary building colors and materials shall be consistent with the general theme of the development.
 5. Horizontal articulation. Each façade should be designed to have a delineated floor line between street level and the upper floors. This delineation may be in the form of, but not limited to, a belt course, a lintel, a cornice line, or similar trim features and elements.

- b. Materials. Exterior building materials shall be classified as either primary, secondary, or accent materials. The façade shall be designed in accordance with the following:
1. The primary material shall cover at least sixty percent (60%) of the façade of the building.
 2. Secondary materials shall cover not more than forty (40%) percent of the façade.
- c. Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
- d. Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building.
- e. Streetscape. Streetscape elements along all frontages shall be encouraged, and may include, but not be limited, to benches and sitting areas, trees, decorative lighting, landscaping, and paving patterns.
- f. Landscaping standards
1. A landscape plan prepared by a licensed Landscape Architect, licensed by the New Jersey State Board of Architects, or other qualified individual, shall be submitted with any plan for development.
 2. All portions of the property not utilized by buildings or paved surfaces shall be landscaped utilizing combinations such as landscaped fencing, shrubbery, lawn areas, ground cover, existing vegetation, and the planting of coniferous and/or deciduous trees native to the area in order to maintain or reestablish the vegetation in the area and lessen the visual impact of the structures and paved areas.
 3. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc. shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.
 4. Landscaping shall be designed to achieve a thorough integration of the various elements of site design, including building and parking placement and natural features.

5. Landscaping within sight triangles shall not exceed a mature height of thirty (30) inches. Shade trees shall be pruned up to an eight-foot branching height above grade.
6. The use of indigenous/native plant material is to be encouraged to establish sustainable landscapes that blend with the natural environment, reduce the use of pesticides, and reduce irrigation.
7. The use of passive systems such as raingardens to offset stormwater discharge shall be utilized to the extent feasible.

Section 5. Any and all other ordinances or parts thereof in conflict or inconsistent with any of the terms hereof are hereby repealed to such extent as they are so in conflict or inconsistent.

Section 6. This Ordinance shall take effect immediately upon final passage and publication as required by law.

A-9: Draft Overlay Zoning Ordinances

Borough of Tenafly

ORDINANCE NO. XX-XX

AN ORDINANCE TO AMEND ARTICLE VIII OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF TENAFLY, ENTITLED "ZONING REGULATIONS" CREATING A NEW "AHO-3 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 3," A NEW "AHO-4 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 4," A NEW "AHO-5 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 5," A NEW "AHO-5 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 5," A NEW "AHO-6 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 6," A NEW "AHO-7 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 7," A NEW "AHO-3 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 8," A NEW "AHO-9 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 9," A NEW "AHO-9 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 9," A NEW "AHO-9 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 9," A NEW "AHO-10 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 10," AND A NEW "AHO-11 AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 11,"

BE IT ORDAINED by the Mayor and Council of the Borough of Tenafly, County of Bergen, and State of New Jersey, as follows:

Section 1. Section 35-801.1 entitled "Zone Districts" is hereby amended by the addition of the following new overlay districts identified:

AHO-3 Affordable Housing Overlay Zone District, No. 3
AHO-4 Affordable Housing Overlay Zone District, No. 4
AHO-5 Affordable Housing Overlay Zone District, No. 5
AHO-6 Affordable Housing Overlay Zone District, No. 6
AHO-7 Affordable Housing Overlay Zone District, No. 7
AHO-8 Affordable Housing Overlay Zone District, No. 8
AHO-9 Affordable Housing Overlay Zone District, No. 9
AHO-10 Affordable Housing Overlay Zone District, No. 10
AHO-11 Affordable Housing Overlay Zone District, No. 11

Section 2. Section 35-812, entitled “Affordable Housing Overlay, No. 2, Development Standards,” is hereby amended and supplemented by the addition of the following:

35-812A AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 3 DEVELOPMENT STANDARDS

35-812A.1 Purpose.

The purpose of the AHO-3 Overlay Zone District No. 3 is to encourage an additional opportunity for the production of very-low, low- and moderate-income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an overlay inclusionary multifamily development subject to the following regulations.

35-812A.2 Description.

The AHO-3 Overlay Zone District shall encompass Block 1105 Lots 21, 22, 23, 37, 38, 39, and 40 on the Borough of Tenaflly Tax Map. It shall also include a portion of the Borough right-of-way contiguous with the lots noted herein, up to the southernmost property line of Block 1105 Lot 37 to the southerly lot line of Block 1105 Lot 21. This portion of the right-of-way would be required to be obtained by any developer from the Borough of Tenaflly, and is subject to the consent of the Borough of Tenaflly Mayor and Council. This portion of the right-of-way may only be vacated if the entirety of the AHO-3 Overlay Zone District tract was to be developed in a single comprehensive manner.

35-812A.3 Permitted Uses.

The AHO-3 Overlay Zone District shall permit multifamily uses.

35-812A.4 Accessory Uses.

Accessory uses and structures permitted in the AHO-3 Overlay Zone District are those uses and structures which are customarily incidental and subordinate to permitted multifamily use. Accessory uses and structures shall include, but not be limited to, the following:

- a. Street furnishings, planters, street lights, and exterior, garden-type, shade structures;
- b. Fences and walls, which shall complement the architectural style, type, and design of the buildings and the overall project design;
- c. Clubhouses;
- d. Recreational facilities such as swimming pools, tennis courts, jogging paths, dog runs, and play lots, and;
- e. Parking lots serving the development.

35-812A.5 Conditional Uses.

None.

35-812A.6 Prohibited Uses.

Any use other than those uses specifically permitted above are prohibited.

35-812A.7 Development Standards.

The following development standards shall apply to the AHO-3 Overlay Zone District.

- a. Minimum area: 20,000 square feet
- b. Maximum density: 18 units per acre
- c. Maximum stories/height: 2 stories/30 feet
- d. Minimum front yard: 20 feet
- e. Minimum side yard: 20 feet
- f. Minimum rear yard: 20 feet
- g. Minimum distance between buildings: 30 feet
- h. Minimum parking setback from property lines: Front Yard: 10 feet
Side and Rear Yard: 15 feet
- i. Minimum parking setback from buildings: 10 feet
- j. Minimum landscape buffer: 10 feet
- k. Maximum impervious coverage: 70%
- l. Maximum building coverage: 40%
- m. Minimum Accessory Building Setback: 5 feet
- n. Parking: Compliance with RSIS

35-812A.8 Affordable Housing Standards.

- a. A minimum of twenty percent (20%) of the total number of units shall be set-aside for very-low, low- and moderate-income units if they are for sale, or fifteen percent (15) of total number of units shall be set-aside for very-low, low- and moderate-income units if they are for rent. All affordable units are to be constructed on-site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units.
- b. All very-low, low- and moderate-income housing units shall be in conformance with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").
- c. Bedroom distribution of very-low, low- and moderate-income housing units. The bedroom distribution of very-low, low- and moderate-income units for affordable units constructed in the AHO-3 District shall be as follows:

1. No more than twenty percent (20%) of the very-low, low- and moderate-income units shall be one-bedroom units.
 2. At least twenty percent (20%) of the very-low, low- and moderate-income units shall be three-bedroom units.
 3. At least thirty percent (30%) of the very-low, low- and moderate-income units shall be two-bedroom units.
- d. Very-low, Low- and moderate-income unit split. At least fifty percent (50%) of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of thirteen percent (13%) of the affordable units will be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.
- e. Procedures regarding affirmative marketing of very-low, low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by UHAC and COAH rules or other rules determined appropriate by the court.

35-813A.9 Design Standards.

The following design standards shall be utilized:

- a. Façade design
 1. For every thirty (30) feet of building length, there shall be a plane-break along the façade comprised of at least twelve (12) inches in depth by five (5) feet in length. The offset shall extend from grade to the highest story.
 2. Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
 3. Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or complexes of buildings are encouraged, provided that such are architecturally compatible with the style, materials, colors and details of the building.
 4. Complementary building colors and materials shall be consistent with the general theme of the development.
 5. Horizontal articulation. Each façade should be designed to have a delineated floor line between street level and the upper floors. This delineation may be in the form of, but not limited to, a belt course, a lintel, a cornice line, or similar trim features and elements.

- b. Materials. Exterior building materials shall be classified as either primary, secondary, or accent materials. The façade shall be designed in accordance with the following:
 - 1. The primary material shall cover at least sixty percent (60%) of the façade of the building.
 - 2. Secondary materials shall cover not more than forty (40%) percent of the façade.
- c. Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
- d. Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building.
- e. Streetscape. Streetscape elements along all frontages shall be encouraged, and may include, but not be limited, to benches and sitting areas, trees, decorative lighting, landscaping, and paving patterns.
- f. Landscaping standards
 - 1. A landscape plan prepared by a licensed Landscape Architect, licensed by the New Jersey State Board of Architects, or other qualified individual, shall be submitted with any plan for development.
 - 2. All portions of the property not utilized by buildings or paved surfaces shall be landscaped utilizing combinations such as landscaped fencing, shrubbery, lawn areas, ground cover, existing vegetation, and the planting of coniferous and/or deciduous trees native to the area in order to maintain or reestablish the vegetation in the area and lessen the visual impact of the structures and paved areas.
 - 3. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc. shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.
 - 4. Landscaping shall be designed to achieve a thorough integration of the various elements of site design, including building and parking placement and natural features.

5. Landscaping within sight triangles shall not exceed a mature height of thirty (30) inches. Shade trees shall be pruned up to an eight-foot branching height above grade.
6. The use of indigenous/native plant material is to be encouraged to establish sustainable landscapes that blend with the natural environment, reduce the use of pesticides, and reduce irrigation.
7. The use of passive systems such as raingardens to offset stormwater discharge shall be utilized to the extent feasible.
8. Water conservation measures such as drip irrigation and soil moisture-sensing irrigation systems shall be used where practicable.

Section 3. Section 35-812, entitled “Affordable Housing Overlay, No. 2, Development Standards,” is hereby amended and supplemented by the addition of the following:

35-812B AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 4 DEVELOPMENT STANDARDS

35-812B.1 Purpose.

The purpose of the AHO-4 Overlay Zone District No. 4 is to encourage an additional opportunity for the production of very-low, low- and moderate-income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an overlay inclusionary multifamily development subject to the following regulations. A mixed-use environment consisting of residential units above ground floor nonresidential uses is envisioned for this district, which shall complement the Borough’s downtown.

35-812B.2 Description.

The AHO-4 Overlay Zone District shall encompass Block 906 Lot 1 on the Borough of Tenaflly Tax Map.

35-812B.3 Permitted Uses.

The AHO-4 Overlay Zone District shall permit the following uses:

- a. First story nonresidential uses, including:
 - 1. Retail shops and stores;
 - 2. Personal service establishments;
 - 3. Business and professional offices;
 - 4. Restaurants, bars, taverns, delicatessens, lunch counters, and fast food establishments;
 - 5. Child care centers;
 - 6. Professional studies;
 - 7. Technology services;
 - 8. Health clubs
- b. Multifamily uses above the first floor.

35-812B.4 Accessory Uses.

Accessory uses and structures permitted in the AHO-4 Overlay Zone District are those uses and structures which are customarily incidental and subordinate to permitted multifamily use. Accessory uses and structures shall include, but not be limited to, the following:

- a. Street furnishings, planters, street lights, and exterior, garden-type, shade structures;
- b. Fences and walls, which shall complement the architectural style, type, and design of the buildings and the overall project design;

- c. Clubhouses;
- d. Recreational facilities such as swimming pools, tennis courts, jogging paths, dog runs, and play lots, and;
- e. Parking lots serving the development, inclusive of garages.
- f. Outdoor cafés, subject to the regulations set forth in Section 35-813B.10.i.

35-812B.5 Conditional Uses.

- a. None.

35-812B.6 Prohibited Uses.

- a. Any use other than those uses specifically permitted above are prohibited.
- b. Drive-through windows.

35-812B.7 Development Standards.

The following development standards shall apply to the AHO-4 Overlay Zone District.

a. Minimum area:	120,000 square feet
b. Maximum density:	15 units per acre
c. Maximum stories/height:	3 stories/40 feet
d. Minimum front yard:	5 feet
e. Minimum side yard:	10 feet
f. Minimum rear yard:	10 feet
g. Minimum distance between buildings:	36 feet
h. Minimum parking setback from property lines:	0 feet from any property line adjacent to a railroad ROW 3 feet from any other property line
i. Minimum parking setback from buildings:	6 feet
j. Maximum impervious coverage:	70%
k. Maximum building coverage:	40%
l. Minimum Accessory Building Setback:	5 feet
m. Parking	Compliance with RSIS

35-812B.8 Affordable Housing Standards.

- a. A minimum of twenty percent (20%) of the total number of units shall be set-aside for very-low, low- and moderate-income units if they are for sale, or fifteen percent (15) of total number of units shall be set-aside for very-low, low- and moderate-income units if they are for rent. All affordable units are to be constructed

on-site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units.

- b. All very-low, low- and moderate-income housing units shall be in conformance with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").
- c. Bedroom distribution of very-low, low- and moderate-income housing units. The bedroom distribution of very-low, low- and moderate-income units for affordable units constructed in the AHO-4 District shall be as follows:
 - 1. No more than twenty percent (20%) of the very-low, low- and moderate-income units shall be one-bedroom units.
 - 2. At least twenty percent (20%) of the very-low, low- and moderate-income units shall be three-bedroom units.
 - 3. At least thirty percent (30%) of the very-low, low- and moderate-income units shall be two-bedroom units.
- d. Very-low, Low- and moderate-income unit split. At least fifty percent (50%) of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of thirteen percent (13%) of the affordable units will be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.
- e. Procedures regarding affirmative marketing of very-low, low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by UHAC and COAH rules or other rules determined appropriate by the court.

35-813B.10 Design Standards.

The following design standards shall be utilized:

- a. Façade design
 - 1. For every sixty (60) feet of building length, there shall be a plane-break along the façade comprised of at least twelve (12) inches in depth by fifteen (15) feet in length. The offset shall extend from grade to the highest story.

2. Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
3. Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or complexes of buildings are encouraged, provided that such are architecturally compatible with the style, materials, colors and details of the building.
4. Commentary building colors and materials shall be consistent with the general theme of the development.
5. Horizontal articulation. Each façade should be designed to have a delineated floor line between street level and the upper floors. This delineation may be in the form of, but not limited to, a belt course, a lintel, a cornice line, or similar trim features and elements.

b. Fenestration.

1. At least sixty percent (60%) of the first floor of nonresidential building frontage shall be clear window glass. This percentage shall be calculated within the area of the building façade that is located between three (3) feet and ten (10) feet above the sidewalk level.
2. A minimum of forty percent (40%) of the front entrance of retail development shall consist of glass in order to maximize the visibility of store interiors.
3. Recessed windows and entries are encouraged to create additional design articulation and amenity, improved pedestrian element, and to provide shelter for sidewalk patrons.

c. Materials. Exterior building materials shall be classified as either primary, secondary, or accent materials. The façade shall be designed in accordance with the following:

1. The primary material shall cover at least sixty percent (60%) of the façade of the building.
2. Secondary materials shall cover not more than forty (40%) percent of the façade.

d. Awnings and Canopies.

1. Awnings and canopies are encouraged at the ground floor level.
2. For buildings with multiple storefronts, all awnings or canopies shall be designed with compatible materials and shall be complementary in color, shape, and design.
3. Awnings and canopies shall be designed with a minimum vertical clearance of eight (8) feet and shall not extend more than six (6) feet into the required setback.

4. No awning shall be erected or maintained so as to obstruct access to any fire escape, window, or door.
- e. Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
- f. Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building.
- g. Streetscape. Streetscape elements along all frontages shall be encouraged, and may include but not be limited to benches and sitting areas, trees, decorative lighting, landscaping, and paving patterns.
- h. Landscaping standards
 1. A landscape plan prepared by a licensed Landscape Architect, licensed by the New Jersey State Board of Architects, or other qualified individual, shall be submitted with any plan for development.
 2. All portions of the property not utilized by buildings or paved surfaces shall be landscaped utilizing combinations such as landscaped fencing, shrubbery, lawn areas, ground cover, existing vegetation, and the planting of coniferous and/or deciduous trees native to the area in order to maintain or reestablish the vegetation in the area and lessen the visual impact of the structures and paved areas.
 3. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc. shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.
 4. Landscaping shall be designed to achieve a thorough integration of the various elements of site design, including building and parking placement and natural features.
 5. Landscaping within sight triangles shall not exceed a mature height of thirty (30) inches. Shade trees shall be pruned up to an eight-foot branching height above grade.

6. The use of indigenous/native plant material is to be encouraged to establish sustainable landscapes that blend with the natural environment, reduce the use of pesticides, and reduce irrigation.
7. The use of passive systems such as raingardens to offset stormwater discharge shall be utilized to the extent feasible.
8. Water conservation measures such as drip irrigation and soil moisture-sensing irrigation systems shall be used where practicable.

i. Outdoor Cafés.

1. Outdoor cafés must be accessory to an indoor eating establishment located on-site.
2. Outdoor cafes, where proposed, may be located on sidewalks, plazas, and courtyards immediately adjacent to any eating and food establishment. Such facilities shall be provided in a manner that pedestrian circulation or access to store entrances is not impaired.
3. The operation of an outdoor cafe shall be located such that there is at least four (4) feet of clear and unobstructed passageway between the tables, chairs, and barriers and street trees, bike racks, lampposts, sign posts, and any other fixtures or obstructions. The approving authority may require more than four (4) feet to protect public safety if they deem necessary because of site-specific conditions.
4. The area occupied by the outdoor cafe must be located at least ten (10) feet from any driveway.
5. Umbrellas, awnings, canopies, and heating units are permitted in outdoor cafe areas.
6. All outdoor café areas shall be designed in compliance with the Americans with Disabilities Act (ADA) guidelines.

j. Signage. Signage for nonresidential uses shall comply with Section 14-1.11.b of the Borough's Revised General Ordinance.

Section 4. Section 35-812, entitled “Affordable Housing Overlay, No. 2, Development Standards,” is hereby amended and supplemented by the addition of the following:

35-812C AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 5 DEVELOPMENT STANDARDS

35-812C.1 Purpose.

The purpose of the AHO-5 Overlay Zone District No. 5 is to encourage an additional opportunity for the production of very-low, low- and moderate-income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an overlay inclusionary multifamily development subject to the following regulations.

35-812C.2 Description.

The AHO-5 Overlay Zone District shall encompass Block 1009 Lots 1, 2, 3, 4, 5, and 11 on the Borough of Tenafly Tax Map.

35-812C.3 Permitted Uses.

The AHO-5 Overlay Zone District shall permit multifamily uses.

35-812C.4 Accessory Uses.

Accessory uses and structures permitted in the AHO-5 Overlay Zone District are those uses and structures which are customarily incidental and subordinate to permitted multifamily use. Accessory uses and structures shall include, but not be limited to, the following:

- a. Street furnishings, planters, street lights, and exterior, garden-type, shade structures;
- b. Fences and walls, which shall complement the architectural style, type, and design of the buildings and the overall project design;
- c. Clubhouses;
- d. Recreational facilities such as swimming pools, tennis courts, jogging paths, dog runs, and play lots, and;
- e. Parking lots serving the development.

35-812C.5 Conditional Uses.

None.

35-812C.6 Prohibited Uses.

Any use other than those uses specifically permitted above are prohibited.

35-812C.7 Development Standards.

The following development standards shall apply to the AHO-5 Overlay Zone District.

- a. Minimum area: 35,000 square feet
- b. Maximum density: 15 units per acre
- c. Maximum stories/height: 3 stories/35 feet
- d. Minimum front yard: 0 feet
- e. Minimum side yard: 0
13 feet if provided
- f. Minimum rear yard: 20 feet
- g. Minimum distance between buildings: 30 feet
- h. Minimum parking setback from property lines: Front Yard: 10 feet
Side and Rear Yard: 15 feet
- i. Minimum parking setback from buildings: 10 feet
- j. Minimum landscape buffer: 5 feet along property lines of
any adjoining lot not located in
the Overlay District
- k. Maximum impervious coverage: 70%
- l. Maximum building coverage: 40%
- m. Minimum Accessory Building Setback: 5 feet
- n. Parking Compliance with RSIS

35-812C.8 Affordable Housing Standards.

- a. A minimum of twenty percent (20%) of the total number of units shall be set-aside for very-low, low- and moderate-income units if they are for sale, or fifteen percent (15) of total number of units shall be set-aside for very-low, low- and moderate-income units if they are for rent. All affordable units are to be constructed on-site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units.
- b. All very-low, low- and moderate-income housing units shall be in conformance with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").

- c. Bedroom distribution of very-low, low- and moderate-income housing units. The bedroom distribution of very-low, low- and moderate-income units for affordable units constructed in the AHO-5 District shall be as follows:
 - 1. No more than twenty percent (20%) of the very-low, low- and moderate-income units shall be one-bedroom units.
 - 2. At least twenty percent (20%) of the very-low, low- and moderate-income units shall be three-bedroom units.
 - 3. At least thirty percent (30%) of the very-low, low- and moderate-income units shall be two-bedroom units.
- d. Very-low, Low- and moderate-income unit split. At least fifty percent (50%) of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of thirteen percent (13%) of the affordable units will be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.
- e. Procedures regarding affirmative marketing of very-low, low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by UHAC and COAH rules or other rules determined appropriate by the court.

35-813C.9 Design Standards.

The following design standards shall be utilized:

- a. Façade design
 - 1. For every thirty (30) feet of building length, there shall be a plane-break along the façade comprised of at least twelve (12) inches in depth by five (5) feet in length. The offset shall extend from grade to the highest story.
 - 2. Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
 - 3. Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or complexes of buildings are encouraged, provided that such are architecturally compatible with the style, materials, colors and details of the building.
 - 4. Complementary building colors and materials shall be consistent with the general theme of the development.

5. Horizontal articulation. Each façade should be designed to have a delineated floor line between street level and the upper floors. This delineation may be in the form of, but not limited to, a belt course, a lintel, a cornice line, or similar trim features and elements.
- b. Materials. Exterior building materials shall be classified as either primary, secondary, or accent materials. The façade shall be designed in accordance with the following:
 1. The primary material shall cover at least sixty percent (60%) of the façade of the building.
 2. Secondary materials shall cover not more than forty (40%) percent of the façade.
- c. Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
- d. Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building.
- e. Streetscape. Streetscape elements along all frontages shall be encouraged, and may include, but not be limited, to benches and sitting areas, trees, decorative lighting, landscaping, and paving patterns.
- f. Landscaping standards
 1. A landscape plan prepared by a licensed Landscape Architect, licensed by the New Jersey State Board of Architects, or other qualified individual, shall be submitted with any plan for development.
 2. All portions of the property not utilized by buildings or paved surfaces shall be landscaped utilizing combinations such as landscaped fencing, shrubbery, lawn areas, ground cover, existing vegetation, and the planting of coniferous and/or deciduous trees native to the area in order to maintain or reestablish the vegetation in the area and lessen the visual impact of the structures and paved areas.
 3. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc. shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.

4. Landscaping shall be designed to achieve a thorough integration of the various elements of site design, including building and parking placement and natural features.
5. Landscaping within sight triangles shall not exceed a mature height of thirty (30) inches. Shade trees shall be pruned up to an eight-foot branching height above grade.
6. The use of indigenous/native plant material is to be encouraged to establish sustainable landscapes that blend with the natural environment, reduce the use of pesticides, and reduce irrigation.
7. The use of passive systems such as raingardens to offset stormwater discharge shall be utilized to the extent feasible.
8. Water conservation measures such as drip irrigation and soil moisture-sensing irrigation systems shall be used where practicable.

Section 5. Section 35-812, entitled “Affordable Housing Overlay, No. 2, Development Standards,” is hereby amended and supplemented by the addition of the following:

35-812D AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 6 DEVELOPMENT STANDARDS

35-812D.1 Purpose.

The purpose of the AHO-6 Overlay Zone District No. 6 is to encourage an additional opportunity for the production of very-low, low- and moderate-income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an overlay inclusionary multifamily development subject to the following regulations.

35-812D.2 Description.

The AHO-6 Overlay Zone District shall encompass Block 1010 Lots 1 and 3 on the Borough of Tenafly Tax Map.

35-812D.3 Permitted Uses.

The AHO-6 Overlay Zone District shall permit multifamily uses.

35-812D.4 Accessory Uses.

Accessory uses and structures permitted in the AHO-6 Overlay Zone District are those uses and structures which are customarily incidental and subordinate to permitted multifamily use. Accessory uses and structures shall include, but not be limited to, the following:

- a. Street furnishings, planters, street lights, and exterior, garden-type, shade structures;
- b. Fences and walls, which shall complement the architectural style, type, and design of the buildings and the overall project design;
- c. Clubhouses;
- d. Recreational facilities such as swimming pools, tennis courts, jogging paths, dog runs, and play lots, and;
- e. Parking lots serving the development.

35-812D.5 Conditional Uses.

None.

35-812D.6 Prohibited Uses.

Any use other than those uses specifically permitted above are prohibited.

35-812D.7 Development Standards.

The following development standards shall apply to the AHO-6 Overlay Zone District.

- a. Minimum area: 10,000 square feet
- b. Maximum density: 18 units per acre
- c. Maximum stories/height: 3 stories/35 feet
- d. Minimum front yard: 0 feet
- e. Minimum side yard: 0
13 feet if provided
- f. Minimum rear yard: 0 feet;
13 feet if provided
- g. Minimum parking setback from property lines: Front Yard: 10 feet
Side and Rear Yard: 3 feet
- h. Minimum parking setback from buildings: 10 feet
- i. Minimum landscape buffer: None
- j. Maximum impervious coverage: 85%
- k. Maximum building coverage: 40%
- l. Minimum Accessory Building Setback: 5 feet
- m. Parking: Compliance with RSIS

35-812D.8 Affordable Housing Standards.

- a. A minimum of twenty percent (20%) of the total number of units shall be set-aside for very-low, low- and moderate-income units if they are for sale, or fifteen percent (15) of total number of units shall be set-aside for very-low, low- and moderate-income units if they are for rent. All affordable units are to be constructed on-site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units.
- b. All very-low, low- and moderate-income housing units shall be in conformance with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMF") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").

- c. Bedroom distribution of very-low, low- and moderate-income housing units. The bedroom distribution of very-low, low- and moderate-income units for affordable units constructed in the AHO-6 District shall be as follows:
 - 1. No more than twenty percent (20%) of the very-low, low- and moderate-income units shall be one-bedroom units.
 - 2. At least twenty percent (20%) of the very-low, low- and moderate-income units shall be three-bedroom units.
 - 3. At least thirty percent (30%) of the very-low, low- and moderate-income units shall be two-bedroom units.
- d. Very-low, Low- and moderate-income unit split. At least fifty percent (50%) of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of thirteen percent (13%) of the affordable units will be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.
- e. Procedures regarding affirmative marketing of very-low, low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by UHAC and COAH rules or other rules determined appropriate by the court.

35-813D.9 Design Standards.

The following design standards shall be utilized:

- a. Façade design
 - 1. For every thirty (30) feet of building length, there shall be a plane-break along the façade comprised of at least twelve (12) inches in depth by five (5) feet in length. The offset shall extend from grade to the highest story.
 - 2. Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
 - 3. Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or complexes of buildings are encouraged, provided that such are architecturally compatible with the style, materials, colors and details of the building.
 - 4. Complementary building colors and materials shall be consistent with the general theme of the development.

5. Horizontal articulation. Each façade should be designed to have a delineated floor line between street level and the upper floors. This delineation may be in the form of, but not limited to, a belt course, a lintel, a cornice line, or similar trim features and elements.
- b. Materials. Exterior building materials shall be classified as either primary, secondary, or accent materials. The façade shall be designed in accordance with the following:
 1. The primary material shall cover at least sixty percent (60%) of the façade of the building.
 2. Secondary materials shall cover not more than forty (40%) percent of the façade.
- c. Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
- d. Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building.
- e. Streetscape. Streetscape elements along all frontages shall be encouraged, and may include, but not be limited to, benches and sitting areas, trees, decorative lighting, landscaping, and paving patterns.
- f. Landscaping standards
 1. A landscape plan prepared by a licensed Landscape Architect, licensed by the New Jersey State Board of Architects, or other qualified individual, shall be submitted with any plan for development.
 2. All portions of the property not utilized by buildings or paved surfaces shall be landscaped utilizing combinations such as landscaped fencing, shrubbery, lawn areas, ground cover, existing vegetation, and the planting of coniferous and/or deciduous trees native to the area in order to maintain or reestablish the vegetation in the area and lessen the visual impact of the structures and paved areas.
 3. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc. shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.

4. Landscaping shall be designed to achieve a thorough integration of the various elements of site design, including building and parking placement and natural features.
5. Landscaping within sight triangles shall not exceed a mature height of thirty (30) inches. Shade trees shall be pruned up to an eight-foot branching height above grade.
6. The use of indigenous/native plant material is to be encouraged to establish sustainable landscapes that blend with the natural environment, reduce the use of pesticides, and reduce irrigation.
7. The use of passive systems such as raingardens to offset stormwater discharge shall be utilized to the extent feasible.
8. Water conservation measures such as drip irrigation and soil moisture-sensing irrigation systems shall be used where practicable.

Section 6. Section 35-812, entitled “Affordable Housing Overlay, No. 2, Development Standards,” is hereby amended and supplemented by the addition of the following:

35-812E AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 7 DEVELOPMENT STANDARDS

35-812E.1 Purpose.

The purpose of the AHO-7 Overlay Zone District No. 7 is to encourage an additional opportunity for the production of very-low, low- and moderate-income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an overlay inclusionary multifamily development subject to the following regulations.

35-812E.2 Description.

The AHO-7 Overlay Zone District shall encompass Block 1302 Lots 1 and 2; Block 1305 Lots 1, 2, 3, 4, and 5; and Block 1308 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 on the Borough of Tenaflly Tax Map.

35-812E.3 Permitted Uses.

The AHO-7 Overlay Zone District shall permit multifamily uses.

35-812E.4 Accessory Uses.

Accessory uses and structures permitted in the AHO-7 Overlay Zone District are those uses and structures which are customarily incidental and subordinate to permitted multifamily use. Accessory uses and structures shall include, but not be limited to, the following:

- a. Street furnishings, planters, street lights, and exterior, garden-type, shade structures;
- b. Fences and walls, which shall complement the architectural style, type, and design of the buildings and the overall project design;
- c. Clubhouses;
- d. Recreational facilities such as swimming pools, tennis courts, jogging paths, dog runs, and play lots, and;
- e. Parking lots serving the development.

35-812E.5 Conditional Uses.

None.

35-812E.6 Prohibited Uses.

Any use other than those uses specifically permitted above are prohibited.

35-812E.7 Development Standards.

The following development standards shall apply to the AHO-7 Overlay Zone District.

- a. Minimum area: 30,000 square feet
- b. Maximum density: 15 units per acre
- c. Maximum stories/height: 2 stories/30 feet
- d. Minimum front yard: 15 feet
- e. Minimum side yard: 15 feet
- f. Minimum rear yard: 15 feet
- g. Minimum distance between buildings: 30 feet
- h. Minimum parking setback from property lines: Front Yard: 10 feet
Side and Rear Yard: 15 feet
- i. Minimum parking setback from buildings: 10 feet
- j. Minimum landscape buffer: 10 feet
- k. Maximum impervious coverage: 70%
- l. Maximum building coverage: 40%
- m. Minimum Accessory Building Setback: 5 feet
- n. Parking: Compliance with RSIS

35-812E.8 Affordable Housing Standards.

- f. A minimum of twenty percent (20%) of the total number of units shall be set-aside for very-low, low- and moderate-income units if they are for sale, or fifteen percent (15) of total number of units shall be set-aside for very-low, low- and moderate-income units if they are for rent. All affordable units are to be constructed on-site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units.
- g. All very-low, low- and moderate-income housing units shall be in conformance with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").
- h. Bedroom distribution of very-low, low- and moderate-income housing units. The bedroom distribution of very-low, low- and moderate-income units for affordable units constructed in the AHO-7 District shall be as follows:

1. No more than twenty percent (20%) of the very-low, low- and moderate-income units shall be one-bedroom units.
 2. At least twenty percent (20%) of the very-low, low- and moderate-income units shall be three-bedroom units.
 3. At least thirty percent (30%) of the very-low, low- and moderate-income units shall be two-bedroom units.
- i. Very-low, Low- and moderate-income unit split. At least fifty percent (50%) of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of thirteen percent (13%) of the affordable units will be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.
 - j. Procedures regarding affirmative marketing of very-low, low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by UHAC and COAH rules or other rules determined appropriate by the court.

35-813E.9 Design Standards.

The following design standards shall be utilized:

- a. Façade design
 1. For every sixty (60) feet of building length, there shall be a plane-break along the façade comprised of at least twelve (12) inches in depth by fifteen (15) feet in length. The offset shall extend from grade to the highest story.
 2. Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
 3. Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or complexes of buildings are encouraged, provided that such are architecturally compatible with the style, materials, colors and details of the building.
 4. Complementary building colors and materials shall be consistent with the general theme of the development.
 5. Horizontal articulation. Each façade should be designed to have a delineated floor line between street level and the upper floors. This delineation may be in the form of, but not limited to, a belt course, a lintel, a cornice line, or similar trim features and elements.

- b. Materials. Exterior building materials shall be classified as either primary, secondary, or accent materials. The façade shall be designed in accordance with the following:
 - 1. The primary material shall cover at least sixty percent (60%) of the façade of the building.
 - 2. Secondary materials shall cover not more than forty (40%) percent of the façade.
- c. Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
- d. Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building.
- e. Streetscape. Streetscape elements along all frontages shall be encouraged, and may include, but not be limited, to benches and sitting areas, trees, decorative lighting, landscaping, and paving patterns.
- f. Landscaping standards
 - 1. A landscape plan prepared by a licensed Landscape Architect, licensed by the New Jersey State Board of Architects, or other qualified individual, shall be submitted with any plan for development.
 - 2. All portions of the property not utilized by buildings or paved surfaces shall be landscaped utilizing combinations such as landscaped fencing, shrubbery, lawn areas, ground cover, existing vegetation, and the planting of coniferous and/or deciduous trees native to the area in order to maintain or reestablish the vegetation in the area and lessen the visual impact of the structures and paved areas.
 - 3. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc. shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.
 - 4. Landscaping shall be designed to achieve a thorough integration of the various elements of site design, including building and parking placement and natural features.

5. Landscaping within sight triangles shall not exceed a mature height of thirty (30) inches. Shade trees shall be pruned up to an eight-foot branching height above grade.
6. The use of indigenous/native plant material is to be encouraged to establish sustainable landscapes that blend with the natural environment, reduce the use of pesticides, and reduce irrigation.
7. The use of passive systems such as raingardens to offset stormwater discharge shall be utilized to the extent feasible.
8. Water conservation measures such as drip irrigation and soil moisture-sensing irrigation systems shall be used where practicable.

Section 7. Section 35-812, entitled “Affordable Housing Overlay, No. 2, Development Standards,” is hereby amended and supplemented by the addition of the following:

35-812F AFFORDABLE HOUSING OVERLAY ZONE DISTRICT, NO. 8 DEVELOPMENT STANDARDS

35-812F.1 Purpose.

The purpose of the AHO-8 Overlay Zone District No. 8 is to encourage an additional opportunity for the production of very-low, low- and moderate-income housing units in conformance with the latest procedural and substantive rules for affordable housing, as determined by the courts or other applicable authority, by permitting an overlay inclusionary multifamily development subject to the following regulations.

35-812F.2 Description.

The AHO-8 Overlay Zone District shall encompass Block 1306 Lot 1.01 on the Borough of Tenaflly Tax Map.

35-812E.3 Permitted Uses.

The AHO-8 Overlay Zone District shall permit multifamily uses.

35-812E.4 Accessory Uses.

Accessory uses and structures permitted in the AHO-7 Overlay Zone District are those uses and structures which are customarily incidental and subordinate to permitted multifamily use. Accessory uses and structures shall include, but not be limited to, the following:

- a. Street furnishings, planters, street lights, and exterior, garden-type, shade structures;
- b. Fences and walls, which shall complement the architectural style, type, and design of the buildings and the overall project design;
- c. Clubhouses;
- d. Recreational facilities such as swimming pools, tennis courts, jogging paths, dog runs, and play lots, and;
- e. Parking lots serving the development.

35-812F.5 Conditional Uses.

None.

35-812F.6 Prohibited Uses.

Any use other than those uses specifically permitted above are prohibited.

35-812F.7 Development Standards.

The following development standards shall apply to the AHO-8 Overlay Zone District.

- a. Minimum area: 22,000 square feet
- b. Maximum density: 15 units per acre
- c. Maximum stories/height: 2 stories/30 feet
- d. Minimum front yard: 15 feet
- e. Minimum side yard: 15 feet
- f. Minimum rear yard: 15 feet
- g. Minimum distance between buildings: 30 feet
- h. Minimum parking setback from property lines: Front Yard: 10 feet
Side and Rear Yard: 15 feet
- i. Minimum parking setback from buildings: 10 feet
- j. Minimum landscape buffer: 10 feet
- k. Maximum impervious coverage: 70%
- l. Maximum building coverage: 40%
- m. Minimum Accessory Building Setback: 5 feet
- n. Parking: Compliance with RSIS

35-812F.8 Affordable Housing Standards.

- a. A minimum of twenty percent (20%) of the total number of units shall be set-aside for very-low, low- and moderate-income units if they are for sale, or fifteen percent (15) of total number of units shall be set-aside for very-low, low- and moderate-income units if they are for rent. All affordable units are to be constructed on-site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units.
- b. All very-low, low- and moderate-income housing units shall be in conformance with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").
- c. Bedroom distribution of very-low, low- and moderate-income housing units. The bedroom distribution of very-low, low- and moderate-income units for affordable units constructed in the AHO-8 District shall be as follows:

1. No more than twenty percent (20%) of the very-low, low- and moderate-income units shall be one-bedroom units.
 2. At least twenty percent (20%) of the very-low, low- and moderate-income units shall be three-bedroom units.
 3. At least thirty percent (30%) of the very-low, low- and moderate-income units shall be two-bedroom units.
- d. Very-low, Low- and moderate-income unit split. At least fifty percent (50%) of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of thirteen percent (13%) of the affordable units will be made available to very low income households, defined as households earning thirty percent (30%) or less of the regional median income by household size.
- e. Procedures regarding affirmative marketing of very-low, low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by UHAC and COAH rules or other rules determined appropriate by the court.

35-813F.9 Design Standards.

The following design standards shall be utilized:

- a. Façade design
 1. For every sixty (60) feet of building length, there shall be a plane-break along the façade comprised of at least twelve (12) inches in depth by fifteen (15) feet in length. The offset shall extend from grade to the highest story.
 2. Buildings with expansive blank walls on any facade are discouraged. Side and rear elevations should receive architectural treatments comparable to front facades.
 3. Varying decorative and architectural features at entrances, cornices, windows and articulation between dwelling units, buildings or complexes of buildings are encouraged, provided that such are architecturally compatible with the style, materials, colors and details of the building.
 4. Complementary building colors and materials shall be consistent with the general theme of the development.
 5. Horizontal articulation. Each façade should be designed to have a delineated floor line between street level and the upper floors. This delineation may be in the form of, but not limited to, a belt course, a lintel, a cornice line, or similar trim features and elements.

- b. Materials. Exterior building materials shall be classified as either primary, secondary, or accent materials. The façade shall be designed in accordance with the following:
1. The primary material shall cover at least sixty percent (60%) of the façade of the building.
 2. Secondary materials shall cover not more than forty (40%) percent of the façade.
- c. Exterior-mounted mechanical and electrical equipment exposed to the public view shall be architecturally screened. Roof-mounted equipment and projections should be painted the same color as the roof and, where possible, located to the rear of the building, away from the public view.
- d. Varying architectural embellishments to roofs between dwelling units, buildings or complexes of buildings including roof elements such as dormers, belvederes, masonry chimneys and similar elements, provided that such are architecturally compatible with the style, materials, colors and details of the building.
- e. Streetscape. Streetscape elements along all frontages shall be encouraged, and may include, but not be limited, to benches and sitting areas, trees, decorative lighting, landscaping, and paving patterns.
- f. Landscaping standards
1. A landscape plan prepared by a licensed Landscape Architect, licensed by the New Jersey State Board of Architects, or other qualified individual, shall be submitted with any plan for development.
 2. All portions of the property not utilized by buildings or paved surfaces shall be landscaped utilizing combinations such as landscaped fencing, shrubbery, lawn areas, ground cover, existing vegetation, and the planting of coniferous and/or deciduous trees native to the area in order to maintain or reestablish the vegetation in the area and lessen the visual impact of the structures and paved areas.
 3. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture, and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil conditions, growth rate, longevity, root pattern, maintenance requirements, etc. shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged.
 4. Landscaping shall be designed to achieve a thorough integration of the various elements of site design, including building and parking placement and natural features.

5. Landscaping within sight triangles shall not exceed a mature height of thirty (30) inches. Shade trees shall be pruned up to an eight-foot branching height above grade.
6. The use of indigenous/native plant material is to be encouraged to establish sustainable landscapes that blend with the natural environment, reduce the use of pesticides, and reduce irrigation.
7. The use of passive systems such as raingardens to offset stormwater discharge shall be utilized to the extent feasible.
8. Water conservation measures such as drip irrigation and soil moisture-sensing irrigation systems shall be used where practicable.

Section 8. Any and all other ordinances or parts thereof in conflict or inconsistent with any of the terms hereof are hereby repealed to such extent as they are so in conflict or inconsistent.

Section 9. This Ordinance shall take effect immediately upon final passage and publication as required by law.

A-10: Resolutions Appointing Municipal Housing Liason and Administrative Agent

Borough of Tenaflly

MAYOR AND COUNCIL

RESOLUTION #R18-288

OFFERED BY: C. Basch

SECONDED BY: C. Park

At a Regular Meeting of the Mayor and Council of the Borough of Tenaflly, County of Bergen, State of New Jersey, held on September 13, 2018.

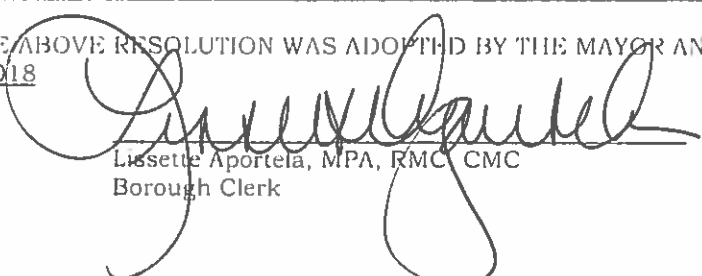
WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., the Borough of Tenaflly is required to appoint a Municipal Housing Liaison for the administration of the Borough of Tenaflly's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. esq.; and

WHEREAS, the Borough of Tenaflly has amended Chapter 35, entitled "Land Development Regulation" to provide for the appointment of a Municipal Housing Liaison to administer the Borough of Tenaflly's affordable housing program.

NOW THEREORE BE IT RESOLVED, by the Mayor and Council of the Borough of Tenaflly in the County of Bergen and the State of New Jersey that Valerie B. Nicolosi, Municipal Land Use Law Officer, is hereby appointed by the Governing Body of the Borough of Tenaflly as the Municipal Housing Liaison for the administration of the affordable housing program of the Borough of Tenaflly.

	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
BARZELATTO				x	GROSSMAN	x			
BASCH	x				HAIDER				x
DAYTON	x				PARK	x			

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON September 13, 2018


Lisette Aportela, MPA, RMC CMC
Borough Clerk

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION #R18-287

OFFERED BY: C. Basch

SECONDED BY: C. Park

At a Regular Meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on September 13, 2018.

WHEREAS, the Mayor and Council of the Borough of Tenafly are in receipt of a proposal from Steven J. Weinberg of Community Action Services for the administration of Affordable Housing Administrative Agent services for the Borough of Tenafly, inclusive of the Housing Rehabilitation Program and Mortgage Subordination Services, for the period of July 1, 2018 to June 30, 2020; and

WHEREAS, Community Action Services is qualified to perform such service; and

WHEREAS, Steven J. Weinberg has submitted the required Pay-to-Play paperwork.

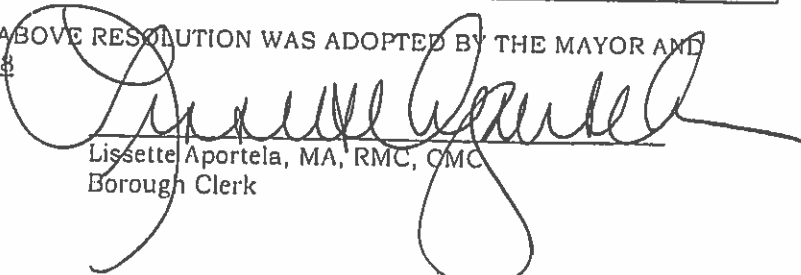
NOW THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Tenafly that the attached agreement with Steven J. Weinberg of Community Action Services located at P.O. Box 6025, East Brunswick, NJ 08816 for the administration of Affordable Housing Administrative Agent services for the Borough of Tenafly is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign said contract on behalf of the Borough of Tenafly; and

BE IT FURTHER RESOLVED that funds are available for this purpose in the Affordable Housing Trust Fund.

	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
BARZELATTO				x	GROSSMAN	x			
BASCH	x				HAIDER				x
DAYTON	x				PARK	x			

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON September 13, 2018


Lissette Aportela, MA, RMC, OMC
Borough Clerk