Draft

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Third Round Housing Element and Fair Share Plan

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Borough of Little Ferry, Bergen County, New Jersey

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Housing Element and Fair Share Plan

Borough of Little Ferry, Bergen County, New Jersey

Adopted by the Planning and Zoning Board on _____

Endorsed by the Borough Council on _____

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A signed and sealed version is available at the municipal building.

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APPENDICES TO THE HOUSING ELEMENT AND FAIR SHARE PLAN

A. Settlement Agreement with Fair Share Housing Center
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B. Agreement with Triad Associates for Administrative Agent Services
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C. Caring House Documentation

D. Advance Housing Documentation

E. Royale Realty Documentation

F. Meridia Documentation

G. Regan Development Documentation

H. Gilbert Manor Documentation

I. Inclusionary Overlay Ordinances

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L. Affirmative Marketing Plan

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Affordability Assistance Manual

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EXECUTIVE SUMMARY

This Third Round Housing Element and Fair Share Plan (HEFSP) has been prepared to address the Borough of Little Ferry's affordable housing obligation, mandated by the New Jersey Constitution as expressed in the Fair Housing Act of 1985 (FHA). The Housing Element is a component of the Borough's Master Plan for development and redevelopment, and the Fair Share Plan constitutes the means and documents designed to implement the Housing Element. Together, the two components are referred to here as the "housing plan" or the 2022 HEFSP.

After determining that the administrative process operated by the New Jersey Council on Affordable Housing (COAH) had broken down and become moribund, the New Jersey Supreme Court in its March 10, 2015, decision established a Court process for municipalities to gain approval of their housing plans. The Court's decision led to the Borough of Little Ferry filing a Declaratory Judgment action in Superior Court on July 8, 2015.

Little Ferry originally entered into a Settlement Agreement with Fair Share Housing Center (FSHC), an interested party in this case, on June 11, 2019 (the 2019 Settlement Agreement). That Agreement established the Borough's three-part affordable housing obligation: A present need, or Rehabilitation, obligation of 47 units, a Prior Round obligation of 28 units, and a Third Round obligation of 182 units. The Agreement also spelled out the mechanisms by which the Borough proposed to satisfy those obligations.

As the Borough prepared for the required Fairness Hearing on the 2019 Settlement Agreement, Donald Nuckel, owner of various properties in the Borough, filed a motion to intervene, seeking to have certain of his properties included among the Borough's proposed affordable housing compliance mechanisms. Through subsequent negotiations, the Borough and Mr. Nuckel reached a settlement, memorialized in what will be referred to here as the Nuckel Settlement Agreement, fully executed on May 26, 2022. The Nuckel Settlement Agreement added Mr. Nuckel's properties to the Borough's proposed compliance plan. A new Settlement Agreement with FSHC (the 2022 Settlement Agreement), incorporating the proposed affordable units from Mr. Nuckel's properties, was fully executed on August 9, 2022.

At a Fairness Hearing on August 16, 2022 that reviewed both the 2022 FSHC Settlement Agreement and the Nuckel Settlement Agreement, Judge Gregg A. Padovano, J.S.C., found the agreements to be fair to the low- and moderate-income citizens of the state. An order approving both agreements was entered on August 26, 2022. Both agreements and the order may be found in Appendix A.

The compliance mechanisms detailed in this plan fully satisfy Little Ferry's three-part affordable housing obligation as negotiated through the Court-approved 2022 FHSC Settlement Agreement.

BRIEF HISTORY AND REGIONAL LOCATION

The Borough of Little Ferry is located in the southern portion of Bergen County. Encompassing 1.67 square miles, Little Ferry is bounded to the east by the Hackensack River, to the west by the Boroughs of Moonachie and Teterboro, to the north by the City of Hackensack, and to the north and south by South Hackensack Township (which comprises two discrete areas of land). During the Colonial era, what is now the Borough was the site of an important ferry crossing. The ferry was operated by rope, starting in 1659 and continuing until 1826 when it was replaced by a bridge. In 1894, a year in which no fewer than 26 new boroughs were formed in Bergen County, the Borough of Little Ferry was officially created from parcels of the former Lodi Township and Barbadoes Township.

A significant portion of the Borough's lands are under the jurisdiction of the New Jersey Sports and Exposition Authority (NJSEA). As will be discussed in the fair share portion of this plan, much of the Borough is within FEMA's flood hazard area, and the Borough is almost entirely built out, both of which situations leave the Borough with very little land available for future development, including affordable housing development. (NJSEA zoning regulations require a 20% affordable housing set-aside for all multi-family development approved in its jurisdictional area.) The 2020 census indicates the Borough's population grew only 1.6% since the 2010 census, from 10,626 to 10,800. The number of housing units grew only slightly faster, to approximately 4,527, up 2% from 4,439 as noted in the 2010 census.

JUDICIAL AND LEGISLATIVE BACKGROUND

In its landmark 1975 decision, now referred to as Mount Laurel I, the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide diversity and choice in the housing types permitted in the municipality, including those for low- and moderate income households. In its 1983 Mount Laurel II decision, the New Jersey Supreme Court extended the regional fair share obligation to all municipalities with any "growth area" as designated in the State Development Guide Plan (NJDCA 1978), and determined that each municipality would have to establish its fair share obligation and provide zoning mechanisms to create a realistic opportunity to fulfill that obligation. Subject to a number of limitations, Mount Laurel II also gave developers, under appropriate circumstances, the opportunity to secure what is known as a "builder's remedy" from municipalities that developers could prove were not providing a realistic opportunity for the development of affordable housing. A builder's remedy is a mechanism that grants a developer that is successful in such exclusionary zoning litigation the right to develop what is typically a higher density multifamily project on land not zoned to permit this use at the time of the suit and where a "substantial" percentage of the proposed units will be reserved for low- and moderate-income households.

In 1985, the Legislature enacted the Fair Housing Act in response to Mount Laurel II. The Fair Housing Act created the Council on Affordable Housing (COAH) as an administrative alternative to compliance in a Court proceeding. The Legislature conferred "primary jurisdiction" on COAH and charged COAH with promulgating regulations (i) to establish housing regions; (ii) to estimate low- and moderate-income housing needs; (iii) to set criteria and guidelines for municipalities to determine and address their fair share numbers, and (iv) to create a process for the review and approval of appropriate housing elements and fair share

plans. As will be further discussed, COAH has since been declared a moribund agency, which has forced the New Jersey Supreme Court to reactivate a judicial process for the review and approval of affordable housing plans. This document is being created to submit to the judicial process for determining affordable housing allocations and responses and, ultimately, to receive a Third Round Judgment of Repose that will provide protection from builder's remedy suits through July 1, 2025.

COAH's First and Second Rounds

COAH created the criteria and guidelines for municipalities to use in determining and addressing their affordable housing obligation, or the number of affordable dwellings they were required to provide. COAH originally established a formula for determining municipal affordable housing obligation for the six-year period between 1987 and 1993 (*N.J.A.C.* 5:92-1 *et seq.*), which became known as the First Round. These rules established an existing need where sub-standard housing was being occupied by low- and moderate-income households (variously known as "present need" or "rehabilitation share") and future demand to be satisfied with new construction ("prospective need" or "fair share").

The First Round formula was superseded by COAH regulations in 1994 (*N.J.A.C.* 5:93-1.1 *et seq.*). The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 census data. The regulations COAH adopted in 1994 to identify a municipality's cumulative obligations for the First and Second Rounds are known as the Second Round regulations. Under regulations adopted for the Third Round, the obligation of municipalities to create new affordable housing for the First and Second Rounds is referred to as the Prior Round obligation. This plan will also refer to the new construction obligation for the First and Second housing cycles as the Prior Round obligation.

COAH's Third Round and Related Judicial and Legislative Activity

On December 20, 2004, COAH's first version of the Third Round rules became effective, some five years after the end of the Second Round in 1999. At that time, the Third Round was defined as the time period from 1999 to 2014, but condensed into an affordable housing delivery period from January 1, 2004 through January 1, 2014. In other words, 15 years of necessary affordable housing activity was to take place in 10 years. The Third Round rules marked a significant departure from the methods utilized in COAH's Prior Round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third Round rules implemented a "growth share" approach that linked the production of affordable housing to residential and non-residential development within a municipality.

However, on January 25, 2007, the New Jersey Appellate Court decision in In re Adoption of *N.J.A.C.* 5:94 and 5:95, 390 N.J. Super. 1, invalidated key elements of the first version of the Third Round rules, including the growth share approach. The Court ordered COAH to propose and adopt amendments to its rules within six months to address the deficiencies identified by the Court. COAH missed this deadline, but did issue revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008). COAH largely retained the growth share approach, but implemented several changes intended to create compliance with

the 2007 Appellate Court decision. Additionally, the Third Round was expanded from 2014 to 2018, thus requiring 19 years of necessary affordable housing activity (1999-2018) to take place during a 10-year delivery period (2008-2018).

Just as various parties challenged COAH's initial Third Round regulations, parties challenged COAH's 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision, In re Adoption of *N.J.A.C.* 5:96 and 5:97, 416 N.J. Super. 462, with respect to the challenge to the second iteration of COAH's Third Round regulations. The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency assigned housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a growth share formula. Instead, COAH was directed to use similar methods that had been previously used in the First and Second Rounds. The Court gave COAH five months to address its ruling and provide guidance on some aspects of municipal compliance.

Judicial Activity from 2011 to the Present

COAH sought from the New Jersey Supreme Court a stay of the March 8, 2011 deadline that the Appellate Division imposed in its October 2010 decision for the agency to issue new Third Round housing rules. The New Jersey Supreme Court granted COAH's application for a stay and granted petitions and cross-petitions to all of the various challenges to the Appellate Division's 2010 decision. The New Jersey Supreme Court heard oral argument on the various petitions and cross-petitions on November 14, 2012.

On September 26, 2013, the New Jersey Supreme Court upheld the Appellate Court decision in In re Adoption of *N.J.A.C.* 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rules. Subsequent delays in COAH's rule preparation and ensuing litigation led to the New Jersey Supreme Court, on March 14, 2014, setting forth a schedule for adoption.

Although ordered by the New Jersey Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked 3-3 at its October 20 meeting and failed to adopt the draft rules it had issued on April 30, 2014. In response, FSHC filed a motion in aid of litigant's rights with the New Jersey Supreme Court, and oral argument on that motion was heard on January 6, 2015.

On March 10, 2015, the New Jersey Supreme Court issued a ruling on the Motion In Aid of Litigant's Rights (In re Adoption of *N.J.A.C.* 5:96 & 5:97, 221 NJ 1), which became known as Mount Laurel IV. This long-awaited decision provides a new direction for how New Jersey municipalities are to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges. The implication of this was that municipalities could no longer wait for COAH to adopt Third Round rules before preparing new Third Round housing elements and fair share plans, and municipalities must now apply to the Courts, instead of COAH, if they wish to be protected from exclusionary zoning lawsuits. These trial judges, with the assistance of an appointed

Special Master to the Court, are tasked with reviewing municipal plans much in the same manner as COAH previously did. Those towns whose plans are approved by the Court receive a Judgment of Compliance and Repose, the court equivalent of COAH's substantive certification.

While the New Jersey Supreme Court's decision set a process in motion for towns to address their Third Round obligation, it did not assign those obligations. Instead, that was to be done by the trial courts. Additionally, the Court stated that municipalities should rely on COAH's Second Round rules (*N.J.A.C.* 5:93) and those components of COAH's 2008 regulations that were specifically upheld (including but not limited to Redevelopment Bonuses), as well as the Fair Housing Act (*N.J.S.A.* 52:27D – 301 *et seq.*), in their preparation of Third Round housing elements and fair share plans. This plan is prepared in response to and in compliance with the March 10, 2015 New Jersey Supreme Court decision.

On January 17, 2017, the New Jersey Supreme Court rendered a decision, In Re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), that found that the "gap period," defined as 1999-2015, during which no valid regulations were in force, nonetheless generates an affordable housing obligation. This obligation requires an expanded definition of the municipal Present Need obligation to include the unaddressed housing need of low- and moderate-income households formed during the gap period. Accordingly, the municipal affordable housing obligation now comprises the following four parts: Present Need (rehabilitation), Prior Round (1987-1999, new construction), Gap Present Need (1999-2015, new construction), and Prospective Need (Third Round, 2015 to 2025, new construction). While the structure of the obligation established through the Borough's Settlement Agreement with FSHC is different from the findings of this recent Supreme Court decision (*i.e.*, no redefined Present Need and a Third Round obligation specific to 1999-2025), the Borough's obligation includes what would have been calculated for the 1999-2015 gap period.

Legislative Activity from 2008 to the Present

In addition to the state agency negotiation and judicial decisions, the New Jersey Legislature has amended the Fair Housing Act in recent years. On July 17, 2008, Governor Corzine signed P.L. 2008, c. 46 (referred to as the "Roberts Bill", or "A500"), which amended the Fair Housing Act in a number of ways. Key provisions of the legislation included the following:

- It established a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing;
- It eliminated new regional contribution agreements (RCAs) as a compliance technique available to municipalities; previously a municipality could fund the transfer up to 50% of its fair share to a so called "receiving" municipality;
- It added a requirement that 13% of all affordable housing units and 13% of all units funded by the state's Balanced Housing Program and its Affordable Housing Trust Fund be restricted to very low-income households, which it defined as households earning 30% or less of median income; and

- It added a requirement that municipalities had to commit to spend development fees within four years of the date of collection after its enactment, which commenced on the four-year anniversary of the law (July 17, 2012). This was later addressed in a Superior Court decision which found the four-year period begins at the time the Court approves the municipal spending plan.[1]

These amendments to the Fair Housing Act are not promulgated in any valid COAH regulations.

The Fair Housing Act was amended again in July 2020, to require, beginning in November 2020, that all affordable units that are subject to affirmative marketing requirements must also be listed on the state's Affordable Housing Resource Center website, https://njhrc.gov. All affordable housing affirmative marketing plans are now required to include listing on the State Affordable Housing Resource Center website.

[1] In the Matter of the Adoption of the Monroe Township Housing Element and Fair Share Plan, and Implementing Ordinances (2015)

LITTLE FERRY'S AFFORDABLE HOUSING HISTORY

Prior to 2009, Little Ferry had not submitted a Housing Element and Fair Share Plan to either COAH or the Court. In 2006 Donald Nuckel, owner of various sites in the Borough including sites developed with garden-style apartments, filed for and was granted a builder's remedy permitting him to demolish his existing apartments and build a new, higher-rise development with an affordable-housing set-aside. In 2008 the Borough adopted a HEFSP to address the builder's remedy. However, the provisions of the order granting the builder's remedy limited some aspects of the development, including maximum heights. As a result, at Mr. Nuckel's request, the builder's remedy was rescinded via interlocutory order in December 2008, which order required the Borough to amend its HEFSP in order to address its obligations without relying on the builder's remedy site. The Borough adopted a revised HEFSP in March 2009 (the 2009 Plan), which was endorsed by the mayor and Borough Council in April 2009 and subsequently submitted to the Court for approval.

As one of the compliance mechanisms set forth in the 2009 Plan, the Borough had adopted the RF River Front overlay ordinance, which would permit development along the Hackensack River with a mandatory affordable housing set-aside sufficient to address the Borough's Third Round obligation as calculated at the time. At the compliance hearing for the 2009 Plan, Mr. Nuckel's prior counsel announced that a complaint had been filed challenging the RF ordinance. A second complaint against the ordinance was filed by 110 Bergen Turnpike, LLC, which was in negotiations with the Borough for construction of a hotel and affordable housing on one of the lots included in the overlay zone. The Borough repealed the ordinance, rendering both challenges moot, drafted a revised ordinance, and in January 2011 executed a settlement agreement with 110 Bergen Turnpike. On April 20, 2011, the Borough adopted a revised HEFSP (the 2011 Plan), which was endorsed by the Borough Council on May 3, 2011. The Borough adopted the revised ordinance on March 13, 2012 as the RF-A River Front inclusionary overlay ordinance.

The Borough received a Second Round Judgment of Compliance on April 26, 2012. As part of the judgment, the Borough's Second Round obligation was set at 28 units. However, in light of the lack of clarity on Third Round rules and obligations at the time, the judgment specifically did not address any Third Round obligation, and dismissed without prejudice the Borough's complaint seeking a declaratory judgment with regard to Third Round compliance. The judgment also approved the Borough's 2011 Plan, its 2008 development fee ordinance, its 2009 Affordable Housing Ordinance, its Affirmative Marketing Plan, the draft RF-A ordinance as revised in January 2011, and the settlement agreement with 110 Bergen Turnpike.

The judgment transferred to COAH the responsibility for approval and monitoring of the Borough's Spending Plan. In October 2012 the Borough adopted a Spending Plan and petitioned the Court to refer it to COAH for approval; however, COAH never took action on the Spending Plan.

On July 8, 2015, in response to the March 10, 2015 Supreme Court decision, the Borough filed for Declaratory Judgement and temporary immunity. Through subsequent negotiations, the Borough and FSHC reached an initial Settlement Agreement in June 2019 (the 2019 Settlement Agreement). That Agreement included a Vacant Land Adjustment of the Borough's

Third Round fair share obligation based on a 2017 Vacant Land Analysis. On June 30, 2020, before the Settlement Agreement could be evaluated at a Fairness Hearing, Donald Nuckel filed an objection. The objection claimed that the sites included in the compliance plan set forth in the 2019 Settlement Agreement did not present a realistic opportunity for development of affordable housing, while asserting that several of Mr. Nuckel's properties did present such an opportunity, through redevelopment, and should have been included in the 2017 Vacant Land Analysis. The objection sought to have the Nuckel properties added to the Borough's Third Round compliance plan.

A Settlement Agreement with Mr. Nuckel (the Nuckel Settlement Agreement) was executed in May 2022, and a new Settlement Agreement with FSHC was executed in August 2022 (the 2022 Settlement Agreement). Both agreements stipulated that Mr. Nuckel's properties would be included in the Borough's Third Round compliance plan. The agreements were approved at an August 16, 2022 Fairness Hearing via an order entered on August 26, 2022.

This Housing Element and Fair Share Plan has been prepared to comply with the provisions of both the Nuckel Settlement Agreement and the 2022 Settlement Agreement with FSHC.

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under New Jersey's Fair Housing Act as a dwelling, either for sale or rent, that is within the financial means of households of low- or moderate-income, as is measured within each housing region. The Borough of Little Ferry is in COAH's Housing Region 1, which includes Bergen, Hudson, Passaic, and Sussex Counties. Moderate-income households are those with annual incomes greater than 50%, but less than 80% of the regional median income. Low-income households are those with annual incomes that are 50% or less than the regional median income. Very low-income households are a subset of "low-income" households and are defined as those with incomes 30% or less of regional median income.

The Uniform Housing Affordability Controls (UHAC) at *N.J.A.C.* 5:80-26.3(d) and (e) require that the maximum rent for a qualified unit be affordable to households with incomes 60% or less of the median income for the region. The average rent must be affordable to households with incomes no greater than 52% of the median income. The maximum sale prices for affordable units must be affordable to households with incomes 70% or less of the median income. The average sale price must be affordable to a household with an income of 55% or less of the median income.

The regional median income was originally defined by COAH using the federal income limits established by Department of Housing and Urban Development (HUD) on an annual basis. In the spring of each year, HUD releases updated regional income limits, which COAH has historically reallocates to its regions.[2] It is from these income limits that the rents and sale prices for affordable units are derived. COAH last published updated income limits or rent increases in 2014.

In May 2017, the Affordable Housing Professionals of New Jersey first released income limits for 2017, which were approved by several Superior Court judges overseeing municipal Declaratory Judgment matters. In April 2022, the Affordable Housing Professionals of New Jersey released income limits for 2022, which are partially shown for Housing Region 1 in Table 1, below. The Borough has received Court approval to use these 2022 income limits and a process for the future annual updating of income limits as part of the Court's approval of the 2022 Settlement Agreement between the Borough and FSHC.

TABLE 1. 2022 INCOME LIMITS FOR REGION 1

Household Income Levels	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5-Person Household
Median	$80,954	$92,519	$104,084	$115,649	$124,901
Moderate	$64,764	$74,016	$83,267	$92,519	$99,921
Low	$40,477	$46,260	$52,042	$57,825	$62,451
Very Low	$24,286	$27,756	$31,225	$34,695	$37,470

Source: 2022 Affordable Housing Regional Income Limits by Household Size, Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) in April of 2022

Tables 2 and 3 provide illustrative gross rents and sale prices for 2022. The sample rents and

[2] Future Annual Income Limits may be published by the Courts, or by another entity with relevant jurisdiction and approved by the Court.

sale prices are illustrative and are gross figures, which do not account for the specified utility allowances for rental units or for homeowner association fees and other homeowner expenses not related to a mortgage for sales units.

TABLE 2. ILLUSTRATIVE 2022 AFFORDABLE GROSS RENTS FOR REGION 1			
Household Income Levels (% of Median Income)	**1-Bedroom**	**2-Bedroom**	**3-Bedroom**
Moderate at 60%	$1,301	$1,561	$1,804
Low at 50%	$1,084	$1,301	$1,503
Very Low at 30%	$651	$781	$902

TABLE 3. ILLUSTRATIVE 2022 AFFORDABLE SALES PRICES FOR REGION 1			
Household Income Levels (% of Median Income)	**1 Bedroom Unit Price**	**2 Bedroom Unit Price**	**3 Bedroom Unit Price**
Moderate at 65%	$167,420	$202,104	$233,542
Low at 50%	$129,554	$155,465	$179,648
Very Low at 30%	$77,732	$93,279	$107,789

HOUSING ELEMENT & FAIR SHARE PLAN REQUIREMENTS

In accordance with the Municipal Land Use Law (*N.J.S.A.* 40:55D-1, *et seq.*), a municipal Master Plan must include a housing plan element as the foundation for the municipal zoning ordinance. Pursuant to the Fair Housing Act, a municipality's housing plan element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. The housing plan element must contain at least the following, as per the Fair Housing Act at *N.J.S.A.* 52:27D-310:

- An **inventory of the municipality's housing stock** by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;
- A **projection of the municipality's housing stock**, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;
- An **analysis of the municipality's demographic characteristics**, including, but not necessarily limited to, household size, income level, and age;
- An **analysis of the existing and probable future employment characteristics** of the municipality;
- A **determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate** its present and prospective housing needs, including its fair share of low- and moderate-income housing; and
- A **consideration of the lands most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to**, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.

HOUSING, DEMOGRAPHICS AND EMPLOYMENT

Housing Characteristics

The 2015-2019 American Community Survey (ACS) [3] indicates that Little Ferry has approximately 4,360 housing units, with 272, or 6.2%, vacant. Little Ferry's housing stock and tenure reflect the predominant residential land use in the municipality. The Borough's housing stock consists predominantly of single-family detached units (36.1%), but also contains a large share of 10+ apartment units (29.7%). The share of single-family detached units in the Borough is lower than for Bergen County (53.3%) and the state (53.5%). Renters comprise approximately 53.7% of Borough residents, compared with 35.2% for the county and 36.1% for the state. See Table 4, Housing Units by Number of Units in Structure, for details about the Borough's housing stock.

TABLE 4. HOUSING UNITS BY NUMBER OF UNITS IN STRUCTURE, 2019

Number of Units	Owner-occupied	% Owned	Rental	% Rented	Vacant	% Vacant	Occupied Total	Total Units
1, Detached	1,215	27.8%	279	6.4%	85	1.9%	1,494	**1,579**
1, Attached	71	1.6%	156	3.6%	0	0.0%	227	**227**
2	258	5.9%	327	7.5%	85	1.9%%	585	**670**
3 or 4	0	0.0%	929	6.7%	32	0.7%	292	**324**
5 to 9	20	0.5%	234	5.4%	0	0.0%	254	**254**
10 or more	168	3.8%	1,058	24.2%	70	1.6%	1,226	**1,296**
Other	18	0.4%	0	0.0%	0	0.0%	18	**18**
Total	***1,750***	***40.1%***	***2,346***	***53.7%***	***272***	***6.2%***	***4,096***	***4,368***

Source: 2015-2019 American Community Survey 5-Year Estimate

Table 5, Occupied Housing Units by Year Built, illustrates the age of the Borough's housing stock. More than 81% of Little Ferry's housing stock was constructed prior to 1980. The Borough's housing stock grew the most rapidly in the 1960s and 1970s (45.2%), with housing construction declining since then.

TABLE 5. OCCUPIED HOUSING UNITS BY YEAR BUILT, 2019

Year Built	Total Units	Percent	Owner	Renter
2014 or later	23	0.6%	0	23
2010 to 2013	0	0.0%	0	0
2000 to 2009	107	2.6%	13	94
1980 to 1999	639	15.6%	115	524
1960 to 1979	1,852	45.2%	743	1,109
1940 to 1959	854	20.8%	533	321

[3] The American Community Survey replaced the long-form versus as the source for much of the housing data necessary to complete this section. The census is a one-time count of the population, while the ACS is an estimate taken over five years through sampling. Thus, data in the ACS is subject to a margin of error. While the 2020 five-year ACS is available, its accuracy has been called into question. For that reason, this plan will use the 2019 five-year ACS estimates.

TABLE 5. OCCUPIED HOUSING UNITS BY YEAR BUILT, 2019				
Year Built	Total Units	Percent	Owner	Renter
1939 or earlier	621	15.2%	346	275
Totals	*4,096*	*100%*	*1,750*	*2,349*
Source: 2015-2019 American Community Survey 5-Year Estimate				

Table 6, Housing Units by Number of Rooms, shows that, of the housing stock in Little Ferry, 57.5% have between three and five rooms, 24.4%% have between six and eight rooms, and 9.5% have nine or more rooms. The data from this table indicates that the housing stock in Little Ferry is, on average, small in size, as the majority (66.2%) of housing in Little Ferry contains between one and five rooms.

TABLE 6. HOUSING UNITS BY NUMBER OF ROOMS, 2019		
Rooms	Number of Units	Percent
1	240	5.5%
2	139	3.2%
3	1,103	25.3%
4	752	17.2%
5	655	15.0%
6	571	13.1%
7	323	7.4%
8	172	3.9%
9+	413	9.5%
Total	*4,368*	*100%*
Median Rooms	*4.4*	-
Source: 2015-2019 American Community Survey 5-Year Estimate		

The most common number of bedrooms per housing unit is one bedroom (33.9%), which is different than the bedroom distribution across both the county and the state, both of which predominantly have three bedrooms per unit (31.5% and 32.5%, respectively). Across Bergen County, only 16.0% of housing units have one bedroom, and in New Jersey only 13.9% of units have one bedroom. Further information on bedroom count details is found in Table 7, Number of Bedrooms per Housing Unit.

TABLE 7. NUMBER OF BEDROOMS PER HOUSING UNIT, 2019		
Bedrooms	Number of Units	Percent
Efficiency	240	5.5%
1	1,480	33.9%
2	1,093	25.0%
3	923	21.1%
4	453	10.4%

TABLE 7. NUMBER OF BEDROOMS PER HOUSING UNIT, 2019		
Bedrooms	**Number of Units**	**Percent**
5+	179	4.1%
Total	***4,368***	***100%***
Source: 2015-2019 American Community Survey 5-Year Estimate		

These disparities between Little Ferry and the county and state, combined with the relatively high percentage of renters versus homeowners noted above, suggest that, if Little Ferry wishes to attract more homeowners, it may need to find ways to provide larger housing units available to families with children.

Table 8, Owner-Occupied Housing Values, shows that the median home value in Little Ferry decreased approximately 11.4% between 2010 and 2019. The Borough experienced a much greater decline in median home values than the decline throughout Bergen County (-2.7%) and had lower median home values than the county in both 2010 ($371,700 vs. $482,300) and 2019 ($329,300 vs. $469,500).

Based on the 2022 Illustrative Sales Prices for Affordable Housing, and assuming a three-person household purchasing a two-bedroom unit, a maximum of only 21 owner-occupied housing units in Little Ferry may have been affordable to very low-income households in 2019. Another 104 units may have been affordable to low-income households, and a further 365 units may be affordable to moderate-income households at 65% of regional median income. In total, a maximum of 490 owner-occupied units in the Borough, or 28% of all owner-occupied units, may be affordable to very low-, low- and moderate-income households.

TABLE 8. OWNER-OCCUPIED HOUSING VALUES, 2010 and 2019				
Housing Unit Value	**2010 Units**	**Percent**	**2019 Units**	**Percent**
Less than $50,000	9	0.5%	21	1.2%
$50,000 to $99,999	0	0.0%	0	0.0%
$100,000 to $149,999	0	0.0%	60	3.4%
$150,000 to $199,999	35	1.8%	80	4.6%
$200,000 to $299,999	488	24.9%	567	32.4%
$300,000 to $499,999	1,066	54.3%	915	52.3%
$500,000 to $999,999	343	17.5%	107	6.1%
$1,000,000 or more	21	1.1%	0	0.0%
Total	***1,962***	***100%***	***1,750***	***100%***
Median	***$371,700***		***$329,300***	
Sources: 2006-2010 American Community Survey 5-Year Estimate; 2015-2019 American Community Survey 5-Year Estimate				

The median rent in Little Ferry in 2019 was $1,349, compared to $1,506 across Bergen County. The mode rent bracket in the Borough is between $1,000 and $1,499, which is the same bracket as across Bergen County, although a much higher percentage of units in Little Ferry (61.5% vs. 36.8%) are leased for rents within this bracket. This is consistent with a high

percentage of housing units in Little Ferry having one bedroom, as opposed to two or more bedrooms.

Based on 2022 Illustrative Rents for Affordable Housing, and again assuming a three-person household renting a two-bedroom unit, a maximum of 230 units may be affordable to very low-income-renters. Another 1,235 units may be affordable to low-income renters, and a further 233 units may be affordable to moderate-income renters. A total maximum of 2,175 units, or 96% of all rental units, may be affordable to very low-, low-, and moderate-income households. See Table 9, Comparison of Borough of Little Ferry and Bergen County, Gross Rent.

TABLE 9. COMPARISON OF BOROUGH OF LITTLE FERRY AND BERGEN COUNTY, GROSS RENT, 2019

	Borough of Little Ferry		Bergen County	
Gross Rent	Units	Percent	Units	Percent
Less than $500	0	0.0%	5,662	4.9%
$500 to $999	295	13.0%	9,191	7.9%
$1,000 to $1,499	1,393	61.5%	42,618	36.8%
$1,500 to $1,999	487	21.5%	30,804	26.6%
$2,000 to $2,499	60	2.6%	13,296	11.5%
$2,500 to $2,999	30	1.3%	6,753	5.8%
$3,000 or more	0	0.0%	7,396	6.4%
Total	***2,265***	***100%***	***115,720***	***100%***
Median Rent	***$1,349***		***$1,506***	

Source: 2015-2019 American Community Survey 5-Year Estimate

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential costs consume 28% or less of an owner-household's income or 30% or less of a renter-household's income. Homeowner rates are lower to account for the additional home maintenance costs associated with ownership. In Little Ferry, 46.3% of all households in occupied units are expending more than 30% of their incomes on housing, with owner-occupant households representing a smaller number but a larger percentage of all similarly tenured households compared to renter households. Table 10, Housing Affordability, 2019, has more detail.

TABLE 10. HOUSING AFFORDABILITY, 2019

Monthly Housing Costs as Percent of Income	Owner-Occupied	Percent	Renter	Percent	All Occupied	Percent
Less than 20 Percent	565	32.3%	572	14.0%	1,137	27.8%
20 to 29 Percent	364	20.8%	495	12.1%	859	21.0%
30 Percent or More	798	45.6%	1,099	26.8%	1,897	46.3%
No Cash Rent	23	1.3%	180	4.4%	203	4.9%
Total	***1,750***	***42.7%***	***2,346***	***57.3%***	***4,096***	***100%***

Source: 2015-2019 American Community Survey 5-Year Estimate

As shown in Table 11, Indicators of Housing Deficiency, 2019, in 2019, 29 of Little Ferry's housing units were estimated to lack adequate plumbing and approximately 74 housing units lacked adequate kitchen facilities.

TABLE 11. INDICATORS OF HOUSING DEFICIENCY, 2019

Indicator	Incomplete Plumbing	Incomplete Kitchen
Number of Units	29	74

Source: 2015-2019 American Community Survey 5-Year Estimate

Population Characteristics

The population of Little Ferry grew 3.4% from 2010 to 2020, which is a reversal of its decline in population from 2000-2010 (-1.6%). However, the Borough's recent population growth is slower than that of the county, which had a 2.4% increase in population from 2000 to 2010 and a 5.6% increase from 2010 to 2020. (Note these figures are from the respective decennial censuses, and will differ from ACS five-year estimates used elsewhere.) See Table 12, Population Growth.

TABLE 12. POPULATION GROWTH, 2000 – 2020

	2000	2010	Percent Change	2020	Percent Change	Percent Total Change
Borough of Little Ferry	10,800	10,626	-1.6%	10,987	3.4%	1.7%
Bergen County	884,118	905,116	2.4%	955,732	5.6%	8.1%

Source: 2000, 2010, and 2020 US Census

Between 2010 and 2019, there was a large increase in the number of Little Ferry residents approaching or at retirement age – *i.e.*, residents between ages 60 and 74. This age cohort grew by a combined 41.8%, to become 16% of the Borough's population in 2019 (up from 11.5% in 2010). The percentages of older children and young adults, aged from 15 to 24, also grew significantly, to become 12.8% of the Borough's population, up from 9%. Conversely, there were substantial decreases in the percentages people of child-rearing years, which age cohort declined from 48.1% to 44.2% of the Borough's population, an 8% drop. The percentage of children under 15 also declined, from 17.1% of the Borough's population to 14.1%, a drop of 82.5%. The combination of these changes helped drive the median age in the Borough up from 38.8 to 39.9 years from 2010 to 2019. See Table 13, Age Distribution, for additional detail. The implications of these changes, combined with the profile of housing units discussed above and the household configurations discussed below, suggest that when young adults begin to need

housing large enough to support a family with children, they are forced to look outside the Borough.

TABLE 13. AGE DISTRIBUTION, 2010 and 2019					
Age Group	2010	Percent	2019	Percent	Percent Change
Under 5	776	6.1%	662	6.1%	-14.7%
5-9	568	5.4%	412	3.8%	-27.5%
10-14	592	5.6%	452	4.2%	-23.6%
15-19	320	3.0%	509	4.7%	59.1%
20-24	637	6.0%	876	8.1%	37.5%
25-34	1,645	15.5%	1,626	15.1%	-1.2%
35-44	1,815	17.1%	1,665	15.4%	-8.3%
45-54	1,647	15.5%	1,479	13.7%	-10.2%
55-59	642	6.1%	756	7.0%	17.8%
60-64	698	6.6%	844	7.8%	20.9%
65-74	521	4.9%	884	8.2%	69.7%
75-84	520	4.9%	420	3.9%	-19.2%
85+	221	2.1%	197	1.8%	-10.9%
Total	***10,602***	***100%***	***10,782***	***100%***	***1.7%***
Median Age	38.8		39.9		2.8%
Sources: 2006-2010 and 2015-2019 American Community Survey 5-Year Estimates					

Household Characteristics

A household is defined by the U.S. Census Bureau as those individuals who occupy a single room or group of rooms constituting a housing unit, whether or not they are related. As a subset of households, a family is identified as a group of people, including a householder and one or more people related by blood, marriage or adoption, all living in the same household. In 2019, there were an estimated total 4,096 households living in the Borough. Approximately 68.6% of the households are considered family households, and 37.3% of those households include children of the householder. Overall, only 25.6% of households in the Borough include children of the householder, significantly lower than the 32.5% of households in Bergen County that include children. Approximately 31.4% of the Borough's households are non-family households, and 27.9% of households are individuals living alone. In Bergen County, only 23.7% of households are individuals living alone. See Table 14, Household Composition.

TABLE 14. HOUSEHOLD COMPOSITION, 2019		
Household Type	Households	Percent
Family households	***2,810***	***68.6%***
Married-couple family	2,121	51.8%

TABLE 14. HOUSEHOLD COMPOSITION, 2019		
Household Type	Households	Percent
With own children under 18	726	17.7%
Male householder, no spouse present	136	3.3%
With own children under 18	49	1.2%
Female householder, no spouse present	553	13.5%
With own children under 18	273	6.7%
Nonfamily households	***1,286***	***31.4%***
Householder living alone	1,143	27.9%
Total Households	***4,096***	***100%***
Source: 2015-2019 American Community Survey 5-Year Estimate		

Income Characteristics

In 2019, median income in Little Ferry was $66,098 for households and $74,741 for families, at least 30% lower than comparable figures for the county at $101,144 for households and $122,981 for families. Table 15, Household Income by Income Brackets, shows the number of households in Little Ferry in each income bracket.

TABLE 15. HOUSEHOLD INCOME BY INCOME BRACKETS, 2019		
	Households	Percent
Less than $10,000	252	6.2%
$10,000-$14,999	70	1.7%
$15,000-$19,999	131	3.2%
$20,000-$24,999	237	5.8%
$25,000-$34,999	234	5.7%
$35,000-$49,000	641	15.6%
$50,000-$74,999	706	17.2%
$75,000-$99,999	436	10.6%
$100,000-$149,999	898	21.9%
$150,000-$199,999	221	5.4%
$200,000+	270	6.6%
Total	***4,096***	***100%***
Median Income	$66,098	-
Source: 2015-2019 American Community Survey 5-Year Estimate		

The Borough's 2019 poverty rates for individuals and families (10.3% and 6.5%, respectively) exceed the individual and family rates for the County (6.7% and 4.8%, respectively). See Table 16, Individual and Family Poverty Rates, for the comparison.

TABLE 16. INDIVIDUAL AND FAMILY POVERTY RATES, 2019		
Location	**Individuals**	**Families**
Borough of Little Ferry	10.3%	6.5%
Bergen County	6.7%	4.8%
Source: 2015-2019 American Community Survey 5-Year Estimate		

Employment Characteristics

Table 17, Distribution of Employment by Industry, shows the distribution of employment by industry for employed Little Ferry residents. The four industries that capture the largest segments of the population were the education, health and social services industry at 16.9%; professional, scientific, management, administrative, and waste management services at 14.4%; retail trade at 11.9%; and manufacturing at 10.0%.

TABLE 17. DISTRIBUTION OF EMPLOYMENT BY INDUSTRY, 2019		
Sector Jobs	**Number**	**Percent**
Agriculture, Forestry, Fishing and Hunting, and Mining	0	0.0%
Construction	276	4.6%
Manufacturing	604	10.0%
Wholesale Trade	318	5.3%
Retail Trade	723	11.9%
Transportation, Warehousing, and Utilities	513	8.5%
Information	103	1.7%
Financing, Insurance, Real Estate, Renting, and Leasing	496	8.2%
Professional, Scientific, Management, Administrative, and Waste Management Services	871	14.4%
Educational, Health and Social Services	1,023	16.9%
Arts, Entertainment, Recreation, Accommodation and Food Services	525	8.7%
Other	381	6.3%
Public Administration	220	3.6%
Total	***6,053***	***100%***
Source: 2015-2019 American Community Survey 5-Year Estimate		

Table 18, Employment by Occupation, identifies the occupations of employed residents of Little Ferry. While Borough residents work in a variety of industries, 37.1% of employed residents work in management, business, science, and arts and 23.6% are employed in sales and office occupations.

TABLE 18. EMPLOYMENT BY OCCUPATION, BOROUGH OF LITTLE FERRY, 2019		
Sector Jobs	Number	Percent
Management, Business, Science, Arts	2,244	37.1%
Service	1,015	16.8%
Sales and Office	1,426	23.6%
Natural Resources, Construction, Maintenance	341	5.6%
Production, Transportation, Material Moving	1,027	17.0%
Total	***6,053***	***100%***
Source: 2015-2019 American Community Survey 5-Year Estimate		

Since 2010, the size of Little Ferry's labor force increased steadily until 2016, since which its rate of growth has fluctuated. The size of the labor force in the Borough reached its peak in 2017, and has dropped steadily since then as a greater percentage of residents move into retirement. At the same time, until 2017, more people who were looking for work were unable to find jobs. The Borough's unemployment rate rose from a low of 4.9% in 2012 to a high of 9.6% in 2017, and has declined since then. Table 19, Change in Employment, illustrates these trends.

TABLE 19. CHANGE IN EMPLOYMENT, 2010 – 2019				
Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	5,852	5,510	342	5.8%
2011	5,959	5,655	304	5.1%
2012	6,012	5,720	292	4.9%
2013	6,236	5,872	364	5.8%
2014	6,416	5,983	433	6.7%
2015	6,451	5,917	534	8.3%
2016	6,405	5,793	612	9.6%
2017	6,506	5,923	583	9.0%
2018	6,390	5,893	497	7.8%
2019	6,442	6,053	389	6.0%
Source: American Community Survey 5-Year Estimates				

The New Jersey Department of Labor tracks covered employment throughout the state, which it defines as only those jobs for which unemployment compensation is paid. (Thus by definition it does not cover the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers.) See Table 20, Employment Estimates, for 2019 covered employment estimates for Little Ferry and Bergen County.

TABLE 20. EMPLOYMENT ESTIMATES		
Year	Borough of Little Ferry	Bergen County
2019	5,807	459,943
Source: U.S. Census Bureau, Center for Economic Studies, OnTheMap Application, 2019 Home Area Profile Analysis, http://onthemap.ces.census.gov		

As Table 21, Journey to Work, below shows, 69.1% of Little Ferry's employed residents age 16 and over drive to work alone, compared with 68.4% for Bergen County overall and 71.2% for New Jersey as a whole. The percentage of workers who drive alone to work, both in the Borough and in Bergen County, is reflective of suburban land-use patterns and the inconsistent availability of transit, particularly to destinations other than New York City.

TABLE 21. JOURNEY TO WORK, 2019			
Mode	Borough of Little Ferry	Bergen County	New Jersey
Drive Alone	4,002	321,254	3,086,231
Carpool	553	33,622	346,868
Transit	841	73,916	505,619
Walk	255	12,060	122,948
Other	122	6,282	79,061
Work at Home	19	22,435	196,157
Total	**5,792**	**469,569**	**4,336,884**
Source: 2015-2019 American Community Survey 5-Year Estimate			

Approximately 46.1% of households in Little Ferry only have one vehicle, and 6.4% have no vehicle at all. Some one-car households likely comprise the approximately 27.9% of Borough households that represent people living alone. See Table 22, Available Vehicles by Household.

TABLE 22. AVAILABLE VEHICLES BY HOUSEHOLD, 2019		
Vehicles	Count	Percent
None	264	6.4%
One	1,890	46.1%
Two	1,207	29.5%
Three +	735	17.9%
Total	***4,096***	***100%***
Source: 2015-2019 American Community Survey 5-Year Estimate		

The most common commuting destination for employed residents of Little Ferry is New York City (15.7%), followed by workers commuting to neighboring Hackensack (5.8%). Table 23,

Top Ten Commuting Destinations for Little Ferry Employed Residents below, provides more detail.

TABLE 23. TOP TEN COMMUTING DESTINATIONS FOR LITTLE FERRY EMPLOYED RESIDENTS, 2019

Destination	Jobs	Percent
New York City (all boroughs)	913	15.7%
Hackensack	334	5.8%
Little Ferry	253	4.4%
Jersey City	196	3.4%
Newark	157	2.7%
Paramus	148	2.5%
Secaucus	148	2.5%
Moonachie	122	2.1%
Carlstadt	113	1.9%
Teaneck	93	1.6%
All Other Locations	3,330	57.3%
Total	**5,807**	***100%***

Source: U.S. Census Bureau, Center for Economic Studies, OnTheMap Application, 2019 Work Destination Analysis, http://onthemap.ces.census.gov

Population and Employment Projections

The North Jersey Transportation Planning Authority (NJTPA), the Metropolitan Planning Organization that covers Little Ferry as well as the remainder of Bergen County, has recently published population and employment projections for the year 2050. NJTPA projects that the Borough's population will increase by 12.8%, a lower rate than the county's projected population increase of 17.0%, and the number of jobs available in the Borough will increase by 16.9%, a higher rate than the county's projected 14.7%, between 2015 and 2050. Table 24, Population, Household and Employment Projections, provides more information.

TABLE 24. POPULATION, HOUSEHOLD, AND EMPLOYMENT PROJECTIONS, 2015 – 2050

	Borough of Little Ferry			Bergen County		
	2015	2050	% Change	2015	2050	% Change
Population	10,737	12,114	12.8%	926,330	1,083,869	17.0%
Household	4,235	4,723	11.5%	339,063	395,182	16.6%
Employment	2,828	3,305	16.9%	421,284	483,298	14.7%

Sources: NJTPA 2050 Demographic Forecasts prepared September 13, 2021.

The Fair Housing Act requires that housing plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). Annual building permit issuance for residential construction in Little Ferry during the 20 years 2002 through 2021 averaged 4.0 units. When the average 1.3 demolition permits per year that have been issued between 2002 and 2021 are factored in, the average net new units per year is 2.7.

Assuming the 2002-2021 rate remains relatively constant, Little Ferry could see approximately 27 new housing units between 2022 and 2031. It is expected that Little Ferry will grow a very modest amount, since most remaining developable lots are developed or redeveloped. Table 25, Housing Projections to 2031, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future. When the 517 total approved and proposed new units discussed in this plan are included, the total by 2031 could be 544 new units.

TABLE 25. HOUSING PROJECTIONS TO 2031

Year	Building Permits Issued	Demolition Permits Issued	Net New Units
2002	8	0	8
2003	2	3	-1
2004	3	4	-1
2005	4	2	2
2006	2	1	1
2007	5	3	2
2008	6	1	5
2009	3	0	3
2010	3	1	2
2011	0	0	0
2012	1	0	1
2013	1	2	-1
2014	1	1	0
2015	0	3	-3
2016	5	0	5
2017	18	1	17
2018	1	1	0
2019	6	1	5
2020	14	2	12
2021	4	0	4
Total	79	26	53
Average	**4.0**	**1.3**	**2.7**

TABLE 25. HOUSING PROJECTIONS TO 2031

Year	Building Permits Issued	Demolition Permits Issued	Net New Units

Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data, and Housing Units Authorized by Building Permits for New Construction 2000-2020.

Consideration of Lands for Affordable Housing

As part of this Plan, the Borough has considered land that is appropriate for the construction of low- and moderate-income housing. In October of 2017, a Vacant Land Analysis was prepared for Little Ferry. This analysis was used to calculate how much land existed in the Borough that could potentially be developed at a density great enough to provide affordable units. The rules governing a Vacant Land Analysis say that parcels greater than 0.87 acres in size, with no environmental constraints (*i.e.*, not in a floodplain, no contamination, etc.), if developed at a density of six units per acre or more, were assumed to be able to produce at least one affordable unit. The total of potential affordable units becomes a municipality's Realistic Development Potential, or RDP. However, in Little Ferry's case, once vacant properties that were smaller than 0.87 acres, or that were environmentally constrained enough to preclude development at a density sufficient to produce affordable units, were removed from the list of vacant properties, no properties remained that could potentially produce affordable units. Additionally, no developers or property owners came forward at the time to propose private land for affordable housing development. For these reasons, the Borough calculated its Third Round RDP to be zero units, which will be discussed further below. The Vacant Land Analysis and resulting Third Round RDP of zero units were detailed in the Settlement Agreements with FSHC and approved by the Court at the August 2022 Fairness Hearing.

LITTLE FERRY'S AFFORDABLE HOUSING OBLIGATION

Rehabilitation Obligation: 47 Units

The rehabilitation obligation can be defined as an estimate of the number of deteriorated housing units existing in the Borough of Little Ferry that are occupied by low- and moderate-income households. The Settlement Agreement with FSHC establishes Little Ferry's rehabilitation obligation as 47 units. The basis for this obligation is FSHC's July 2015 calculations, which used the most recent decennial census year, 2010, as the point in time in determining the number of deteriorated housing units.

Prior Round Obligation: 28 Units

The Prior Round obligation can be defined as the cumulative 1987 through 1999 new construction affordable housing obligation. This time period corresponds to the First and Second Rounds of affordable housing. The July 2015 calculations of Prior Round obligations adhere to the Prior Round obligations as calculated in 1993-1994, published by COAH in 2008 and upheld by the Court. The Settlement Agreement with FSHC confirms Little Ferry's Prior Round obligation as 28 units.

Third Round Obligation: 182 Units

The future demand for affordable housing includes the portion of the Third Round (1999- 2015) that has already passed, as well as a 10-year projection into the future (2015-2025). The 10-year period is derived from the Fair Housing Act that, when amended in 2001, set the projection for this length of time (*N.J.S.A.* 52:27D-310). As established by the Borough's 2019 Settlement Agreement with FSHC, Little Ferry's Third Round obligation (1999-2025) is 182 units; this represents a negotiated 30% reduction in the number calculated by FSHC in July 2015.

Vacant Land Adjustment

As noted above, a Vacant Land Adjustment is available to those municipalities, such as Little Ferry, that cannot satisfy their new construction affordable housing obligation using inclusionary development due to a lack of vacant and developable land. The adjustment process is set forth in COAH's rules and is supplemented by related case law. The result of an approved Vacant Land Adjustment is a downward adjustment of a municipality's affordable housing obligation to reflect the number of affordable units a municipality could realistically create through new inclusionary development on vacant or underutilized land, presuming a density and set-aside specified in COAH's rules. The downward-adjusted obligation is known as the Realistic Development Potential, or RDP. Requesting this adjustment does not require the municipality to zone or build on the specific parcels identified as developable; however, the municipality's housing plan must identify compliance mechanisms that can produce enough affordable units to satisfy the RDP.

The difference between the RDP and the calculated new construction obligation is referred to as the unmet need. This portion of the obligation is addressed through more passive mechanisms such as overlay zoning, by-right zoning, and/or a mandatory municipality-wide affordable housing set-aside. Unlike the RDP, the unmet need obligation does not need to be

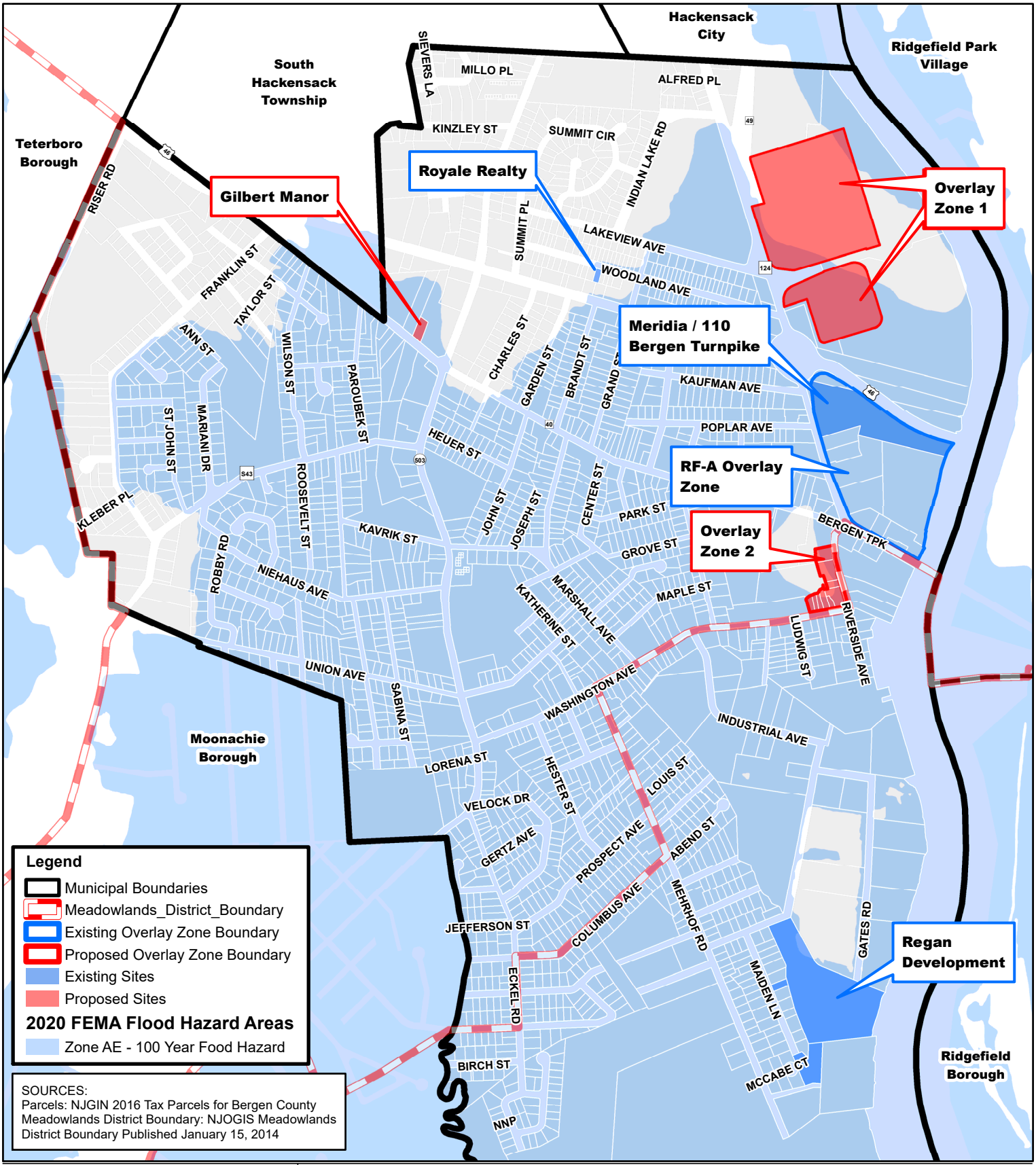
fully satisfied; instead the Borough must create adequate opportunities for future affordable housing. The adequacy of the mechanisms is part of the Court's review.

The majority of the Borough of Little Ferry consists of land environmentally constrained by wetlands and/or flood hazard area. Notwithstanding the extent of these constraints, a vacant land adjustment was performed consistent with COAH's Second Round rules at *N.J.A.C.* 5:93-4.2. In order to calculate the Borough's potential vacant land adjustment, MOD IV tax data and aerial photography were used to identify and verify vacant and municipally owned parcels. All contiguous parcels having common ownership were combined into a single "vacant site." This analysis identified 47 vacant sites in the Borough.

Once the vacant and municipally owned parcels were identified, the conditions of each lot were analyzed to determine if they should contribute toward the RDP. First, all municipally owned lands listed on the Recreational and Open Space Inventory (ROSI) were excluded from the analysis. Next, any property with less than 0.83 acres of developable land was excluded from consideration. The minimum site size was selected consistent with *N.J.A.C.* 5:93-4.2(c)2. which states that only sites which can accommodate five or more units at the assigned density are required to generate an RDP. The density utilized for the analysis was six units per acre. "Developable" land is defined as land free of environmental constraints, such as wetlands. Application of this criterion excluded all remaining vacant or municipally owned parcels.

Lastly, the Borough's land use map was reviewed for parcels devoted to a specific use that involves relatively low-density development (golf courses not owned by their members; farms in State Planning Areas 1, 2, or 3; driving ranges; nurseries; and nonconforming uses), and that would create an opportunity for affordable housing if inclusionary zoning were in place. The analysis found no properties in the Borough that are devoted to such a use.

Based on the analysis, the Borough calculated its Third Round RDP to be zero units, which will be discussed further below, and its unmet need to be 182 units. The Vacant Land Analysis, the resulting RDP of zero units, and the unmet need obligation of 182 units were all detailed in the Settlement Agreements with FSHC and approved by the Court at the August 2022 Fairness Hearing. The Vacant Land Analysis is attached to the 2022 Settlement Agreement as an appendix.



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Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

LITTLE FERRY HOUSING ELEMENT & FAIR SHARE PLAN

Affordable Housing Sites

LOCATION:
Little Ferry Borough, Bergen County, New Jersey

DATE:
November 2022

Change in Third Round RDP

Both FSHC Settlement Agreements acknowledged the possibility that one of the proposed Third Round mechanisms, Regan Development, originally intended to help defray the Borough's unmet need obligation, might move forward. In such an instance, a municipality's RDP is required to be adjusted upward to account for the newly available land for development. The presumed affordable unit yield is 20% of all units being developed.

The 2022 Settlement Agreement notes the Borough has entered into an agreement with Regan Development Corp. for the development of an 85-unit, 100% affordable project comprising 62 age-restricted units and 23 special-needs units, on Block 107, lots 2.01 and 17 and Block 106.01, lot 13.06. At a 20% set-aside, this project would contribute 17 units to the Borough's RDP. The project now has approvals and is moving forward, so the Borough's Third Round RDP must be adjusted upward from zero units to 17 units. As a result, the Borough will now need to satisfy a 17-unit Third Round RDP, and additionally to comply with all Third Round formula regulations governing minimum rental units, minimum family and family rental units, and maximum age-restricted units, none of which were applicable with a zero-unit RDP. As will be discussed in more detail below, this Plan sets forth how the Borough will fully satisfy the 17-unit Third Round RDP and all related requirements.

LITTLE FERRY'S FAIR SHARE PLAN

Satisfaction of the Rehabilitation Obligation

As previously stated, Little Ferry's rehabilitation obligation is 47 units. To satisfy this obligation, the Borough has agreed, as specified in both Settlement Agreements, to retain an experienced rehabilitation consultant to establish a municipal rehabilitation program available to both owner-occupied and renter-occupied units. Through this program it expects to rehabilitate 35 units by 2025. It will also participate in the Bergen County Home Improvement Program, which makes Community Development Block Grant funds available for rehabilitation of owner-occupied units. The Bergen County program is open to all owner-occupants who live in any Bergen County municipality, and does not require an inter-local services agreement between the County and the Borough.

All rehabilitated units will comply with *N.J.A.C.* 5:93-5.2(b), which defines a substandard unit as "a unit with health and safety code violations that require the repair or replacement of a major system." Major systems include weatherization, roofing, plumbing, heating electricity, sanitary plumbing, lead paint abatement and/or load bearing structural systems. All rehabilitated units must meet the applicable construction code. All rehabilitated units must be occupied by low- or moderate-income households and subject to 10-year affordability controls, which are placed on the property in the form of a lien or deed restriction. All rehabilitations must have a minimum average hard cost of $10,000, and administrative costs cannot exceed $2,000. The maximum allocation of hard costs for the 35 units toward which the Borough is dedicating affordable housing trust funds is $350,000, plus a total of $70,000 in administrative expenditures.

The Borough has retained the services of Triad & Associates, a qualified and experienced administrator of municipal affordable housing rehabilitation programs, to establish and administer a rehabilitation program for the Borough that will be available to both owner- and renter-occupied units. The executed agreement and authorizing resolution, and a rehabilitation program operating manual, may be found in Appendix B. Marketing of the program is set to begin in early 2023.

Satisfaction of the Prior Round Obligation

As confirmed in both FSHC Settlement Agreements, Little Ferry's Prior Round obligation (1987-1999) is 28 units. COAH permits new construction credits and bonuses addressing a First or Second Round affordable housing obligation to be used to address the Prior Round obligation.

As agreed to in the Settlement Agreements, the Borough originally proposed to satisfy its 28-unit Prior Round obligation as detailed in Table 26, which generated a one-unit surplus to carry forward into the Third Round:

TABLE 26. SATISFACTION OF THE 28-UNIT PRIOR ROUND OBLIGATION PER SETTLEMENT AGREEMENTS					
Mechanism	**Units**	**Type**	**Tenure**	**Bonuses**	**Total Credits**
Caring House Group Home Block 47.02, lot 40.05	4	Special Needs	Rental		4
Advance Housing Group Home Block 6.03, lot 9	3	Special Needs	Rental		3
Meridia/110 Bergen Turnpike Block 25, lot 2	15	Family	Rental	7	22
Total	**22**			**7**	**29**
Surplus above RDP					**1**

However, as noted above, the Regan Development project is now moving forward, generating a Third Round RDP of 17. Of that Third Round obligation, the Borough is permitted to claim five rental bonuses, and must provide 12 affordable units. As will be discussed in more detail as part of the section of this plan detailing how the Borough will satisfy its Third Round RDP, of the 12 required units, at least six must be family units and at least three must be family rental units. The Borough has two existing family rental units at the Royale Realty property, currently being credited to unmet need, and it has 17 family rental units at the Meridia project at 110 Bergen Turnpike, currently being credited to the Prior Round. Because the Borough now has a Third Round RDP, in order to satisfy the family and family rental requirements, it is necessary to move the Royale Realty units from unmet need to the Prior Round, and some of the Meridia units from the Prior Round to the Third Round. Accordingly, the Borough proposes to move 10 of the 15 Meridia units to the Third Round (leaving five for Prior Round credit), and to move nine units – the two Royale Realty units and seven Regan Development units – to the Prior Round to replace them. Doing this eliminates the Borough's Prior Round one-credit surplus.

With these changes, the Borough proposes to satisfy its 28-unit Prior Round obligation as detailed in Table 27:

TABLE 27. SATISFACTION OF THE 28-UNIT PRIOR ROUND OBLIGATION – REVISED					
Mechanism	**Units**	**Type**	**Tenure**	**Bonuses**	**Total Credits**
Caring House Group Home Block 47.02, lot 40.05	4	Special Needs/Existing	Rental		4
Advance Housing Group Home Block 6.03, lot 9	3	Special Needs/Existing	Rental		3
Royale Realty Block 13, lot 62	2	Inclusionary Family/Existing	Rental	2	4
Meridia/110 Bergen Turnpike Block 25, lot 2 (5 of 15 units)	5	Inclusionary Family/Under Construction	Rental	5	10

TABLE 27. SATISFACTION OF THE 28-UNIT PRIOR ROUND OBLIGATION – REVISED					
Mechanism	**Units**	**Type**	**Tenure**	**Bonuses**	**Total Credits**
Regan Development Corp. Block 107, lots 2.01 and 17; block 106.01, lot 13.06 (7 of 85 units)	7	100% Affordable Age-Restricted/ Under Construction	Rental		7
Total	**21**			**7**	**28**
Surplus above RDP					**0**

The status of each compliance mechanism is set forth below.

CARING HOUSE ALTERNATIVE LIVING FACILITY; 4 BEDROOMS

The Borough is seeking credit for four bedrooms in the Caring House group home (credit is by the bedroom for special-needs facilities of this type), located at 118 Niehaus Avenue, Block 47.02, Lot 40.05. The property first came into service as a group home in June 2012. The group home survey and license may be found in Appendix C.

ADVANCE HOUSING ALTERNATIVE LIVING FACILITY; 3 BEDROOMS

The Borough is seeking credit for three bedrooms in the Advance Housing group home, located at 1 East Gate, Block 6.03, Lot 9. The property was donated to Advance Housing in 2000, received financing through HUD in 2002, first came into service as a group home in July 2004, and has 40-year use restrictions expiring in 2042. Rents are subsidized through HUD's Section 811 program. The HUD financing documents and the facility's group home survey and current license may be found in Appendix D.

ROYALE REALTY – INCLUSIONARY FAMILY RENTAL; 2 UNITS AND 2 BONUSES

The Borough permitted development of the Royale Village site on Matt Fenton Drive with 22 market-rate units and two affordable units. The two affordable units have been constructed off-site at 129 Woodland Avenue (Block 13, lot 62). They are both moderate-income one-bedroom units, and received their certificates of occupancy in 2016. They have affordability controls of 30 years, and are administered by Triad & Associates. The certificate of occupancy and deed restriction may be found in Appendix E.

Meridia – Inclusionary Family Rental; 5 of 15 Units and 5 Bonuses

As discussed above, in 2009 the Borough adopted the RF Riverfront Inclusionary Overlay Ordinance, which permitted larger-scale development along the riverfront with a mandatory mixed-use component and an affordable housing set-aside. The ordinance was challenged, and the Borough indicated it was interested in amending it both to address the challenges and because it was in negotiations with 110 Bergen Turnpike LLC about building a hotel and affordable housing on the site. The Court permitted the Borough to repeal the ordinance, and in 2012 the Borough adopted a revised RF-A ordinance that would enable the 110 Bergen Turnpike project.

In 2010 the Borough entered into a Settlement Agreement with Meridia Development Corp., the parent company of 110 Bergen Turnpike LLC, now known as Meridia Little Ferry 110 Urban Renewal LLC, that requires at least 15 affordable units to be constructed on-site (Block 25, lot 2) as part of the project. The project received Borough Planning Board approval on June 17, 2020 for 294 total units, of which 15 are to be affordable a 5.1% set-aside. (Note that while the RF-A ordinance requires a 15% affordable housing set-aside if the affordable units are rentals, this set-aside was negotiated separately as part of the Settlement Agreement with 110 Bergen Turnpike LLC.) Half of the units will carry a preference for homeless or disabled veterans as permitted under *N.J.S.A.* 52:27D-311.j. The project is currently under construction. The affordable units are proposed to have the following income-bedroom distribution, and Meridia will retain the services of either the Borough's Administrative Agent or an Administrative Agent acceptable to the Borough for administration of the units.

TABLE 28. MERIDIA OVERALL INCOME-BEDROOM DISTRIBUTION

	Very Low-Income	Low-Income	Moderate-Income	Total
1BR		2	1	**3**
2BR	1	3	5	**9**
3BR	1	1	1	**3**
Total	**2**	**6**	**7**	**15**

The units that contribute to satisfaction of the Prior Round are as follows:

TABLE 29. MERIDIA PRIOR ROUND INCOME-BEDROOM DISTRIBUTION

	Very Low-Income	Low-Income	Moderate-Income	Total
1BR				
2BR		3		**3**
3BR		1	1	**2**
Total		**4**	**1**	**5**

The Settlement Agreement, Planning and Zoning Board approvals, and executed redeveloper's agreement and developer's agreement may be found in Appendix F.

Regan Development 100% Affordable Age-Restricted and Special Needs; 7 Age-Restricted of 85 Units

In 2019, Regan Development Corp. submitted an application to the NJSEA for a zoning certificate for a new 100% affordable residential development on Block 107, lots 2.01 and 17 and Block 106.01, lot 13.06. The project comprises 62 age-restricted units and 23 non-age-restricted special-needs bedrooms. The project received an NJSEA zoning certificate in January 2020 and a tax credit award in 2021, and is now under construction. When completed, the project will have the following income-bedroom distribution:

TABLE 30. REGAN DEVELOPMENT OVERALL INCOME-BEDROOM DISTRIBUTION

	Very Low-Income	Low-Income	Moderate-Income	Total
1BR	12 special-needs	23	29	**64**
2BR	11 special-needs	6	4	**21**
Total	**23**	**29**	**33**	**85**

Because one two-bedroom special-needs unit will be occupied by unrelated individuals, the Borough is entitled to claim both bedrooms for credit since credit for these types of units is by the bedroom, for a total of 23 special-needs units. Should additional two-bedroom special-needs units be occupied by unrelated individuals, the Borough reserves the right also to claim those units by the bedroom for additional credit.

The Borough is seeking credit for seven moderate-income age-restricted units from this project toward Prior Round compliance.

All units will be administered by Regan's in-house Administrative Agent, which administers affordable units at Regan's other properties in New Jersey.

The zoning certificate and HMFA financing documents for the project may be found in Appendix G.

Prior Round Formulas for Rental, Rental Bonuses and Senior Units

The Borough is required to adhere to the following formula obligations for the Prior Round:

Minimum Rental = **7 units**
.25 (Prior Round obligation – 20% cap – 1,000-unit cap) =
.25 (28 – 0 – 0) = .25 (28) = 7 units.

Maximum Rental Bonus = **7 units**
No more than the minimum rental obligation = 7 units

Maximum Senior Units = **7 Units**
.25 (Prior Round obligation) = .25 (28) = 7 units

The Borough satisfies these obligations by providing all 21 affordable units in the Prior Round as rental units, above the minimum required, including seven age-restricted units from the

Regan development, the maximum permitted. It is claiming seven rental bonuses, the maximum permitted.

Low-Moderate-Income Split; Family Unit Income-Bedroom Distribution

The Borough is required to provide at least 50% of all Prior Round units as low-income units, and satisfies that requirement as follows:

TABLE 31. PRIOR ROUND LOW-MODERATE INCOME SPLIT

	Low-Income	Moderate-Income
Caring House Group Home	4	
Advance Housing Group Home	3	
Royale Realty		2
Meridia	4	1
Regan Age-Restricted		7
Total	**11**	**10**

The Borough is required to ensure that all family units conform to the following bedroom distribution within each income level:

- No more than 20% may be efficiencies/one-bedroom units;
- At least 30% must be two-bedroom units;
- At least 20% must be three-bedroom units.

As can be seen from Table 32, including the two moderate-income one-bedroom units from the Royale Realty development and five family units from the Meridia development, the Borough has too many one-bedroom units in the Prior Round. However, as will be discussed in the section on Third Round compliance and can be seen in Table 36 as part of that discussion, the Borough is in overall compliance with the family unit bedroom distribution across both rounds.

TABLE 32. PRIOR ROUND FAMILY UNIT INCOME-BEDROOM DISTRIBUTION

	Very Low-Income	Low-Income	Moderate-Income	Total	Percent of Total
1BR			2	**2**	**28.6%**
2BR		3		**3**	**42.9%**
3BR		1	1	**2**	**28.6%**
Total		**4**	**3**	**7**	

Satisfaction of the Third Round Realistic Development Potential

As noted above, the Borough originally had a Third Round RDP of zero units. The 2022 FSHC Settlement Agreement stipulated that, if the proposed Regan Development project moved forward, it would generate a Third Round RDP of 17, which the Borough would need to satisfy in compliance with all applicable regulations. Since the Regan Development project is moving forward, the Borough now has a Third Round RDP of 17, which it proposes to satisfy as follows:

TABLE 33. SATISFACTION OF THE 17-UNIT THIRD ROUND RDP

Mechanism	Units	Type	Tenure	Bonuses	Total Credits
Meridia/110 Bergen Turnpike Block 25, lot 2 (8 of 15 units)	8	Inclusionary Family/Under Construction	Rental	5	13
Regan Development Corp. Block 107, lots 2.01 and 17; block 106.01, lot 13.06 (4 of 85 units)	4	100% Affordable Age-Restricted/ Under Construction	Rental		4
Total	**12**			**5**	**17**

The status of each compliance mechanism is detailed below.

MERIDIA – INCLUSIONARY FAMILY RENTAL; 8 OF 15 UNITS

Please see the full discussion of this project under Prior Round compliance. The units that will contribute to the Borough's satisfaction of its Third Round RDP are as follows:

TABLE 34. MERIDIA THIRD ROUND RDP INCOME-BEDROOM DISTRIBUTION

	Very Low-Income	Low-Income	Moderate-Income	Total
1BR		1		**1**
2BR	1		4	**5**
3BR	1		1	**2**
Total	**2**	**1**	**5**	**8**

REGAN DEVELOPMENT – 100% AFFORDABLE AGE-RESTRICTED AND SPECIAL NEEDS; 4 AGE-RESTRICTED OF 85 UNITS

Please see the full discussion of this project under Prior Round compliance. The Borough will claim three low-income age-restricted units and one moderate-income age-restricted unit toward its Third Round RDP.

Third Round Formulas for Rental, Family Rental, Family, Rental Bonuses and Senior Units

The Borough is required to adhere to the following formula obligations for the Third Round:

Minimum Rental = **5 units**
.25 (Third Round RDP) = .25 (17) = 4.25 units, round up to 5 units.
Minimum Family Rental = **3 units**
.5 (minimum rental obligation) = .5 (5) = 2.5 units, round up to 3 units
Minimum Family = **6 units**
.5 (all Third Round units) = .5 (12) = 6 units
Maximum Rental Bonus = **5 units**
No more than the minimum rental obligation = 5 units
Maximum Senior Units = **4 Units**
.25 (Third Round RDP) = .25 (17) = 4.25 units, round down to 4 units

The Borough satisfies these obligations by providing 12 rental units, eight of which are family rentals, thus exceeding the minimum family rental and minimum family unit requirements; and four age-restricted units, the maximum permitted. It is claiming five rental bonuses, the maximum permitted.

Third Round and Overall Family Unit Income-Bedroom Distribution

The Borough is required to provide family units according to the following income and bedroom distribution requirements:

- At least 13% of all family units within each bedroom distribution must be affordable to very low-income households earning 30% or less of regional median income;
- At least 50% of all family units within each bedroom distribution must be affordable to low-income households earning 50% or less of regional median income;
- No more than 20% of units may be one-bedroom units;
- At least 30% of units must be two-bedroom units;
- At least 20% of units must be three-bedroom units.

As noted above, the Prior Round has a shortage of three-bedroom units. As Table 36 shows, when both rounds are considered together, there are a sufficient number of larger family units to bring the Borough into compliance with the bedroom distribution requirements and to offset the excess of one-bedroom units assigned to the Prior Round.

However, for both the Third Round RDP and across both rounds, the Borough has too many moderate-income family units. To address this affordability level imbalance, the Borough will allocate funds in its Spending Plan to subsidize the creation of additional low- and very low-income family units in developments that may produce affordable units as a result of the Borough's inclusionary affordable housing overlay ordinances or its mandatory affordable

housing set-aside ordinance, which are discussed in the section below on satisfaction of the Borough's unmet need.

TABLE 35. THIRD ROUND RDP FAMILY UNIT INCOME-BEDROOM DISTRIBUTION					
	Very Low-Income	Low-Income	Moderate-Income	Total	Percent of Total
1BR		1		1	12.5%
2BR	1		4	5	62.5%
3BR	1		1	2	25.0%
Total	2	1	5	8	

TABLE 36. FAMILY UNIT INCOME-BEDROOM DISTRIBUTION – BOTH ROUNDS					
	Very Low-Income	Low-Income	Moderate-Income	Total	Percent of Total
1BR		1	2	3	20.0%
2BR	1	3	4	8	53.3%
3BR	1	1	2	4	26.7%
Total	2	5	8	15	

The Borough is required to provide at least 50% of all units satisfying its Third Round RDP as low-income units, including at least 13% of all affordable units as very low-income units. The Borough satisfies that requirement as follows:

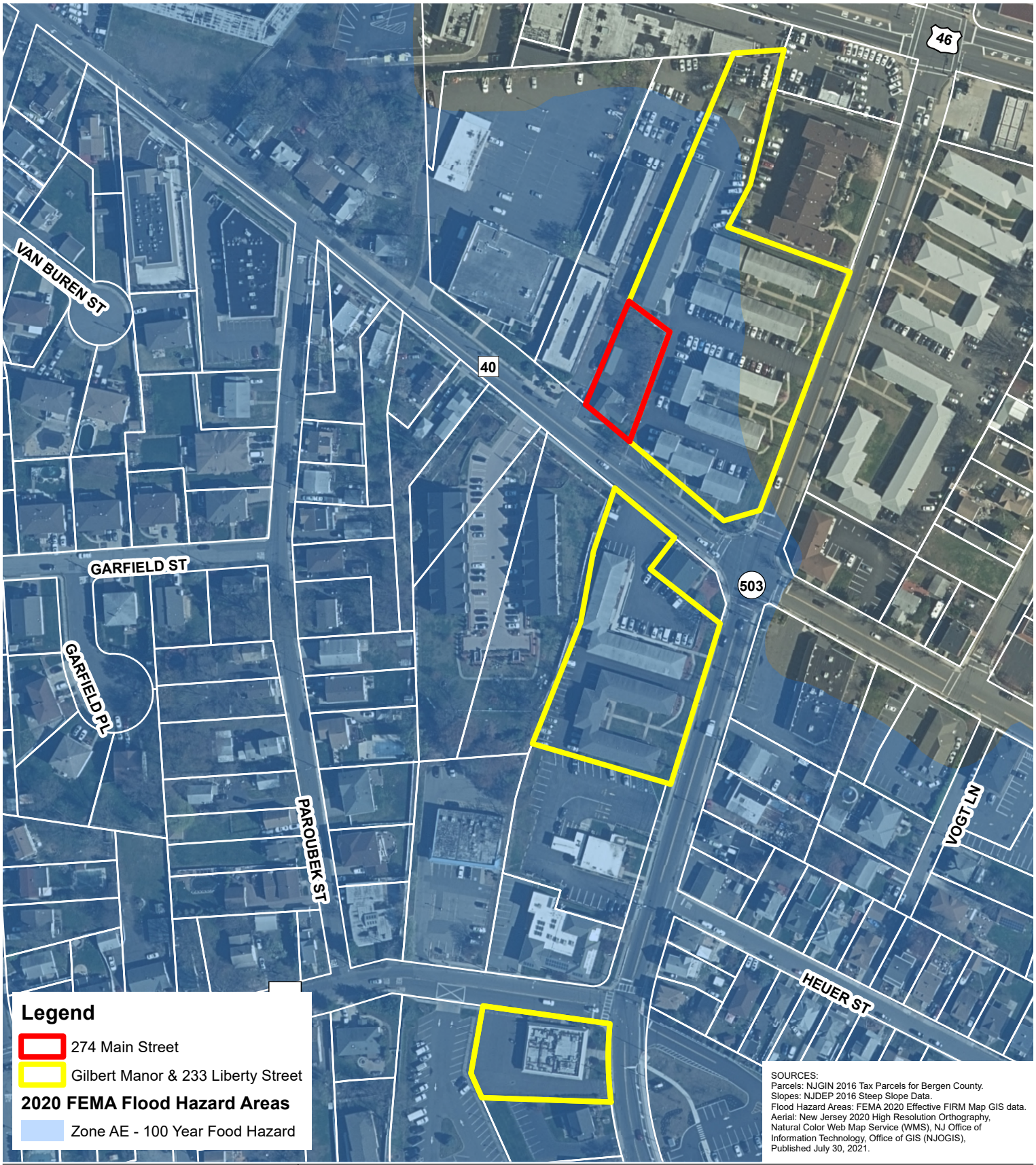
TABLE 37. THIRD ROUND RDP LOW-MODERATE INCOME SPLIT			
	Very Low-Income	Low-Income	Moderate-Income
Meridia	2	1	5
Regan Age-Restricted		3	1
Total	2	4	6

Satisfaction of the Third Round Unmet Need

Because the Borough's Third Round RDP has now increased from zero units to 17 units, its Third Round unmet need is reduced accordingly from 182 units to 165 units. The Borough has agreed to address a portion of its 165-unit Third Round unmet need via the following mechanisms:

TABLE 38. SATISFACTION OF THE 165-UNIT THIRD ROUND UNMET NEED					
Mechanism	**Units**	**Type**	**Tenure**	**Bonuses**	**Total Credits**
Meridia/110 Bergen Turnpike Block 25, lot 2 (2 of 15 units)	2	Inclusionary Family/Under Construction	Rental	2	4
Regan Development Corp. Block 107, lots 2.01 and 17; block 106.01, lot 13.06 (20 of 85 units; 31 units to future round)	20	100% Affordable Age-Restricted/ Under Construction	Rental		20
Regan Development Corp. Block 107, lots 2.01 and 17; block 106.01, lot 13.06 (23 of 85 units; incr from 22 stipulated on Form 10 b/c one 2br unit to be occupied by unrelated individuals)	23	100% Affordable Special-Needs/ Under Construction	Rental	23	46
Gilbert Manor/Nuckel Block 14, lot 10	21	Inclusionary Age-Restricted/ Proposed	Rental		21
RF-A Riverfront Overlay Zone	TBD	Inclusionary Overlay Zoning			
Overlay Zone 1	TBD	Inclusionary Overlay Zoning			
Overlay Zone 2	TBD	Inclusionary Overlay Zoning			
Mandatory Set-Aside	TBD				
Total	**66**			**25**	**91**

The status of each compliance mechanism is set forth below.



SOURCES:
Parcels: NJGIN 2016 Tax Parcels for Bergen County.
Slopes: NJDEP 2016 Steep Slope Data.
Flood Hazard Areas: FEMA 2020 Effective FIRM Map GIS data.
Aerial: New Jersey 2020 High Resolution Orthography, Natural Color Web Map Service (WMS), NJ Office of Information Technology, Office of GIS (NJOGIS), Published July 30, 2021.

0 50 100 200 Feet

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

LITTLE FERRY HOUSING ELEMENT & FAIR SHARE PLAN

Nuckel & Gilbert Manor Properties

LOCATION:
Borough of Little Ferry, Bergen County, New Jersey

DATE:
November 2022

MERIDIA – INCLUSIONARY FAMILY RENTAL; 2 OF 15 UNITS PLUS 2 RENTAL BONUSES

Please see the full discussion of this project under Prior Round compliance. The Borough will claim one low-income one-bedroom unit and one moderate-income one-bedroom unit, plus two associated rental bonuses, toward satisfaction of its Third Round unmet need.

REGAN DEVELOPMENT – 100% AFFORDABLE AGE-RESTRICTED AND SPECIAL NEEDS; 20 AGE-RESTRICTED AND 23 SPECIAL-NEEDS OF 85 UNITS PLUS 23 RENTAL BONUSES

Please see the full discussion of this project under Prior Round compliance. The Borough will claim 20 age-restricted units and 23 special-needs bedrooms in 22 units, plus 23 associated rental bonuses, toward satisfaction of its Third Round unmet need.

GILBERT MANOR – 21 INCLUSIONARY AGE-RESTRICTED RENTALS

Gilbert Manor LLC owns, and its principal, Donald Nuckel, owns, various properties in the Borough. In June of 2020, Gilbert Manor LLC filed an objection to the Borough's 2019 Settlement Agreement with FSHC, claiming that certain of Gilbert Manor's and Mr. Nuckel's properties should have been included in the Borough's Vacant Land Analysis as potentially redevelopable properties. In the objection, Gilbert Manor expressed an intention to redevelop his properties, including providing an affordable housing component, and sought to have the proposed affordable units included in the Borough's Third Round compliance plan. Through subsequent negotiations, the parties reached a settlement, memorialized in an agreement fully executed on May 26, 2022 (the Nuckel Settlement Agreement), that permitted Gilbert Manor to redevelop certain of its garden apartment properties (Block 14, lot 9 and Block 38. lot 25.01) and certain other of Mr. Nuckel's properties with a maximum of 246 total units. Of those, 108 would be market-rate apartments replacing the existing units on the garden apartment sites, 95 would be additional new market-rate units on those sites, and 22 would be new market-rate units on a property at 233 Liberty Street (Block 49, lot 14), owned by Mr. Nuckel. In addition, a property at 274 Main Street (Block 14, lot 10), now owned by Gilbert Manor II LLC, would be redeveloped with 21 affordable age-restricted units, a 15.2% affordable housing set-aside (note the FSHC Settlement Agreement erroneously says 16%, which was corrected on the record at the Fairness Hearing). The Nuckel Settlement Agreement was approved by the Court at a Fairness Hearing on August 16, 2022, and may be found in Appendix A.

The Nuckel Settlement Agreement requires that, by spring of 2023, the Borough must take all necessary actions either to rezone or to designate as an Area in Need of Redevelopment the Gilbert Manor and Gilbert Manor II sites. Accordingly, by Resolution no. 292, adopted September 13, 2022, the Borough has directed its Planning and Zoning Board to undertake a study to determine whether the sites meet the criteria for an Area in Need of Redevelopment, and the Board will make an appropriate recommendation to the Borough Council based on its findings. Should the sites be so designated, the Borough will adopt a Redevelopment Plan that will permit the contemplated development as of right. Should the sites not be so designated,

the Borough will take steps to rezone the sites by the stipulated deadline to permit the contemplated development. The adopted resolution directing the Planning Board to study whether the properties meet the criteria for an Area in Need of Redevelopment may be found in Appendix H.

COAH's Second Round rules at *N.J.A.C.* 5:93-5.6 require a site designated for inclusionary development to be available, suitable, developable, and approvable as defined in *N.J.A.C.* 5:93-1.3. For the proposed affordable development at 274 Main Street, these requirements are addressed as follows:

- Available Site: Gilbert Manor II LLC is the owner of the 274 Main Street lot. Gilbert Manor or its principal, Mr. Nuckel, owns the remaining lots.

- Suitable Site: The site is suitable as defined in COAH's regulations at *N.J.A.C.* 5:93-1.3, which indicates that a suitable site is one in which it is adjacent to compatible uses, has access to appropriate streets and is consistent with environmental policies in *N.J.A.C.* 5:93-4.
    - *The site is adjacent to compatible land uses and has access to appropriate streets.* The 274 Main Street lot is approximately a quarter-acre in size, and is currently in the Borough's R-M Multi-Family Residential Zone. There is a 1.5-story building, currently used as a professional office, and a detached garage on the site, both of which will be removed to make way for the proposed development. The property fronts on Main Street to the south and has a driveway/service road running along both its western and eastern boundaries. To the east and behind the property to the north and on a separate lot across Main Street to the south are the Gilbert Manor apartments, which sit on a total of approximately 3.6 acres, to the west is another two-story apartment building, and a block to the north is U.S. Highway 46, a major east-west thoroughfare. Directly across the street from the 274 Main Street property are the Royale Village apartments, and there is an office building on the southwest corner of Main Street and Liberty Street, next to that portion of the Gilbert Manor apartment complex.

      The 233 Liberty Street lot, which is not contiguous with the other lots, is a block farther south along Liberty Street, across Redneck Avenue. That lot, on which stands a vacant one-story office building, is zoned BN Neighborhood Business, and is surrounded by other small-scale professional and commercial uses. Across Redneck Avenue to the north is the municipal library.

      There are bus stops on the eastbound and westbound sides of Main Street between the property and Liberty Street to the east, served by buses for NJ Transit route 161, which runs between the New York Port Authority Bus Terminal and the city of Paterson, and NJ Transit route 772, which runs between the American Dream mall in the Meadowlands and Bergen Community College in Paramus. The contemplated development across all sites represents a gross density of approximately 64 units per acre, which increase in density the Borough believes is

sufficient compensatory benefit to create a reasonable opportunity for the provision of low- and moderate-income housing.

- *The site can be developed in accordance with Residential Site Improvement Standards (RSIS).* Development of the sites will be consistent with RSIS, *N.J.A.C.* 5:21-1 *et seq*.

- *The site is located in a Smart Growth Planning Area*. The 2001 Adopted State Plan Map designated all lots as being in Planning Area 1, the Metropolitan Planning Area. The intention of the Metropolitan Planning Area is to provide for much of the state's future redevelopment and to revitalize cities and towns, and is the preferred location for affordable housing development.

- *The development is not within the jurisdiction of a regional planning agency or CAFRA*. The lots are located outside of the Pinelands, CAFRA, Highlands, or Meadowlands.

- *The site will comply with all applicable environmental regulations*. There are no wetlands or Category One streams on the sites. All lots are at least partially within a FEMA-designated AE special flood hazard area, and the development will comply with all applicable regulations for construction in a flood hazard area.

- *The site will not affect any historic or architecturally important sites and districts*. There are no historic or architecturally important sites or buildings on the lots or in the immediate vicinity that will impede the development of the affordable units.

- Developable Site: In accordance with *N.J.A.C.* 5:93-1.3, a developable site has access to appropriate sewer and water infrastructure and is consistent with the area-wide water quality management plan. All lots are within the Borough's sewer service area, and water and sewer service are currently provided to the existing buildings on the sites.

- Approvable Site: Pursuant to *N.J.A.C.* 5:93-1.3, an approvable site is one that may be developed for low- and moderate-income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. The Borough will, through rezoning or redevelopment, facilitate the development of a total of 246 residential units, 108 of which will be replacements for the existing Gilbert Manor units and 138 of which will be new, including 21 affordable age-restricted rental units on the 274 Main Street lot, representing an affordable-housing set-aside of 15.2% of all proposed new units.

The Borough and Gilbert Manor II will enter into a development or redevelopment agreement for the sites that will require, among other things, that the affordable units be administered consistent with UHAC, the Fair Housing Act, and all applicable laws and regulations, including that at least 50% of the affordable units, or 11 units, be affordable to low-income occupants (*i.e.*, those earning 50% or less of regional median income). Of those 11 units, the Nuckel Settlement Agreement requires that two units be very low-income units, affordable to residents earning 30% or less of regional median income. The remaining 10 of the 21

affordable units may be moderate-income units. A deed restriction of at least 30 years will be placed on the units, the units will be affirmatively marketed throughout Little Ferry's housing region, and Gilbert Manor II will be required to retain at its expense the services of a qualified and experienced administrative agent acceptable to the Borough to administer the units.

RF-A RIVERFRONT INCLUSIONARY OVERLAY ZONE

As noted above, in 2012 the Borough adopted the RF-A River Front overlay zone, covering approximately 13 acres to the south of Route 46 and east of Bergen Turnpike. This overlay zone permits a minimum residential density of 25 units per acre up to a maximum of 60 units per acre, which would allow for development of up to 780 units. An affordable housing set-aside of 20% of all units is required if the units will be for sale, and 15% of all units if the units will be for rent. (This zone includes the Meridia property at Block 25, Lot 2, discussed above, which is not subject to the set-aside provisions of the ordinance but rather is subject to the terms of a separate settlement agreement.) The adopted ordinance may be found in Appendix F.

INCLUSIONARY OVERLAY ZONE 1

The Borough will adopt an inclusionary overlay zoning district on the current H Mart and Rodeway Inn/Capri Inn sites to the north of Route 46 and east of Bergen Turnpike (Block 5.01, lots 2 and 3). Similar to the RF-A Riverfront Inclusionary Overlay Zone, Inclusionary Overlay Zone 1 will permit residential development at a minimum of 25 units per acre up to 60 units per acre to accommodate potential affordable housing development. The gross area of the zone is approximately 22.36 acres, which would allow for development of up to 201 affordable units if the units were rentals, and up to 268 affordable units if they were for-sale units.

The lots are currently zoned Highway and Regional Business (BH). They are accessible from Bergen Turnpike to the west, and are surrounded to the north, east and southeast by low-rise garden apartments and to the south by a small neighborhood amenity shopping area. Across Bergen Turnpike to the southwest is a residential neighborhood along Woodland Avenue and Lakeview Avenue. The lots are within State Planning Area 1, the Metropolitan Planning Area, where redevelopment and revitalization of cities and towns are prioritized and where development of affordable housing is encouraged. There is no known environmental contamination on either of the lots. The lots are within the City's sewer service area, and within Veolia's public water service area. Most of lot 3, which is the Rodeway Inn/Capri Inn lot, and the west-southwest portion of lot 2, which is the parking lot for the H Mart, are within a FEMA AE special flood hazard area.

The ordinance may be found in Appendix I.



Legend

Overlay Zone 1 Boundary

2020 FEMA Flood Hazard Areas

Zone AE - 100 Year Food Hazard

SOURCES:
Parcels: NJGIN 2016 Tax Parcels for Bergen County.
Flood Hazard Areas: FEMA 2020 Effective FIRM Map GIS data.
Aerial: New Jersey 2020 High Resolution Orthography, Natural Color Web Map Service (WMS), NJ Office of Information Technology, Office of GIS (NJOGIS), Published July 30, 2021.

0 50 100 200 Feet

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

LITTLE FERRY HOUSING ELEMENT & FAIR SHARE PLAN

Overlay Zone 1

LOCATION:
Borough of Little Ferry, Bergen County, New Jersey

DATE:
November 2022



Legend

Overlay Zone 2 Boundary

2020 FEMA Flood Hazard Areas

Zone AE - 100 Year Food Hazard

SOURCES:
Parcels: NJGIN 2016 Tax Parcels for Bergen County.
Slopes: NJDEP 2016 Steep Slope Data.
Flood Hazard Areas: FEMA 2020 Effective FIRM Map GIS data.
Aerial: New Jersey 2020 High Resolution Orthography, Natural Color Web Map Service (WMS), NJ Office of Information Technology, Office of GIS (NJOGIS), Published July 30, 2021.

0 37.5 75 150 Feet

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

LITTLE FERRY HOUSING ELEMENT & FAIR SHARE PLAN

Overlay Zone 2

LOCATION:
Borough of Little Ferry, Bergen County, New Jersey

DATE:
November 2022

INCLUSIONARY OVERLAY ZONE 2

The 2022 Settlement Agreement requires the Borough to adopt an inclusionary overlay zoning district on the following blocks and lots at the eastern edge of the Borough, immediately south of the existing RF-A Zone:

- Block 44, lots 1.02, 2, 4, 10, 11, 12, 13, 14, and 23
- Block 45, lots 8, 11, 13, and 14.

The zone straddles North Washington Street and extends westward along the north side of Washington Street, both of which streets provide adequate street access. To the east of the zone is the Hackensack River, to the north are low-rise commercial and industrial uses including a marble and tile fabricator, an auto repair shop, a small strip mall, a self-storage facility and a seaplane terminal. To the west is land owned by the Borough, including Willow Lake, that is used for open space and recreation, and to the south across Washington Avenue are single-family homes.

All the lots in Block 45, on the east side of North Washington Street, are within the planning jurisdiction of the NJSEA, and are zoned PR Planned Residential, which is intended to accommodate high-density residential development that includes a mix of housing types, up to a maximum density of 25 units per acre.

In 2008 the Meadowlands Commission adopted its *Interim Policies Governing Affordable Housing Development in the Meadowlands District* (revised most recently in 2011). These policies provide requirements and procedures by which a municipality with lands under Meadowlands Commission (now NJSEA) jurisdiction could secure increases in residential density limits on those lands in order to accommodate affordable housing that was part of an approved Housing Element and Fair Share Plan or Court-approved Settlement Agreement. The Borough was prepared to secure such a density increase via these policies; however, in 2021 the authority received a special exception use application (the NJSEA equivalent of a use variance application) for construction of a house of worship and related uses on all of the lots in the NJSEA portion of the proposed overlay zone (along with one additional lot). In March 2022, the authority granted the special exception use; a copy of the adopted resolution may be found in Appendix I. The NJSEA anticipates an application for a zoning certificate for the project in late 2022.

Since the lots in Block 45 are no longer available for the development of affordable housing, the Borough will apply the provisions of the overlay zone only to the lots in Block 44, which are under Borough zoning jurisdiction.

All but two of the lots in Block 44 are currently zoned RB One- and Two-Family Residential, and are occupied by single-family or two-family homes and by a catering facility on a corner lot that is permanently closed. Lots 1.02 and 23 are zoned IG General Industrial and are occupied by photo engraving and metalwork businesses.

Similar to the RF-A Riverfront Inclusionary Overlay Zone, Inclusionary Overlay Zone 2 will permit residential development at a minimum of 25 units per acre up to 60 units per acre to accommodate potential affordable housing development.

The gross area of the lots in Block 44 that are included in the zone is slightly more than 1.3 acres, which would allow for development of as many as five affordable units if the units were rentals, and up to seven affordable units if they were for-sale units.

The lots are within State Planning Area 1, the Metropolitan Planning Area, where redevelopment and revitalization of cities and towns are prioritized and where development of affordable housing is encouraged. They are within the City's sewer service area, and within Veolia's public water service area. All of the zone except the western edge is in a FEMA AE special flood hazard area.

The ordinance may be found in Appendix I.

MANDATORY SET-ASIDE ORDINANCE

The Borough will adopt an ordinance requiring a mandatory affordable housing set aside for all new single-family attached and multifamily residential developments of 15 units or more. Rental developments will be required to implement a 15% set aside and for-sale developments will be required to implement a 20% set aside. The provisions of the ordinance will not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The provisions will be adopted as part of an updated Affordable Housing Ordinance.

ADMINISTRATION AND AFFIRMATIVE MARKETING

The Borough previously adopted an Affordable Housing Ordinance as Article 1300 of its Land Use Regulations. The ordinance includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance with the Fair Housing Act and the Uniform Housing Affordability Controls regulations (UHAC) at *N.J.A.C.* 5:80-26.1 *et seq*.

The Borough will repeal and replace the ordinance, to add the mandatory set-aside provision and bring the ordinance into compliance with recent court rulings. The updated ordinance may be found in Appendix J.

The Borough previously adopted an ordinance establishing the position of Municipal Housing Liaison and enumerating the duties of the position. On April 14, 2009, the Borough adopted Resolution no. 131, which may be found in Appendix K, appointing Borough Clerk Barbara Maldonado as its Municipal Housing Liaison. Ms. Maldonado continues in that role today. The Borough has retained Triad & Associates, a qualified and experienced Administrative Agent, to administer its affordable housing programs, including its municipal Rehabilitation program. The authorizing resolution and executed agreement may be found in Appendix B.

In 2009 the Borough adopted by resolution an affirmative marketing plan for all affordable units in the Borough, and it will adopt by resolution an updated affirmative marketing plan to include all newly added affordable units included in its compliance plan. The affirmative marketing plan is a regional plan designed to attract to the affordable units located in the Borough buyers 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. The affirmative marketing plan is intended to target those potentially eligible households who are least likely to apply for affordable units and who reside in the Borough's housing region, Region 1, consisting of Bergen, Hudson, Passaic, and Sussex counties. This plan must be adhered to by all private, nonprofit, and municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit. The Borough's updated Affirmative Marketing Plan may be found in Appendix L.

SPENDING PLAN

The Borough previously adopted a Development Fee Ordinance, as Article 1500 of its Land Use Regulations. The Borough will amend that ordinance to reflect current regulations and Court oversight. The updated ordinance may be found in Appendix J.

Pursuant to the requirements of the Development Fee Ordinance, the Borough previously established an affordable housing trust fund into which it has deposited development fees. In 2011 the Borough adopted a Spending Plan for its trust funds, and in 2012 it asked the Court to forward the Spending Plan to COAH for approval. COAH took no action on the Spending Plan.

As required by the 2022 FSHC Settlement Agreement, the Borough has drafted an updated Spending Plan for its affordable housing trust funds. The updated Spending Plan allocates funds to the Borough's Rehabilitation program, to a rental affordability assistance program, and to subsidize development of additional low- and very low-income units that are produced pursuant to the requirements of any of the Borough's inclusionary overlay zones or its mandatory set-aside requirements. The Spending Plan and Affordability Assistance Operating Manual may be found in Appendix M.

COST GENERATION

The Borough of Little Ferry's Land Use Regulations have been reviewed to eliminate unnecessary cost generating standards and to provide for expedited review of development applications containing affordable housing. Such expedition may consist of, but is not limited to, scheduling of pre-application conferences and special public hearings. Development applications containing affordable housing will be reviewed for consistency with the Land Use Regulations, Residential Site Improvement Standards (*N.J.A.C.* 5:21-1 *et seq.*) and the mandate of the FHA regarding unnecessary cost-generating features. Little Ferry will comply with the COAH regulations governing unnecessary cost-generating requirements at *N.J.A.C.* 5:93-10.1, procedures for development applications containing affordable housing at *N.J.A.C.* 5:93-10.4, and requirements for special studies and escrow accounts where an application contains affordable housing, *N.J.A.C.* 5:93-10.3.

2022

Appendices to the Third Round Housing Element and Fair Share Plan

Borough of Little Ferry, Bergen County, New Jersey

A.

Settlement Agreement with Fair Share Housing Center

Settlement Agreement with Gilbert Manor

Fairness Order

BOROUGH OF LITTLE FERRY
DATE: MARCH 8, 2022

RESOLUTION NO. 132

	Motion By	Second By	Aye	Nay	Absent	Abstain	No Vote
Anzalone			X				
Lange		X	X				
Lanum			X				
Muller					X		
Sarlo			X				
Steinhilber	X		X				
Raguseo (Tie Only)							
Vote Total			5	0	1	0	0

BM

RE: Authorization regarding Execution of Fair Share Housing Amended Settlement Agreement and Settlement Agreement between the Borough and Donald Nuckel and Gilbert Manor, LLC

WHEREAS, on or about July 8, 2015, the Borough filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Little Ferry, Docket No. BER-L-6380-15 in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related relief (hereinafter "DJ Action"); and

WHEREAS, on or about June 11, 2019, the Borough entered into an agreement with the Fair Share Housing Center (hereinafter "FSHC") for the purposes of obtaining judicial confirmation in the DJ Action that its proposed affordable housing compliance plan properly addressed the Borough's constitutional obligation to provide its fair share of

the regional need for low and moderate cost housing (hereinafter the "FSHC Settlement"); and

WHEREAS, on June 30, 2020, prior to a Fairness Hearing in connection with the Fair Share Housing Center settlement, Gilbert Manor filed a written objection to the FSHC Settlement; and

WHEREAS, the Borough and Gilbert Manor have engaged in settlement discussions and those discussions have culminated in a proposed Settlement Agreement; and

WHEREAS, as a result of the proposed Settlement Agreement with Gilbert Manor, LLC, the Fair Share Housing Center Settlement Agreement is required to be amended to incorporate in ¶7 (e) the Donald Nuckel and Gilbert Manor Settlement Agreement; and

WHEREAS, the Mayor and Council of the Borough of Little Ferry deem it in the best interest of the Borough to execute both the Fair Share Housing Center Amended Settlement Agreement and the Settlement Agreement reached with Donald Nuckel and Gilbert Manor, LLC; and

WHEREAS, the execution of both the Fair Share Housing Center Amended Settlement Agreement and the proposed Settlement Agreement reached with Donald Nuckel and Gilbert Manor, LLC will be signed once approved by the Borough Attorney;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Little Ferry that the Borough is hereby authorized and directed to execute both the Fair Share Housing Center Amended Settlement Agreement and the Settlement Agreement reached with Donald Nuckel and Gilbert Manor, LLC subject to Borough Attorney Approval.

ATTEST:

Barbara Maldonado,
Borough Clerk

Mauro Raguseo, Mayor

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Mayor and Council at a meeting held on Tuesday, March 8, 2022.

Barbara Maldonado, Borough Clerk

FAIR SHARE
HOUSING CENTER

Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.
Rachel N. Lokken, Esq.
Ashley Lee, Esq.
Zoey S. Chenitz, Esq.

August 2, 2022

Anthony S. Bocchi, Esquire
Cullen and Dykman, LLP
433 Hackensack Avenue
Hackensack, NJ 07601

Re: In the Matter of the Borough of Little Ferry, County of Bergen, Docket No. BER-L-6380-15

Dear Mr. Bocchi:

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

Background

Little Ferry Borough filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Borough and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.*, for the Prior Round (1987-1999) and Third Round (1999-2025).

2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round Obligation instead of doing so through plenary adjudication of the Third Round Obligation.

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

Rehabilitation Share (per Kinsey Report[1])	47
Prior Round Obligation (pursuant to N.J.A.C. 5:93)[2]	28
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	182

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period present need for new construction to address the affordable housing needs of households formed from 1999-2015, a need that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Prospective Need, which is a measure of the affordable housing need anticipated to be generated between July 1, 2015 and June 30, 2025.

5. The Borough's efforts to meet its Rehabilitation Share include the following: The Borough plans to partner with an experienced rehabilitation consultant. The rehabilitation program shall be established during the compliance phase as a part of the Borough's Housing Element and Fair Share Plan and shall include a rehabilitation program available for rentals.

6. As noted above, the Borough has a Prior Round (new construction) Obligation of 28 units, which is addressed in the April 26, 2012 Judgment of Compliance and Repose entered by Hon. Alexander H. Carver, III, J.S.C which is attached here as Exhibit A. That order included the following compliance mechanisms:
    a. Group Home located at Block 47.02 Lot 40.05 – 4 bedrooms/credits
    b. Group Home located at Block 6.03 Lot 9 - 3 bedrooms/credits
    c. 110 Bergen Turnpike Settlement Agreement (Block 25 Lot 2) – the Borough has entered into an agreement with Meridian Development Corp. that will require at least 15 affordable housing units to be constructed on-site. The Borough will provide this agreement and all crediting information within 60 days of the court's approval of this agreement.
    d. Rental Bonus credits – the Borough is entitled to 7 rental bonus credits.

7. As noted above, the Borough has a Third Round (new construction) obligation of 182 units. To address its Third Round obligation, Little Ferry Borough has a realistic development potential (RDP) of 0 units, as calculated in Exhibit B.

    The RDP of 0, subtracted from the agreed upon Third Round Obligation of 182 units, results in an Unmet Need of 182 units, which shall be addressed through the following mechanisms, as more fully described in Exhibit C to this Agreement:

    a) Prior Round Surplus credit – 1 additional unit from addressing Prior Round
    b) Royale Realty -The Borough permitted development of the Royale Realty site with 22 market rate units and 2 affordable housing units which have been constructed off-site at 129 Woodland Avenue. These affordable housing units are completed and the Borough will provide all crediting information during the compliance phase of this litigation.

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

[2] Prior Round Obligation of 28 units established by Judgment of Compliance and Repose entered on April 26, 2012.

c) RF-A Riverfront Inclusionary Overlay Zone – the Borough currently has overlay zoning in place over approximately 13 acres to the south of Rt. 46 and east of Bergen Turnpike. This overlay zone permits a minimum residential density of 25 du/a and maximum residential density of 60 du/a. This zone also includes the property at Block 25 Lot 2 that is the subject of the 2012 settlement agreement and judgment of repose.

d) Overlay zoning over the following sites/areas Refer to Exhibit C of the Proposed Overlay Zoning Districts:
   i. Overlay Zone 1: Highway and Regional Business (BH) zone sites to the north of Route 46 (H-Mart and Rodeway Inn) - the Borough shall adopt overlay zoning permitting density similar to the RF-A zoning district of a minimum of 25 du/a and a maximum of 60 du/a.
   ii. Overlay Zone 2: As shown in Exhibit C includes properties on Washington Street and Riverside Drive the Borough shall adopt overlay zoning permitting density similar to the RF-A zoning district of a minimum of 25 du/a and a maximum of 60 du/a.

e) Nuckel and Gilbert Manor Settlement Agreement – the Borough has entered into a settlement agreement with Donald Nuckel and Gilbert Manor, LLC for the development of several properties in the Borough.
   i. Those following properties which are currently developed are included in the agreement:
      1. Gilbert Manor (Block 14, Lot 9 & Block 38 Lot 25.01)
      2. 233 Liberty Street (Block 49 Lot 14)
      3. 274 Main Street (Block 14 Lot 10)
   ii. Pursuant to the settlement agreement between Nuckel and the Borough these properties will be developed with a total of 246 residential units. Gilbert Manor is currently developed with 108 existing garden-style apartments, thus there will be 138 additional units constructed on these properties.
   iii. Nuckel/Gilbert Manor has agreed to set-aside 16% of the additional 138 units for a total of 21 affordable housing units.

f) Regan Development Corp. – the Borough has entered into an agreement with Regan Development Corporation for the development of a property located on the Borough's tax maps as Block 107 Lots 2.01 and 17, and Block 106.01 Lot 13.06. The proposed development will include 85 total units including 65 age-restricted affordable rental units and 20 supportive housing units. This property was analyzed by the parties for inclusion in the Borough's vacant land analysis, but has been excluded because much of the site is in the Special Flood Hazard Area and thus does not generate any RDP at this time. In the event that Regan Development Corp. is successful at financing and constructing this development, the site will then generate realistic development potential (RDP) of 17 units. In the event that this site does develop and generate RDP the Borough shall be entitled to address that RDP utilizing existing credits, new credits created on this site, and any relevant bonus credits, consistent with Paragraph 10 of this agreement. In the event that the property is not developed the site shall not generate any RDP consistent with Paragraph 8 of this agreement.

g) Mandatory Set-aside Ordinance -The Borough shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily and single-family attached residential developments of fifteen (15) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of

dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough.

8. The Borough's RDP with the exception of the provisions in Paragraph 7(f) shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance under Fair Share Housing Center v. Cherry Hill, 173 N.J. 393 (2002) ("Cherry Hill") and, if such a change in circumstance occurs with the RDP, the Borough shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 2, 2025.

9. The Borough agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

    a. The Borough shall require that 13% of all affordable housing units constructed at the 110 Bergen Turnpike site shall be made available the very low income households.

    b. The Borough shall require that 13% of all affordable housing units constructed pursuant to the overlay zoning in Paragraph 7(c) and (d) shall be made available to very low income households.

    c. The Borough shall require that 13% of all affordable housing units constructed pursuant to the mandatory set-aside ordinance in Paragraph 7(g) shall be made available to very low income households.

    d. The Borough shall require that 13% of all affordable housing units constructed pursuant to the proposed developments in Paragraph 7(e) and (f) shall be made available to very low income households.

10. The Borough shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:

    a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

    b. At least 50 percent of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.

    c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.

    d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.

    e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for

age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

11. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Bergen County Urban League, Bergen County Housing Coalition, and Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units in Wyckoff, along with copies of application forms. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.*, or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in rental projects shall be required to be at 30 percent of median income, and in conformance with all other applicable law. The Borough, as part of its HEFSP, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
    a. Regional income limits shall be established for the Housing Region in which the Borough is located (in this case, Housing Region 1) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
    b. The income limits attached hereto as Exhibit C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2021, and shall be utilized until the Borough updates the income

limits after HUD has published revised determinations of median income for the next fiscal year.

c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement, the terms of which shall also be reflected in the Borough's Affordable Housing Ordinance.

13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

14. As an essential term of this Agreement, within one hundred twenty (120) days of the Court's approval of this Agreement, the Borough shall introduce an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and shall adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

15. The parties agree that if a decision of a court of competent jurisdiction in Bergen County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round Obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms set forth herein to address unmet need; and otherwise fulfilling fully the fair share obligations as established in this Agreement. The reduction of the Borough's Third Round Obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Third Round Obligation, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. The Borough shall prepare a Spending Plan within the period referenced above, subject to review by FSHC and the approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute a "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment in this matter that includes approval of the Spending Plan in accordance with the provisions of In re Tp. Of Monroe, 442 N.J.

Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the Court's approval of the Spending Plan, and on every anniversary of that date thereafter through July 1, 2025, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

17. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

18. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:
    a. For the midpoint realistic opportunity review, due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
    b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

20. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div.

1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

21. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of $4,000.00 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.

22. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by

counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

31. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

32. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

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

TO FSHC:

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

TO THE BOROUGH:

Anthony Bocchi, Esquire
Cullen and Dykman, LLP
433 Hackensack Avenue
Hackensack, New Jersey 07601
Phone: 201-488-1300
Email: abocchi@cullenanddykman.com

WITH A COPY TO THE MUNICIPAL CLERK:

Barbara Maldonado
215-217 Liberty St.
Little Ferry, NJ 07643
Phone: (201) 641-9234 ext. 654
Email: b-maldonado@littleferrynj.org

Please sign below if these terms are acceptable.

Sincerely,

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

On behalf of the Borough of Little Ferry, with the authorization of the governing body:

Mayor D. Rapuano

Dated: 8/9/22

EXHIBIT A: APRIL 26, 2012 JUDGMENT OF COMPLIANCE AND REPOSE

STICKEL, KOENIG & SULLIVAN
571 Pompton Avenue
Cedar Grove, New Jersey 07009
(973) 239-8800
(973) 239-0369 Facsimile
sksjaw@aol.com
Special Master

FILED
APR 26 2012
ALEXANDER H. CARVER, III
J.S.C.

DONALD NUCKEL, an individual and NORTH VILLAGE I, LLC, NORTH VILLAGE II, LLC, GILBERT MANOR, LLC, all limited liability corporations organized under the laws of the State of New Jersey,

Plaintiffs,

v.

THE BOROUGH OF LITTLE FERRY and THE PLANNING BOARD OF THE BOROUGH OF LITTLE FERRY

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - BERGEN COUNTY

DOCKET NO. BER-L-717-06

Civil Action

(Mt. Laurel II)

JUDGMENT OF COMPLIANCE AND REPOSE

THIS MATTER having been presented to the Court at a Compliance Hearing on May 20, 2011, in the presence of Hutt & Shimanowitz (Ronald L. Shimanowitz, Esq., appearing), and Joseph A. Ferriero, Esq., attorneys for the Plaintiffs; Joseph G. Monaghan, Esq., attorney for the Defendant Borough of Little Ferry; Giblin & Giblin, P.C. (Michael A. Gannaio, Esq., appearing), attorneys for the Defendant Planning Board of the Borough of Little Ferry; and in the presence of Archer & Greiner, P.C. (Andrew T. Fede, Esq., appearing), attorneys for 110 Bergen Turnpike, LLC; and in the presence of Stuart R. Koenig, Esq., Special Master; and the Court having reviewed the various documents and testimony submitted by the parties, and having heard the arguments of counsel; and the Court having issued a written Opinion in the matter on February 10, 2012; and for good cause shown;

IT IS on this 26 day of APRIL, 2012, **ADJUDGED** as follows:

1. This Court does hereby establish the rehabilitation obligation of the Borough of Little Ferry to be 42 affordable units, and the new construction prior round (or second round) obligation of the municipality to be 28 affordable units. The determinations are consistent with the regulations adopted by the Council on Affordable Housing and affirmed by the Appellate Division of the Superior Court of New Jersey on October 8, 2010. This Court makes no determination with reference to any third round affordable housing obligation, as the third round regulations of the Council on Affordable Housing were invalidated by the aforesaid decision.

2. The Housing Element and Fair Share Plan adopted by the Defendant Planning Board on April 20, 2011, and endorsed by the Mayor and Council of the Defendant municipality on May 3, 2011, and related documents, are in compliance with the municipal affordable housing obligation for what is known as the second round obligation calculated by the Council on Affordable Housing, which includes the prior round obligation and the rehabilitation obligation.

3. This Court does hereby approve the following documents: The Development Fee Ordinance, Ordinance No. 1257-16-18, adopted November 10, 2008; the Affordable Housing Ordinance, Ordinance No. 1278-10-09, adopted April 14, 2009; the Affirmative Marketing Plan, adopted by Resolution No. 112 on April 14, 2009; the Administrative Agency Agreement, adopted by the Defendant Little Ferry by Resolution No. 303 on December 2, 2008, and adopted by the Housing Authority of Bergen County by Resolution No. 2008-96 on November 25, 2008; a draft River Front Overlay Zoning Ordinance, revised January 2011, and a settlement agreement with 110 Bergen Turnpike, LLC, introduced as Exhibit DL-15 in evidence at the Compliance Hearing.

4. The Defendant municipality is entitled to 6 credits against the rehabilitation obligation, representing units that have been rehabilitated by the Bergen County Division of Community Development, and the Court approves the 36 unit rehabilitation program administered by the County. In the event the Bergen County Division of Community Development ceases to provide rehabilitation services, the municipality shall be required to find a substitute administrator for the program. Likewise, if the Housing Authority of Bergen County ceases to provide administrative agency duties, the Defendant municipality shall find a substitute to provide those services.

5. Approval of the rehabilitation program shall be on condition that the qualifying units shall be open to units which are both owned and leased by low and moderate income households. In this regard, the Court has been made aware that the County program only funds rehabilitation for rental units. The municipality shall provide funding for rehabilitation of ownership units from the Municipal Affordable Housing Trust Fund.

6. The Defendant municipality is entitled to 7 group home rental unit credits toward its prior round obligation, based upon existing development on Lot 40.05, Block 47.02 (PSCH-New Jersey, Inc.), and Lot 9, Block 6.03 (Advance Housing, Inc). The 7 group home units shall also serve to satisfy the 25% rental obligation.

7. The River Front Overlay Zoning Ordinance, and the agreement with 110 Bergen Turnpike, LLC, entitles the Defendant municipality to 21 credits against the prior round affordable housing obligation, based upon the commitment to build those units. The Defendant municipality shall require the construction of such affordable housing units when construction occurs on Lot 2, Block 25, currently owned by 110 Bergen Turnpike, LLC. The requirement for

such construction shall remain in effect until some future compliance plan is approved which modifies the need to construct those units, or until the further Order of the Court.

8. The agreement with 110 Bergen Turnpike, LLC, shall be recorded of record by the municipality in order to assure that subsequent owners are aware of the obligation to provide affordable housing. The Court makes no determination on any third round obligation, as it remains uncertain at this time, and the complaint filed by the municipality seeking a declaratory judgment with reference to compliance with the third round affordable housing obligation is dismissed, without prejudice.

9. The Defendants shall adopt the River Front Overlay Zoning Ordinance, and any other unadopted documents which are part of the compliance documents, within 45 days. In adopting the River Front Overlay Zoning Ordinance, the municipality may, but is not required to, revise the language to provide that the mandatory market rate housing units need not be provided if the developer enters into an agreement to provide the affordable units that would otherwise be required based upon the mandatory residential component in the ordinance.

10. A Judgment of Compliance and Repose is hereby entered in favor of the Defendants upon adoption of the River Front Overlay Zoning Ordinance, which period of repose shall run until the deadline for the filing of any third round compliance plan upon resolution of such obligation either by adoption of new regulations, passage of legislation, or as directed by any Supreme Court decision.

11. The Special Master shall continue to be retained to monitor and assist the municipality in completing the necessary adoptions, and to review and approve a phasing schedule, at the time of site plan review, for the affordable units to be constructed pursuant to the agreement with 110 Bergen Turnpike, LLC, and the River Front Overlay Zoning Ordinance.

12. Upon adoption of the ordinance, and any other required documents, the Special Master shall provide copies of the compliance documents to the Council on Affordable Housing, or its replacement entity, together with a copy of this Judgment.

13. Review and approval of the Spending Plan, and future monitoring of compliance, is transferred to COAH, or its successor, upon submission of the compliance documents to the Agency by the Special Master.

14. Any remaining claims of Plaintiffs are hereby dismissed, including the claim that there was a violation of the Open Public Meetings Act in connection with the meeting of the Mayor and Council held on May 3, 2011.

15. The Judgment in this matter is final.

ALEXANDER H. CARVER, III, J.S.C.

__X__ Opposed

_____ Unopposed

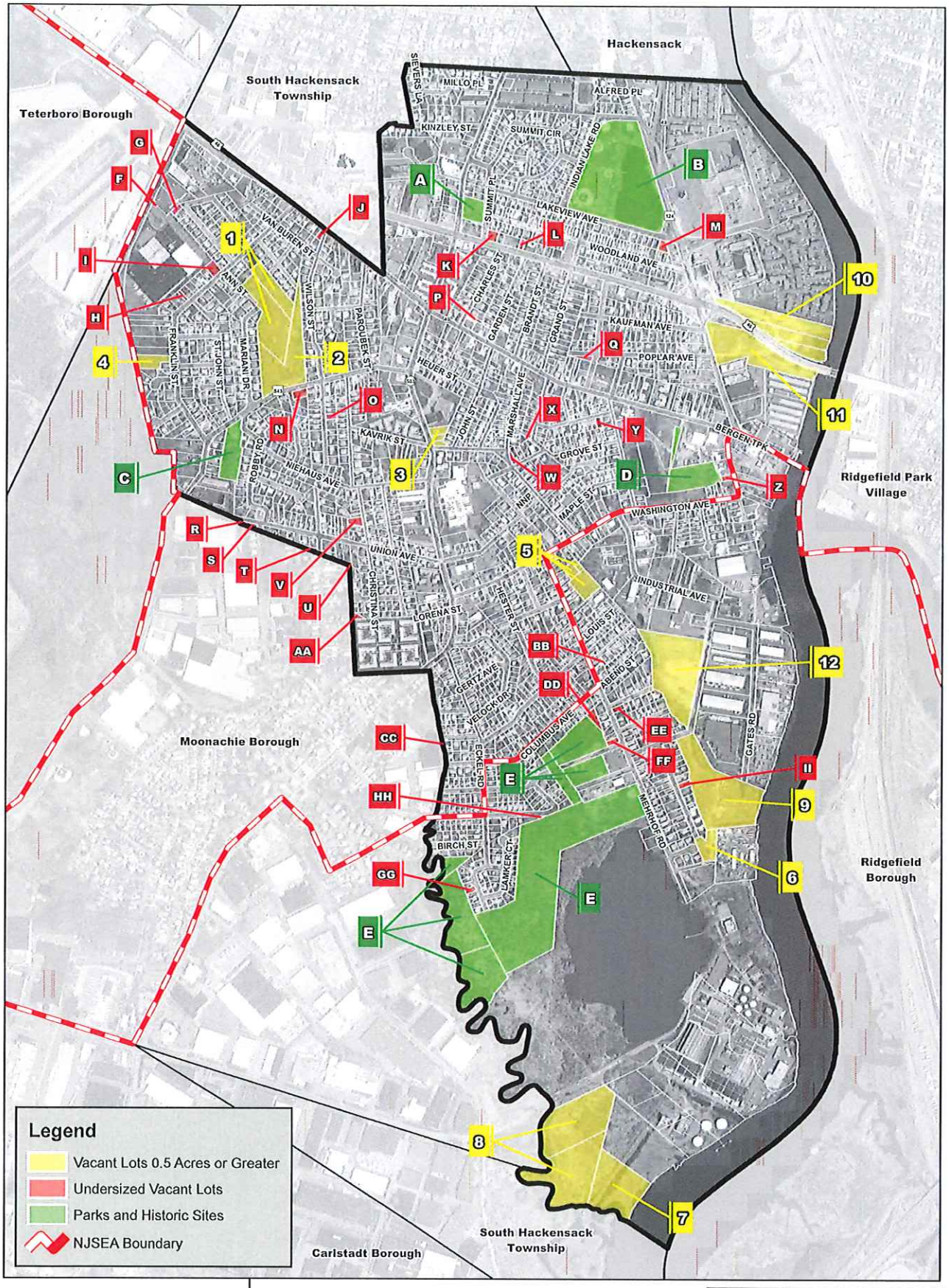
EXHIBIT B: VACANT LAND ANALYSIS

Little Ferry Borough
Vacant Land Analysis

SITE#	BLOCK	LOT	PROPERTY CLASS	ADDRESS	OWNER	TOTAL ACRES	CONSTRAINED ACRES	DEVELOPABLE ACRES	RDP	COMMENTS
Private Vacant Land with 0.5 Acres or More										
1	32	12.02	1	178 FRANKLIN ST REAR	BARES RAYMOND C/O LIBERTY BELL	1.58	1.28	0.3	0	ENTIRELY CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA; APPROVED FOR 16-UNIT SUBDIVISION
	32	15	1	ANN ST	BARES, RAYMOND C/O LIBERTY BELL	3.9	3.85	0.05	0	
2	36.03	10	15C	100 REDNECK AVE	BOROUGH OF LITTLE FERRY	4.7	4.7	0	0	ENTIRELY CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA
3	50	23.01	1	180 LIBERTY ST	WILLIAMSTOWNE MANOR II LLC	0.13	0.13	0	0	ENTIRELY CONSTRAINED BY THE SPECIAL FLOOD HAZARD AREA
	50	24	1	182 LIBERTY ST	WILLIAMSTOWNE MANOR III LLC	0.15	0.15	0		
	50	25	1	190 LIBERTY ST	WILLIAMSTOWNE MANOR IV LLC	0.29	0.29	0		
4	70	3.02	1	67 FRANKLIN ST	OSMANI, PERPARIM	0.38	0.38	0	0	CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA; ISOLATED SINGLE FAMILY IN NEIGHBORHOOD
5	82	17	1	WASHINGTON AVE - REAR HM	SCIENTIFIC DESIGN CO.,INC.	0.3	0.3	0	0	WITHIN THE SPECIAL FLOOD HAZARD AREA; NO ACCESS TO PUBLIC R.O.W.
	82	19	1	WASHINGTON AVE HM	BARES, RAYMOND C/O LIBERTY BELL	0.35	0.35	0		WITHIN THE SPECIAL FLOOD HAZARD AREA; NO ACCESS TO PUBLIC R.O.W.
	82	20	4B	MEHRHOF RD HM	SCIENTIFIC DESIGN,CO.,INC.	1.03	1.03	0		WITHIN THE SPECIAL FLOOD HAZARD AREA; NO ACCESS TO PUBLIC R.O.W.
6	106.00	3.06	1	MEHRHOF RD HM	TT&C HOLDING CO, LLC	1.01	1.01	0	0	WITHIN THE SPECIAL FLOOD HAZARD AREA; ACCESSED BY PRIVATE R.O.W.; APPROX TWO-THIRDS OF PARCEL IS DEDICATED BCUA EASEMENT
7	106.01	1	15C	FT OF MEHRHOF RD HM	BERGEN COUNTY SEWER AUTH	5.17	5.17	0	0	CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA; BCUA HAS STATED IT HAS NO INTENTION OF PUBLIC ACCESS TO THIS PARCEL FOR SECURITY REASONS; CONTAINS PUMP STATION
8	106.01	2	15C	MEHRHOF RD HM	BOROUGH OF LITTLE FERRY	6.67	6.67	0	0	CONSTRAINED BY WETLANDS AND SPECIAL FLOOD HAZARD AREA;BCUA HAS STATED IT HAS NO INTENTION OF PUBLIC ACCESS TO THIS PARCEL FOR SECURITY REASONS; NO ACCESS TO PUBLIC R.O.W;
8	106.01	3	15C	MEHRHOF RD HM	BOROUGH OF LITTLE FERRY	6.51	6.51	0	0	
9	107	2.01	1	INDUSTRIAL AVE HM	UNI REALTY LLC	8.19	5.99	2.2	0	SPECIAL FLOOD HAZARD AREA; UNSUITABLE LOCATION FOR MULTI-FAMILY RESIDENTIAL DUE TO PROXIMITY TO INDUSTRIAL DEVELOPMENT; ACCESS CONSTRAINED BY CREEK, BCUA ACCESS EASEMENT, BCUA OUTFLOW EASEMENT
10	5.01	10	NO DATA			0.06	0.06	0	0	WITHIN SPECIAL FLOOD HAZARD AREA; POSSIBLE BRIDGE CONSTRUCTION STAGING AREA
	5.01	8				2.05	2.01	0.06		
	5.01	9				1.69	1.63	0.06		
11	25	2	4B	110 BERGEN TURNPIKE	110 BERGEN TPKE LLC % SUNG HO CHOI	5.28	5.22	0.05	0	WITHIN SPECIAL FLOOD HAZARD AREA; PART OF PRIOR ROUND AFFORDABLE HOUSING SITE (RF-A INCLUSIONARY OVERLAY ZONE)
12	108.06	3	4B	145 INDUSTRIAL AVE	GATES REALTY CORP.	7.39	7.29	0.1	0	WITHIN SPECIAL FLOOD HAZARD AREA; UNSUITABLE LOCATION FOR MULTI-FAMILY RESIDENTIAL DUE TO PROXIMITY TO INDUSTRIAL DEVELOPMENT
								TOTAL RDP	0	
Undersized Lots and Preserved Open Space										
A	9	12	15E	BERGEN	LITTLE FERRY BORO	0.97	0	0.97	0	GETHSEMANE CEMETERY (HISTORIC SITE)
B	6.04	1	15C	BERGEN TURNPIKE	BOROUGH OF LITTLE FERRY	14.69	8.31	6.38	0	PRESERVED OPEN SPACE (INCLUDING ROSI)
C	46	8	15C	141 REDNECK AVE	BOROUGH OF LITTLE FERRY	2.04	1.84	0.2	0	PRESERVED OPEN SPACE (INCLUDING ROSI)
D	44	8.01	15C	WILLOW LAKE PARK	BOROUGH OF LITTLE FERRY	2.77	2.77	0	0	PRESERVED OPEN SPACE (INCLUDING ROSI)
E	92	16.01	15C	ROSE & CRESENTS ST HM	BOROUGH OF LITTLE FERRY	0.76	0.76	0	0	PRESERVED OPEN SPACE (INCLUDING ROSI)
	106.01	13.05	15C	ECKEL RD HM	BOROUGH OF LITTLE FERRY	4.91	4.91	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
	106.01	13.07	15C	MEHRHOF RD HM	BOROUGH OF LITTLE FERRY	4.33	4.33	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
	105.02	11.02	15C	15 BIRCH ST HM	BOROUGH OF LITTLE FERRY	21.62	20.07	1.55		PRESERVED OPEN SPACE (INCLUDING ROSI)
	106.01	12	15C	ECKEL ROAD HM	BOROUGH OF LITTLE FERRY	1.75	1.75	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
	91	3.02	15C	CRESENT ST HM	BOROUGH OF LITTLE FERRY	3.15	3.15	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
	92	1	15C	ROSE ST HM	BOROUGH OF LITTLE FERRY	1.33	1.33	0		PRESERVED OPEN SPACE (INCLUDING ROSI)
F	71.01	15	15C	200 RISER ROAD	BOROUGH OF LITTLE FERRY	0.01	0.01	0	0	UNDERSIZED
G	71.01	14	15C	21 MONNETT ST	BOROUGH OF LITTLE FERRY	0.12	0.12	0	0	UNDERSIZED
H	70	1	15C	119 FRANKLIN ST	BOROUGH OF LITTLE FERRY	0.08	0.08	0	0	UNDERSIZED
I	71.01	10.05	1	149 FRANKLIN ST.	GIULIANO, EUGENE, JR.& PERRY	0.29	0.29	0	0	UNDERSIZED
J	27	1	1	345 MAIN ST	BARES RAYMOND C/O LIBERTY BELL	0.11	0.11	0	0	UNDERSIZED
K	15	18	1	250 RT 46 W	BUDIN, RICHARD	0.23	0	0.23	0	UNDERSIZED
L	13	25	1	230 RT 46 WEST	230 RTE 46 WEST,LITTLE FERRY LLC	0.09	0	0.09	0	UNDERSIZED
M	11	75	1	9 LAKEVIEW AVE	205 BERGEN TURNPIKE LLC	0.19	0.19	0	0	UNDERSIZED
N	47.02	41.01	1	93 REDNECK AVE	SPEZIALE, ROBERT & GIOVANNA	0.24	0.24	0	0	UNDERSIZED
O	48	8	1	26 ROOSEVELT ST	KAISER (TRSTE/ETC), JEFFREY A	0.12	0.12	0	0	UNDERSIZED
P	16	11	1	10 CHARLES ST	SEMINARA, FRANK & GRACE	0.09	0.02	0.07	0	UNDERSIZED
Q	19	1	1	21 FREDERICK ST	STIKA, EUGENE & HARRIET	0.14	0.14	0	0	UNDERSIZED
R	67.02	3	15C	151 UNION AVE	BOROUGH OF LITTLE FERRY	0.04	0.04	0	0	UNDERSIZED
S	67.02	1	1	UNION AVE	LAGRASTA, MARIO JR.	0.11	0.11	0	0	UNDERSIZED
T	67.04	1.02	1	28 DANIEL ST	MEZZINA, MARIO & MARIA	0.11	0.11	0	0	UNDERSIZED
U	72	40	15C	HENRY ST	BOROUGH OF LITTLE FERRY	0.01	0.01	0	0	UNDERSIZED
V	66	16	1	26 CHRISTINA ST	SPEZIALE (ETALS), CARLO	0.23	0.23	0	0	UNDERSIZED

Little Ferry Borough
Vacant Land Analysis

SITE#	BLOCK	LOT	PROPERTY CLASS	ADDRESS	OWNER	TOTAL ACRES	CONSTRAINED ACRES	DEVELOPABLE ACRES	RDP	COMMENTS
W	41	162	15C	GROVE ST & MARSHALL	BOROUGH OF LITTLE FERRY	0.1	0.1	0	0	UNDERSIZED
X	41	53	15C	47 CENTER ST	BOROUGH OF LITTLE FERRY	0.02	0.02	0	0	UNDERSIZED
Y	53	120	1	PARK ST	SANTO, HAMILTON E & MARIA E	0.12	0.12	0	0	UNDERSIZED
Z	44	2	1	37 N WASHINGTON AVE	MARTIN JR, WALTER J.	0.11	0.11	0	0	UNDERSIZED
AA	75.01	5	1	CHRISTINA ST	BARES, RAYMOND C/O LIBERTY BELL	0.11	0.11	0	0	UNDERSIZED
BB	54	4	1	88 MEHRHOF RD HM	CAREY, RICHARD & JANE	0.04	0.04	0	0	UNDERSIZED
CC	102	16	15C	1 JEFFERSON ST	BOROUGH OF LITTLE FERRY	0.02	0.02	0	0	UNDERSIZED
DD	92	4.03	15C	121 MEHRHOF RD - REAR	BORO OF LITTLE FERRY	0.28	0.28	0	0	UNDERSIZED
EE	86	7	1	125 MEHRHOF ROAD HM	EMPIRE HOLDING CO LLC	0.13	0.13	0	0	UNDERSIZED
FF	92	3.01	15C	143 MEHRHOF RD HM	BORO OF LITTLE FERRY	0.14	0.14	0	0	UNDERSIZED
GG	106.05	17	15C	11 CHAPMAN DRIVE	BOROUGH OF LITTLE FERRY	0.11	0.11	0	0	UNDERSIZED
HH	106.01	13.08	15C	BERTOLOTTO AVE HM	BOROUGH OF LITTLE FERRY	0.03	0.03	0	0	UNDERSIZED
II	107	17	1	MAIDEN LANE	TROBIANO, ANTHONY	0.14	0.14	0	0	UNDERSIZED
								TOTAL RDP	0	



0 400 800 1,200 1,600 Ft

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

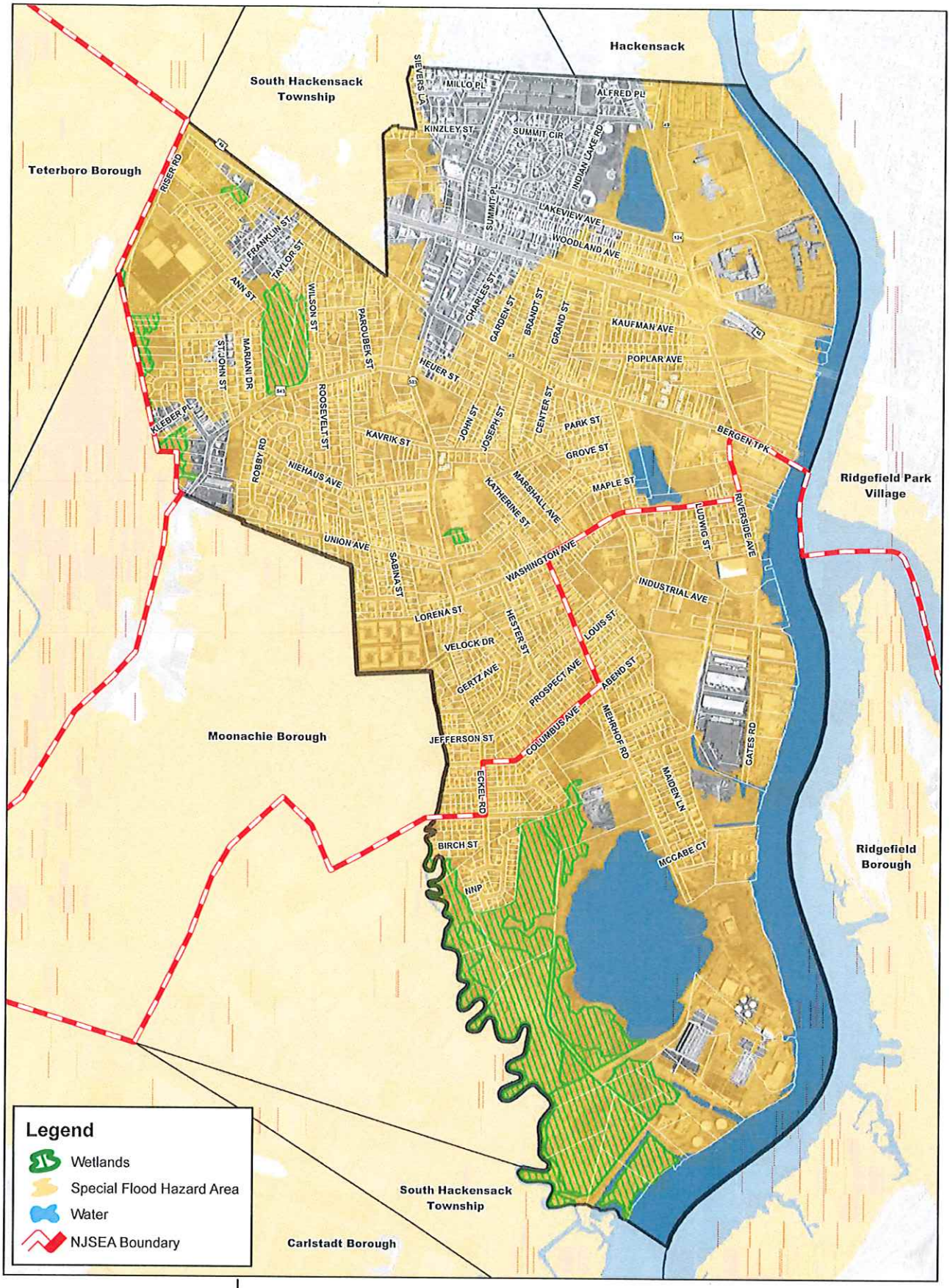
HOUSING ELEMENT & FAIR SHARE PLAN

Vacant Land Analysis

LOCATION:
Little Ferry Borough, Bergen County, NJ

DATE:
January 2017

Parcel Source: NJGIN Tax Parcels for Bergen County 2016
Aerial Source: 2015 High Resolution Orthophotography, NAD83 NJ State Plane Feet, MrSID Tiles
Published by NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS) 2016



0 400 800 1,200 1,600 Ft

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

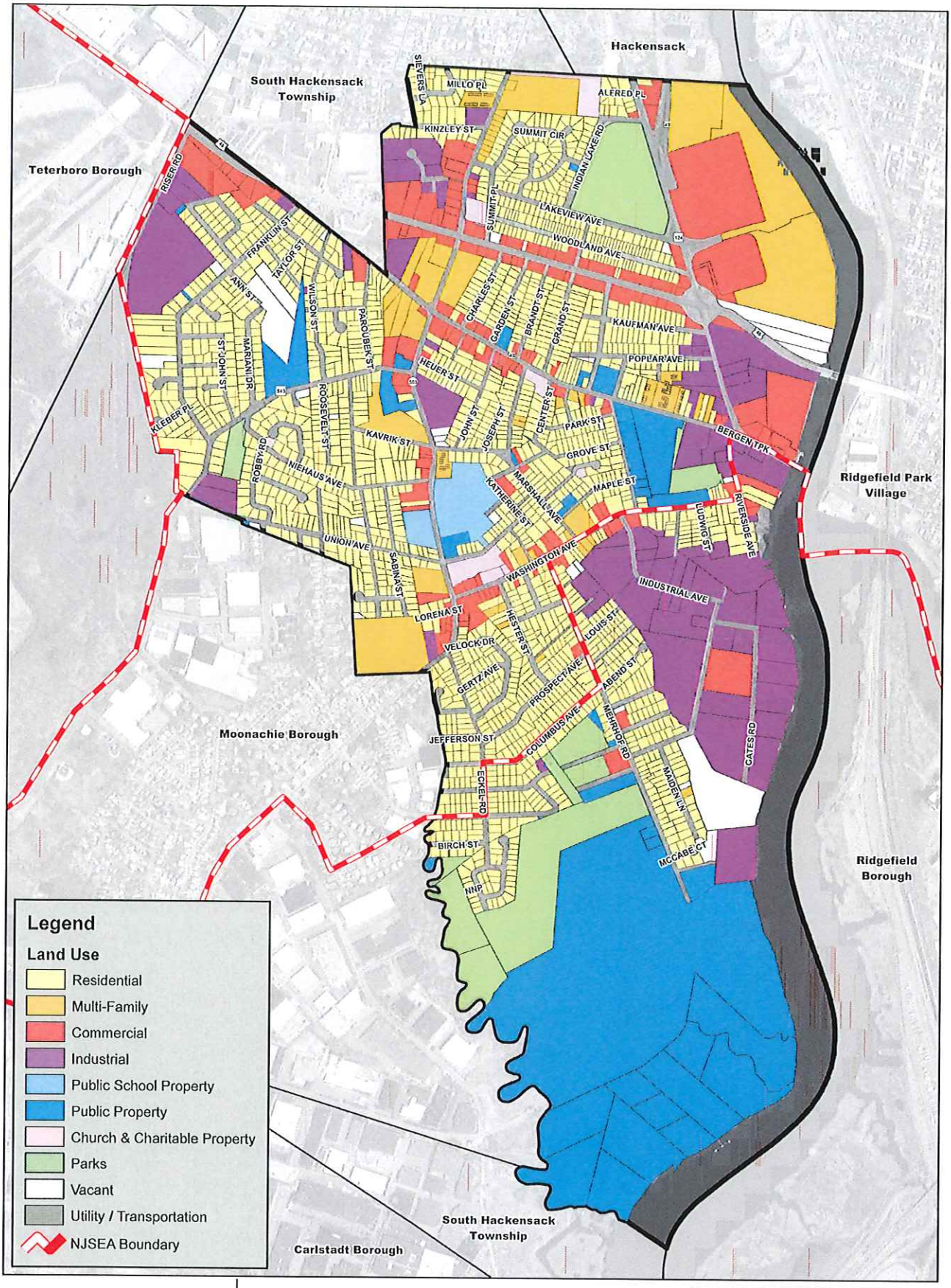
HOUSING ELEMENT & FAIR SHARE PLAN

Environmental Constraints

LOCATION:
Little Ferry Borough, Bergen County, NJ

DATE:
January 2017

Parcel Source: NJGIN Tax Parcels for Bergen County 2016
Aerial Source: 2015 High Resolution Orthophotography, NAD83 NJ State Plane Feet, MrSID Tiles
Published by NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS) 2016
FEMA advisory flood base elevation mapping June 18, 2013



0 400 800 1,200 1,600 Ft

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

HOUSING ELEMENT & FAIR SHARE PLAN

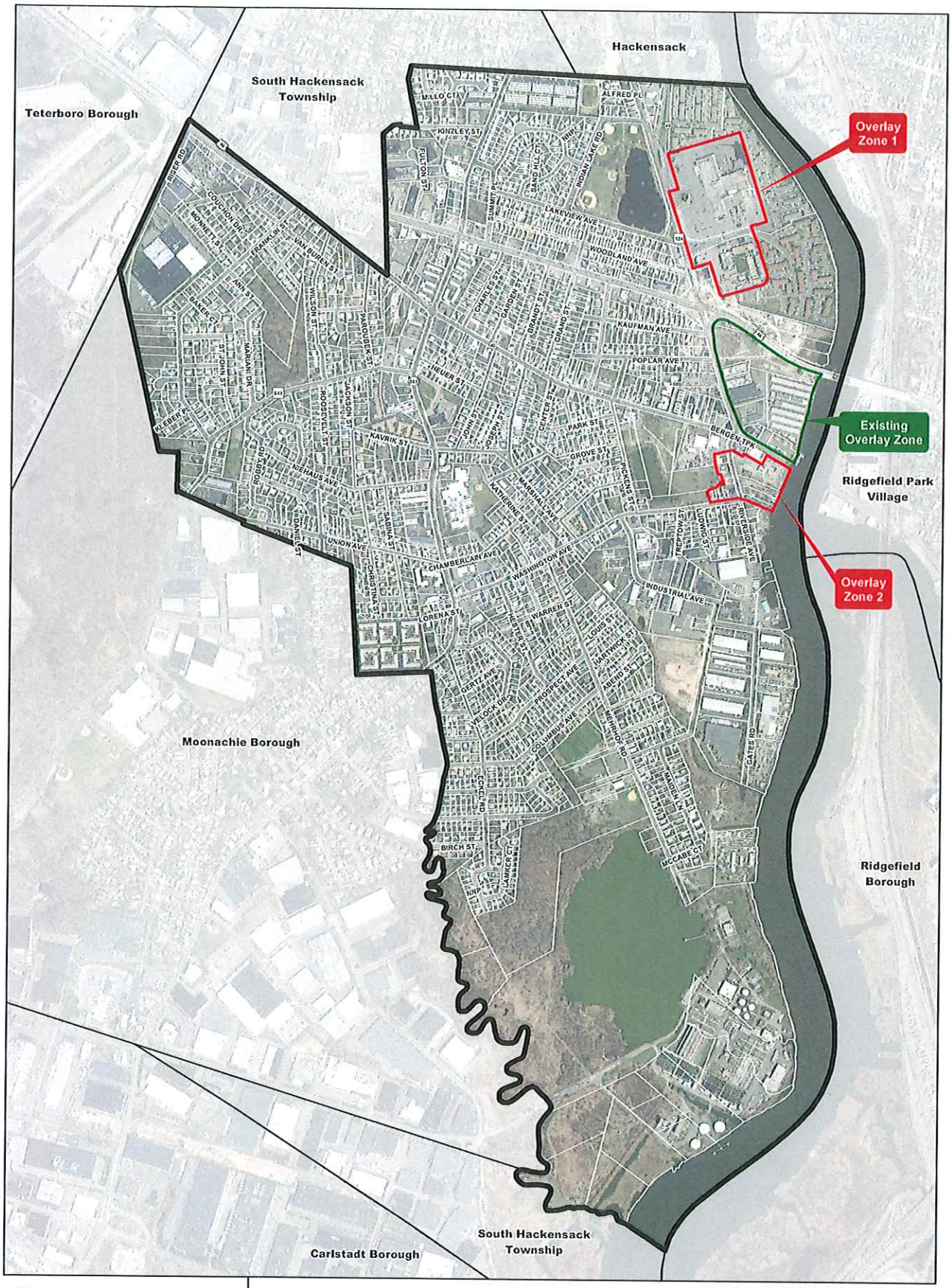
Existing Land Use

LOCATION:
Little Ferry Borough, Bergen County, NJ

DATE:
January 2017

Parcel Source: NJGIN Tax Parcels for Bergen County 2016
Aerial Source: 2015 High Resolution Orthophotography, NAD83 NJ State Plane Feet, MrSID Tiles
Published by NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS) 2016

EXHIBIT C: OVERLAY ZONING MAP



HOUSING ELEMENT & FAIR SHARE PLAN

Parcel Source: NJGIN Tax Parcels for Bergen County 2018
Aerial Source: 2015 High Resolution Orthophotography, NAD83 NJ State Plane Feet, MrSID Tiles
Published by NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS) 2016

Proposed Overlay Zoning Districts

LOCATION:
Little Ferry Borough, Bergen County, NJ

DATE:
December 2018

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

EXHIBIT D: 2018 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

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**	Max Increase Sales***	Regional Asset Limit****
Region 1	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
Bergen, Hudson, Passaic and Sussex	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	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
Essex, Morris, Union and Warren	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	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
Hunterdon, Middlesex and Somerset	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	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
Mercer, Monmouth and Ocean	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	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
Burlington, Camden and Gloucester	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	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
Atlantic, Cape May, Cumberland, and Salem	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)).

SETTLEMENT AGREEMENT

THIS AGREEMENT ("Agreement") made this _____ day of _____ 2021 by and between:

BOROUGH OF LITTLE FERRY, a municipal corporation of the State of New Jersey, County of Bergen, having an address at 215-217 Liberty Street, Little Ferry, NJ 07643, (hereinafter the "Borough");

and

DONALD NUCKEL AND GILBERT MANOR, LLC, a New Jersey corporation having an address of River Street Extension, Unit 303, Little Ferry, NJ 07643 (hereinafter "Gilbert Manor" or "Developer");

Collectively, the Borough and Gilbert Manor shall be referred to as the "Parties."

WHEREAS, Gilbert Manor owns property formally known and desginated as Block 14, Lot 9 and Block 38, Lot 25.01 on the Tax Assessment Maps of the Borough of Little Ferry, which are commonly known as 279-289 Liberty Street (hereinafter the "Gilbert Manor Property"); and

WHEREAS, Donald Nuckel, or an entity of which he is the managing member, is under contract to purchase the property formally known and designated as Block 14, Lot 10, which is commonly known as 274 Main Street, Little Ferry, New Jersey (hereinafter the "274 Main Street Property"); and

WHEREAS, Donald Nuckel or an entity of which he is the managing member, is under contract to purchase the property formally known and designated as Block 49, Lot 14, which is commonly knonw as 233 Liberty Street, Little Ferry, New Jersey (hereinafter the "233 Liberty Street Property"); and

WHEREAS, the Gilbert Manor Property is two non-contiguous lots located on the southwest and northwest corners of the intersection of Liberty Street and Main Street and is developed with 108 garden-style apartment units that were constructed in or around 1962 and an office building; and

WHEREAS, the 274 Main Street Property is located directly west of the portion of the Gilbert Manor Property that is located at the northwest corner of the intersection of Liberty Street and Main Street, and is developed with a 1.5-story structure and detached garage that is currently being used as a medical office; and

WHEREAS, the 233 Liberty Street Property is physically separated from the Gilbert Manor Property and the 274 Main Street Property as it is located at the intersection of Liberty Street and Redneck Avenue, and is improved with a one-story commercial building that has been vacant and unused for several years, but which was previously utilized as a funeral home; and

WHEREAS, the Gilbert Manor Property, the 233 Liberty Street Property, and the 274 Main Street Property comprise approximately 4 acres, and therefore do not meet the minimum area required for planned unit development under the Municipal Land Use Law, *N.J.S.A.* 40:55D-1 *et seq.*, which requires a minimum area of five acres or more; and

WHEREAS, on or about July 8, 2015, the Borough filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Little Ferry, Docket No. BER-L-6380-15 in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related relief (hereinafter "DJ Action"); and

WHEREAS, on or about June 11, 2019, the Borough entered into an agreement with the Fair Share Housing Center (hereinafter "FSHC") for the purposes of obtaining judicial confirmation in the DJ Action that its proposed affordable housing compliance plan properly addressed the Borough's constitutional obligation to provide its fair share of the regional need for low and moderate cost housing (hereinafter the "FSHC Settlement"); and

WHEREAS, on June 30, 2020, Gilbert Manor filed a written objection to the FSHC Settlement; and

WHEREAS, the Borough and Gilbert Manor have engaged in settlement discussions and those discussions have culminated in the within agreement ("Agreement" or Settlement Agreement"); and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to create a realistic opportunity for the development of up to twenty-one (21) affordable senior rental units available to the region's low and moderate income households, pursuant to the applicable affordable housing laws and in accordance with the terms set forth herein, which represents an 18% set-aside of the new units to be constructed on the Gilbert Manor Property and the 274 Main Street Property.

ARTICLE II – THE PROCEDURE

2.1 Upon the execution of this Agreement, the Parties and/or the Court-appointed Master shall immediately so notify the Court, and request that the Court conduct a joint fairness and compliance hearing within 30 days from publication of a notice, and by no later than May 1, 2022, to determine whether this Settlement Agreement are fair and reasonable to low and moderate income households.

2.2 Upon a determination from the Court that this Settlement Agreement is fair and reasonable, the Borough shall undertake all actions, as set forth herein, to rezone or designate as an Area in Need of Redevelopment the Gilbert Manor Property and the 274 Main Street Property, which may include the amendment of the Borough's Master Plan, Zoning Ordinance or through other development techniques. The Borough shall complete these actions within 240 days of a decision of the Court determining that this Agreement is fair and reasonable.

ARTICLE III – GILBERT MANOR OBLIGATIONS

3.1 Obligation To Limit The Number of Units Constructed

Gilbert Manor shall, in accordance with the zoning and land use controls to be adopted by the Borough as set forth herein, develop no more than 246 total units of housing, of which 108 units shall be considered replacement units for the existing units on the Gilbert Manor Property and 95 units shall be new units, 22 units on the 233 Liberty Street Property and 21 units on the 274 Main Street Property, which shall be affordable senior rental units. Gilbert Manor shall, pursuant to Paragraph 3.3 of this Agreement, reserve 15% of the total number of new units (21/138) for affordable housing purposes.

3.2 Obligation To Submit Site Plan Application.

A. Gilbert Manor shall seek preliminary and final site plan approval for a development that is substantially consistent with its Concept Plans for the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property (**Exhibit "A"**) and the Redevelopment Plan to be adopted pursuant to Paragraph 4.3 of this Agreement.

B. Notwithstanding the foregoing, the Parties acknowledge that Gilbert Manor has not yet engineered the Concept Plan for the Gilbert Manor Property and the 274 Main Street Property, nor have construction drawings been prepared for either of those sites or the 233 Liberty Street Property and that, upon engineering the Concept Plan, developing construction drawings, and submission of the Concept Plan, it may become necessary to seek reasonable waivers, variances, and/or other relief from the Borough of Little Ferry Planning Board to construct the development shown on the Concept Plan, or, in the alternative, seek an amendment to the Redevelopment Plan to eliminate the need for variances or waivers, which shall not be unreasonably withheld. However, Gilbert Manor shall not seek approval from the Planning Board nor an amendment to the Redevelopment Plan from the Borough, for total number of units greater than 203 on the Gilbert Manor Property, 22 units on the 233 Liberty Street Property nor 21 units on the 274 Main Street Property.

3.3 Obligation To Deed-Restrict Up To 21 Affordable Units.

A. Gilbert Manor shall have an obligation to generate up to 21 affordable units.

B. If fewer than 138 new units are constructed (i.e., less than 246 total units) on the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Stret Property, Gilbert Manor shall be required to maintain a 15 percent set aside of what is approved and constructed. Gilbert Manor's provision of affordable units under this Agreement shall be its sole obligation with respect to affordable housing, and no municipal affordable housing development fees shall be imposed against the development to take place on the Gilbert Manor Property, the 233 Liberty Street Property or the 274 Main Street Property pursuant to this Agreement and the Concept Plan attached hereto provided that Gilbert Manor to develop the Gilbert Manor Property and the 274 Main Street Property as an inclusionary project in accordance herewith. Nothing herein is intended to waive or relieve any obligations created by the Nonresidential Development Fee Act.

3.4. The Bedroom Distribution of the Affordable Units and the Very Low, Low and Moderate Income Distribution.

As to the 21 senior affordable units, the Uniform Housing Affordability Controls ("UHAC") standards will dictate bedroom distribution and income distribution, except that 13% or 2 affordable units will be age restricted very-low income units at 30% of the regional median income per the FHA.

3.5. The Phasing Requirement

For purposes of phasing, the COAH's "Second Round" regulations phasing formula, N.J.A.C. 5:93-5.6(d), to be applied as follows:

Minimum Percentage of Low and Moderate Income Units Completed	Percentage of New Market Housing Units Completed
0	25
10	25 + 1 unit
50	50
75	75
100	90 100

The issuance of a CO shall determine when a unit, affordable or market, is complete. For the purposes of implementing the phasing requirement, the requirements of *N.J.A.C.* 5:93-5.6(d) shall be initially imposed when 25% of the new units are constructed. As Gilbert Manor proposes to reconstruct 108 existing units and construct 138 new units of which, 21 are affordable units and 117 are market rate units, the initial requirement of *N.J.A.C.* 5:93-5.6(d) (i.e., to construct at least 10% of the low and moderate income units) shall be implemented when Gilbert Manor has completed 25% of the 117 new market rate units (as there is no affordable requirement for the 108 replacement units, the phasing requirement is inapplicable to their construction). This phasing requirement shall be included in any redevelopment agreement between the parties pursuant to Paragraph 4.2 of this Agreement.

3.6 Obligation Regarding Market Housing

There shall be no market apartments with 3 or more bedrooms. The selection of studios vs one bedroom units vs two bedroom units shall be at Gilbert Manor's discretion except that no more than 25% of the units at the Gilbert Manor Property shall be two bedroom units (with or without den) and the bedroom distribution for all affordable units shall be as required by UHAC and this Agreement. The very low and low income units shall be proportionally distributed across each bedroom size.

3.7 Obligation To Support Borough's Application for A Grant of A Judgment of Compliance and Repose

Gilbert Manor shall support the Borough's efforts to secure a JOR consistent herewith. No entities affiliated with Donald Nuckel or Gilbert Manor

shall oppose, interfere with, object or endeavor to prevent the Borough's efforts to secure a JOR.

3.8 Obligation To Maintain The Creditworthiness of The Affordable Units

A. As the affordable units provided for in this Agreement must be deed restricted for at least 30 years per UHAC, the owner(s) of the apartments, including all market and affordable apartments (hereinafter "Apartment Complex Owner"), shall be responsible for maintaining the creditworthiness of all of the affordable units during this Deed Restriction period. The Apartment Complex Owner shall contract with an experienced administrative agent ("Administrative Agent") for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period and to administer the deed restriction to ensure the continuing creditworthiness of the units.

B. If Donald Nuckel and Gilbert Manor do not contract with the Borough's appointed administrative agent, the Borough has the right to approve Gilbert Manor's proposed administrative agent which approval shall not be unreasonably withheld, delayed or conditioned. The Borough pre-approves Piazza & Associates, Inc. and CGP&H, LLC to serve as administrative agent.

3.9 Obligation To Supply Such Documentation As The Borough May Require

A. The owner(s) of all of the affordable units and their Administrative Agent in each of these cases shall work with the Borough and the Borough's Administrative Agent regarding any affordable housing monitoring requirements imposed by the Council on Affordable Housing ("COAH") or the Court.

B. Upon written notice, the owner(s) of all of the affordable units and/or the owner's Administrative Agent shall provide detailed information requested by the Borough or the Borough's Administrative Agent, within 30 days concerning the owner's compliance with UHAC and other applicable laws.

3.10 Obligation To Cooperate

Gilbert Manor agrees to cooperate with the intent and purpose of this Agreement and to develop the Gilbert Manor Property and the 274 Main Street Property consistent herewith.

ARTICLE IV - OBLIGATIONS OF THE BOROUGH

4.1 Obligations To Comply With the Settlement Agreement.

The Borough shall comply with all provisions of this Agreement

4.2 Obligation To Designate the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property as an Area in Need of Redevelopment Upon the Receipt of a Recommendation from the Borough of Little Ferry Planning Board, adopt a Redevelopment Plan and Designate Gilbert Manor or an entity to be designated as Redeveloper, and with respect to the 233 Liberty Street Property only, enter into a Long Term Tax Exemption Agreement.

Because the Gilbert Manor Property, 233 Liberty Street Property and the 274 Main Street Property have a combined area less than five acres, and are therefore ineligible for development as a planned unit, within 45 days of the entry of an Order approving this Agreement at a duly advertised Fairness Hearing, the Borough, through its Mayor and Council, shall adopt a resolution directing the Borough of Little Ferry Planning Board prepare a study and conduct a hearing to determine if the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property is an area in need of redevelopment. The Borough, through its Mayor and Council shall consider the recommendation from the Borough of Little Ferry Planning Board upon receipt, and the Borough of Little Ferry shall designate the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property as a non-condemnation area in need of redevelopment to permit the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property to be developed in accordance with this Agreement pursuant to a single set of development standards to be agreed upon by the Parties. Upon designation of the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property as an Area in Need of Redevelopment, the Borough shall adopt a Redevelopment Plan and designate Gilbert Manor or an entity to be designated by Gilbert Manor or Donald Nuckel as redeveloper of the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property, and enter into a redevelopment agreement concerning same. The Borough shall also enter into a financial agreement with Gilbert Manor or an entity to be designated by Gilbert Manor and/or Donald Nuckel pursuant to the Long Term Tax Exemption Law, *N.J.S.A.* 40:20-1 *et seq.* solely with respect to the 233 Liberty Street Property. The Parties expressly understand that under no circumstances will the Borough enter into a financial agreement pursuant to the Long Term Tax Exemption Law, *N.J.S.A.* 40:20-1 *et seq*. with respect to the Gilbert Manor Property and the 274 Main Street Property.

Gilbert Manor and/or Donald Nuckel shall be responsible for all of the Borough's costs, including but not limited to professional fees, associated with the Area in Need of Redevelopment study, the Redevelopment Plan and the financial agreement pursuant to the Long Term Tax Exemption Law with respect to the 233 Liberty Property, which costs are to be paid into an escrow fund pursuant to a separate escrow agreement. The Area in Need of Redevelopment Designation and the Redevelopment Plan to be adopted in furtherance of this Agreement shall not be amended or rescinded, without the approval of Gilbert Manor or order of the Court. To the extent that any third-party challenges the Borough's Area in Need of Redevelopment designation, the Redevelopemnt Plan and/or the financial agreement pertaining to the 233 Liberty Property, Gilbert Manor and/or Donald Nuckel agrees to reimburse the Borough's attorneys' fees in connection with the defense of same in accordance with Paragraph 5.4 of this Agreement. In the event that the Borough is barred from designating the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property as a non-condemnation area in need of redevelopment by a final, non-appealable order of a court of competent jurisdiction, then the Borough, through its Mayor and Council, shall rezone the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property as a non-condemnation area in need of redevelopment in accordance with the provisions of this Agreement.

4.3 Contents of Redevelopment Plan

The Redevelopment Plan (or a Zoning Ordinance in the event of a judicial determination of invalidity of any Area in Need of Redevelopment designation), adopted pursuant to Paragraph 4.2 of this Agreement shall be prepared to enable the development of the Gilbert Manor Property, the 233 Liberty Street Property and 274 Main Street Property without variances or waivers based upon the Concept Plan. The Redevelopment Plan shall not contain any cost generating features in accordance with *N.J.A.C.* 5:93-10.1, *et seq.*, and shall not be modified, once adopted, without the written consent of Gilbert Manor or its successor.

The Redevelopment Plan shall permit the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property to be developed with a maximum of 246 residential units (138 new units and 108 replacement units for the units currently existing on the Gilbert Manor Property), including 21 affordable senior housing units to be located on the 274 Main Street Property. The maximum height of the buildings on the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property shall be as shown on the Concept Plan. The Redevelopment Plan may require specific set-backs and step-backs at specific locations as shown on the Concept Plan.

4.4 Obligation To Cooperate With Gilbert Manor's Efforts to Secure Approvals And Applicable Permits:

The Borough shall, to the extent permitted by law, act to facilitate and shall fully cooperate with Gilbert Manor's efforts to secure final un-appealable approvals and/or permits for the development of the Gilbert Manor Property and the 274 Main Street Property as shown on the Concept, which are attached hereto. The Borough shall, through its agents, servants and/or employees promptly (but in no event in more than 21 days) act to provide any requested information or take any requested action in connection with Gilbert Manor's request for the execution, endorsement and/or issuance of any approval, permit, support or action needed to permit or facilitate the construction of the Concept Plan or this Agreement.

ARTICLE V – MUTUAL OBLIGATIONS

5.1. Obligation To Comply with State Laws

The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the proposed project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement. Provided that any of these laws have waiver provisions or the ability to seek relief is otherwise available, nothing herein shall be interpreted to prevent Gilbert Manor from requesting relief from any such laws in order to develop the Property as set forth in this Agreement.

5.2 Mutual Good Faith, Cooperation and Assistance.

The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement and the entry of any necessary orders or actions to be entered and/or directed by the Superior Court, the implementation of this Agreement, the development of the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property as an inclusionary project consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

5.3 Application Of Affordable Housing Credits

The Parties acknowledge that the Borough intends to seek twenty one (21) affordable housing credits towards addressing its unmet need. Upon written notice, Gilbert Manor agrees to supply the Borough all documents

within its possession that may be reasonably necessary to demonstrate the creditworthiness of the affordable units and bedrooms as the case may be.

5.4 Defense Of Agreement And Redevelopment Documents.

Gilbert Manor and/or Donald Nuckel shall be responsible for the attorneys' fees which the Borough may incur in obtaining Court approval of this Agreement or defending the Court's approval if appealed by a third party, but said attorneys' fees shall be capped at $20,000. The Parties shall diligently and vigorously defend any such challenge to this Agreement, any Area in Need of Redevelopment designation placed upon the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property, or any Redevelopment Plan adopted for the Gilbert Manor Property, the 233 Liberty Street Property and the 274 Main Street Property, or any financial agreement concerning the 233 Liberty Street Property.

ARTICLE VI - NOTICES

6.1 Notices

Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Gilbert Manor Property and/or the 274 Main Street Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effectuated as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO GILBERT MANOR: **Gilbert Manor, LLC**
Donald Nuckel, Managing Member
17 River Street Extension, Unit 303
Little Ferry, New Jersey

WITH COPIES TO: **Beattie Padovano, LLC**
Attention: Daniel L. Steinhagen, Esq.
200 Market Street, Suite 401

Montvale, New Jersey 07645
E-Fax: (201) 799-2128

TO THE BOROUGH OF LITTLE FERRY:

The Borough of Little Ferry
Attention:
215-217 Liberty Street
Little Ferry, New Jersey 07643
Fax: (201)

WITH COPIES TO:

Cullen & Dykman, LLP
Anthony S. Bocchi, Esq.
433 Hackensack Ave
Hackensack, NJ 07601-6319
Fax: (201) 488-6541

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VII - MISCELLANEOUS

7.1 Severability

Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

7.2 Successors Bound

The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Gilbert Manor Property and the 274 Main Street Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

7.3 Governing Law

This Agreement shall be governed by and construed by the laws of the State of New Jersey.

7.4 No Modification

This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

7.5 Recording

Gilbert Manor may record this Agreement in the Clerk's Office of Bergen County within 30 days from approval of this Agreement by the Superior Court following a duly noticed fairness hearing.

7.6 Effect of Counterparts

This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

7.7 Voluntary Agreement

The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

7.8 Interpretation

Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

7.9 Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

7.10 Conflict Of Interest

No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law, absent the need to invoke the Rule of Necessity.

7.11 Waiver

Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

7.12 Captions

The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

7.13 Default

In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within seven (7) days. In the event the defaulting Party fails to cure within seven (7) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available or obtain other relief as provided for in this Agreement. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

7.14 Notice of Actions.

The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

7.15 Construction, Resolution of Disputes.

This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Bergen County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

7.16 Effective Date

This Agreement shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

GILBERT MANOR, LLC
By: Donald Nuckel, Managing Member

_____

By: _____
Donald Nuckel

Dated: 5/19, 2022

Witness/Attest:

BOROUGH OF LITTLE FERRY
By: Mayor Mauro Raguseo

Barbara Maldonado

By: _____
Mauro Raguseo

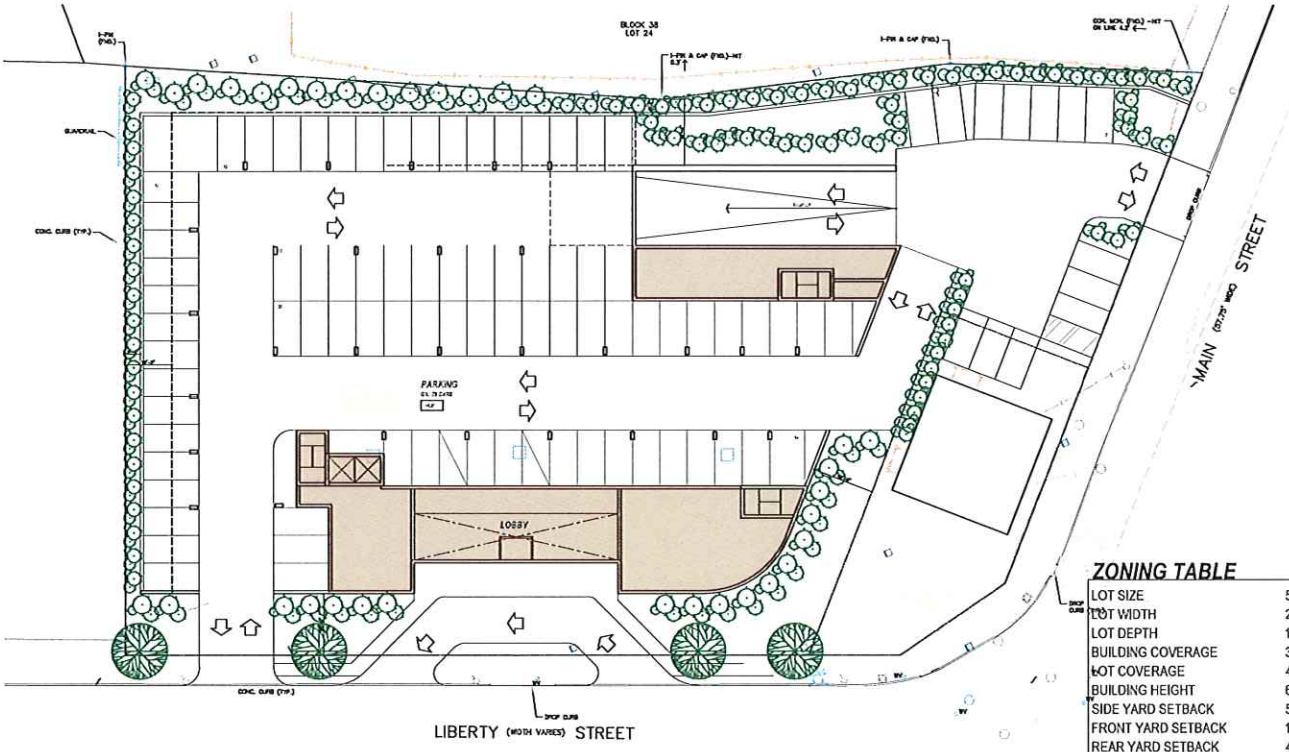
Dated: May 26, 2022

EXHIBIT A

Concept Plans



Gilbert Manor Phase 1	DEVELOPER: NUCKEL PROPERTIES	DATE: 10 FEBRUARY 2022	REV: .	VIRGONA + VIRGONA ARCHITECTS	T-1



ZONING TABLE

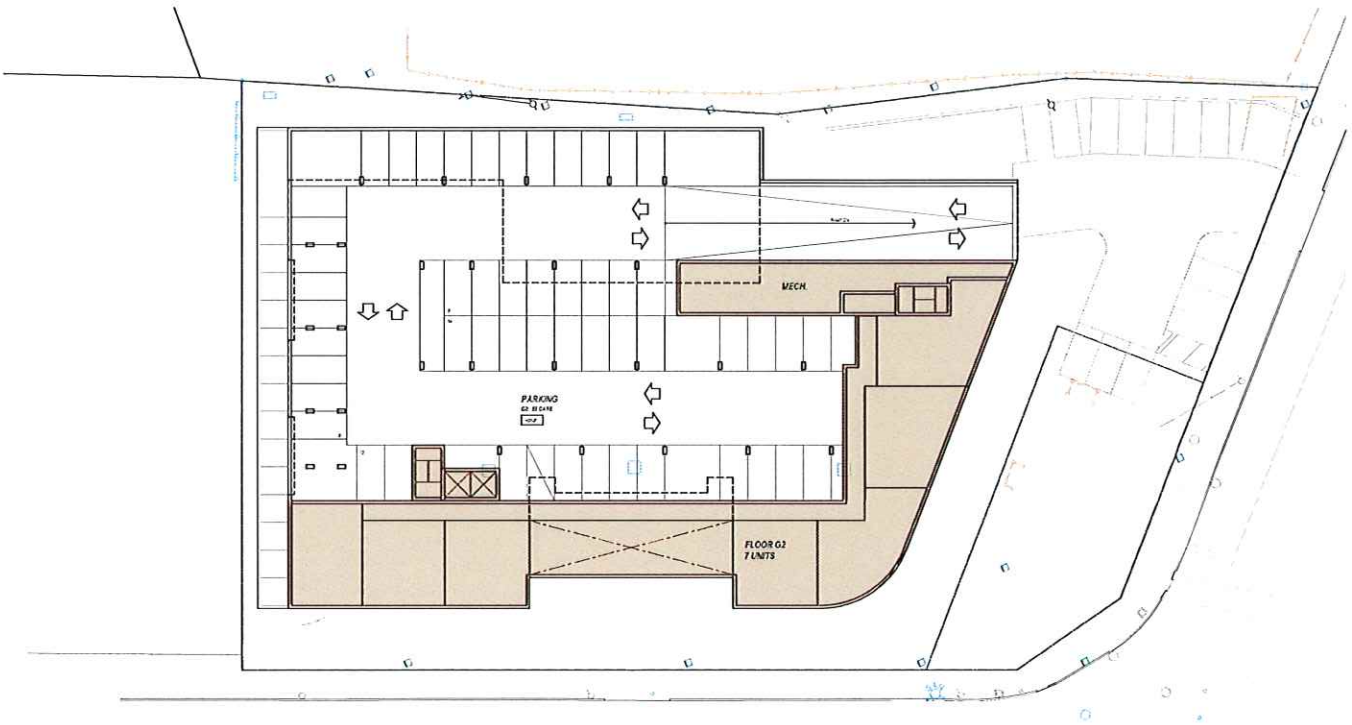
LOT SIZE	53,026 SF
LOT WIDTH	222'-8" MIN.
LOT DEPTH	180'-4" MIN.
BUILDING COVERAGE	35,000 / 53,026 SF = 66%
LOT COVERAGE	46,500 / 54,026 SF = 86%
BUILDING HEIGHT	6 STORIES / 70'-0"
SIDE YARD SETBACK	5 FT
FRONT YARD SETBACK	18 FT
REAR YARD SETBACK	4 FT
NUMBER OF UNITS	84
PARKING	134 CARS

Lobby Floor Plan
[1 = 30'-0"]

Gilbert Manor Phase 1

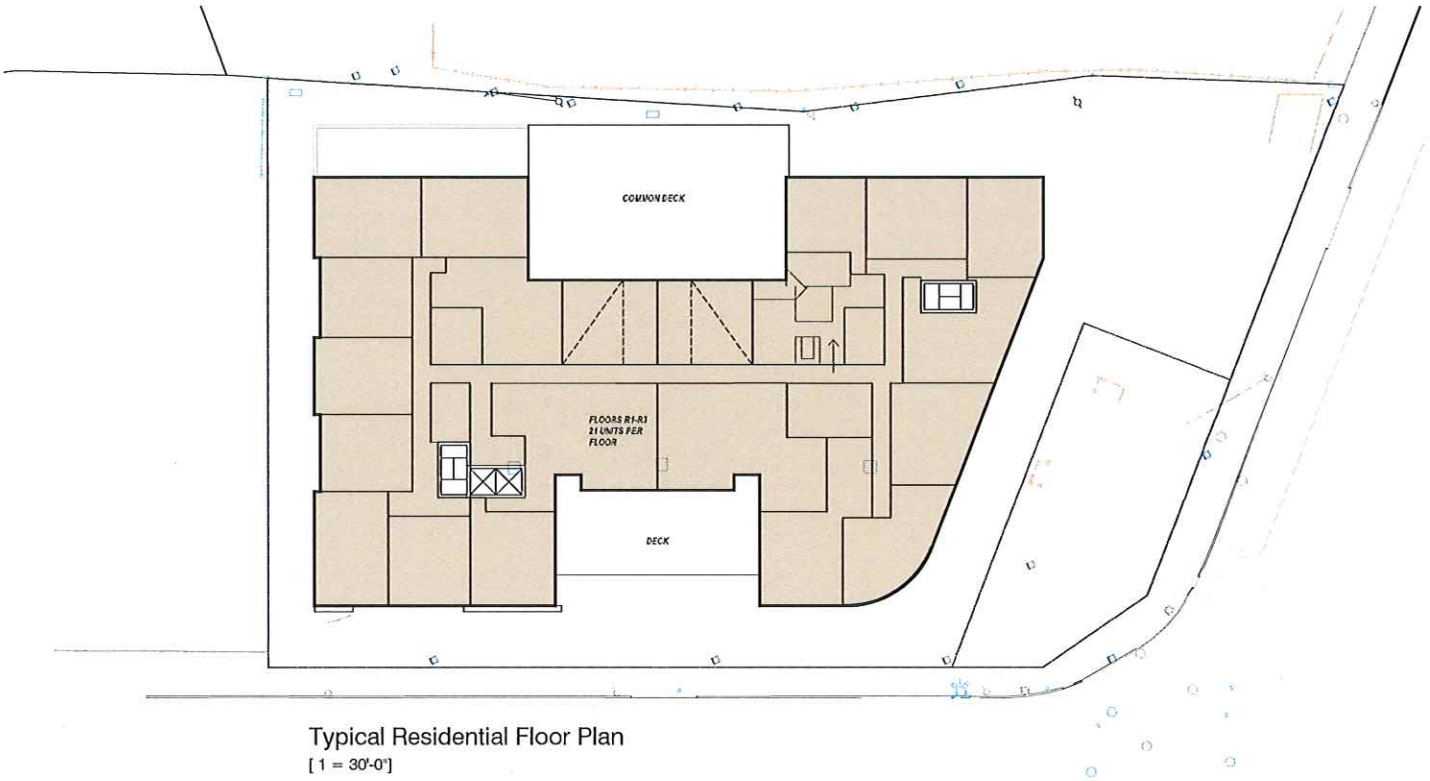
DEVELOPER: NUCHEL PROPERTIES | DATE: 10 FEBRUARY 2022 | REV:

VIRGONA + VIRGONA ARCHITECTS | SK-1



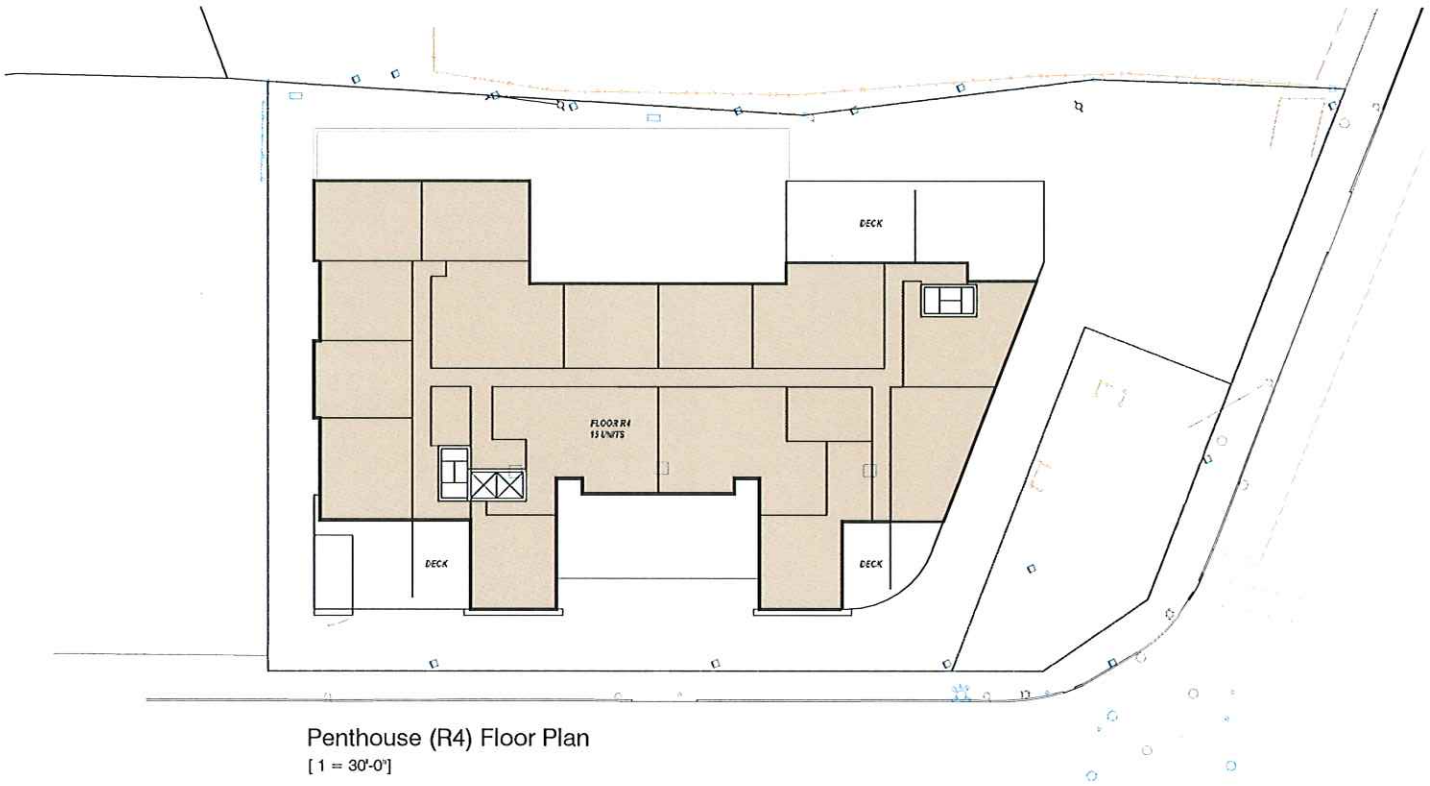
Garage Floor Plan

[1 = 30'-0"]



Typical Residential Floor Plan
[1 = 30'-0"]

Gilbert Manor Phase 1 | DEVELOPER: NUCHEL PROPERTIES | DATE: 10 FEBRUARY 2022 | REV: | VIRGONA + VIRGONA ARCHITECTS | SK-3



Penthouse (R4) Floor Plan

[1 = 30'-0"]

Gilbert Manor Phase 1

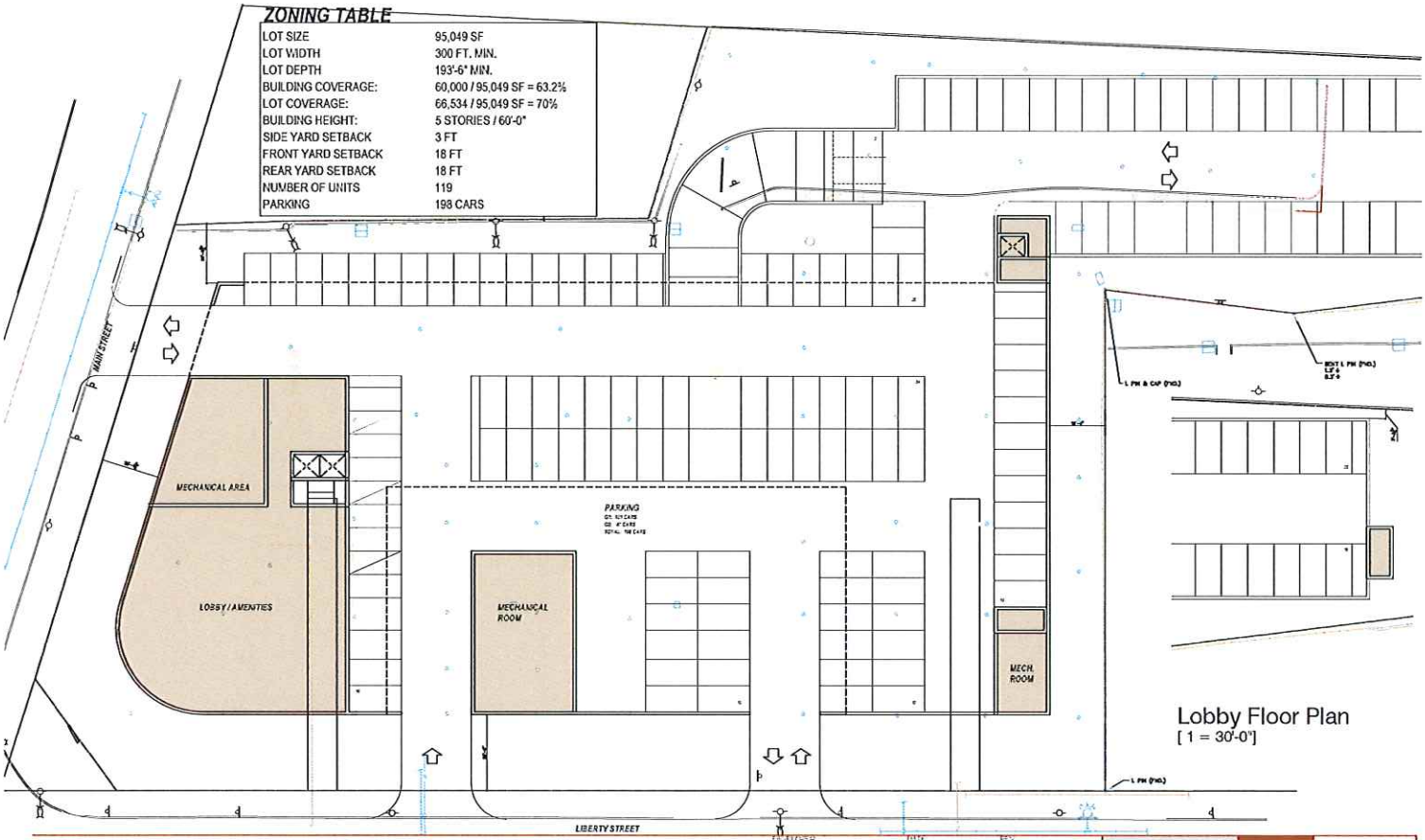
DEVELOPER: NUCH-EL PROPERTIES

DATE: 10 FEBRUARY 2022

REV:

VIRGONA + VIRGONA ARCHITECTS

SK-4



Gilbert Manor Phase 2

PROPOSED RESIDENTIAL DEVELOPMENT | LITTLE FERRY, NEW JERSEY

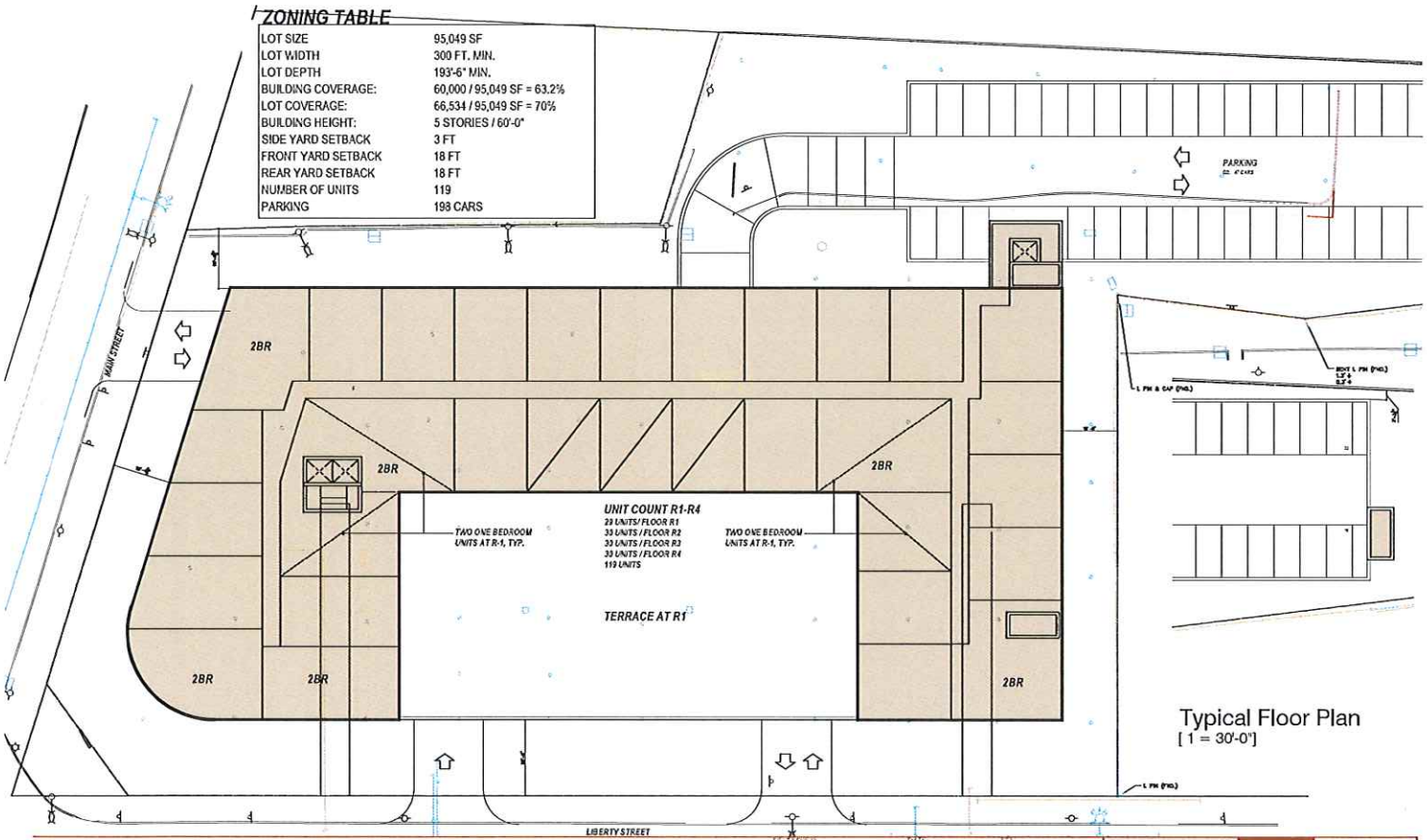
DEVELOPER: NUCKEL PROPERTIES

DATE: 23 FEBRUARY 2022 . REV

VIRGONA + VIRGONA ARCHITECTS

SK-1

125 RIVER ROAD SUITE 201 | EDGEWATER, NJ



Gilbert Manor Phase 2

DEVELOPER: NUCKEL PROPERTIES

DATE: 23 FEBRUARY 2022 .

REV

VIRGONA + VIRGONA ARCHITECTS

SK-2

PROPOSED RESIDENTIAL DEVELOPMENT | LITTLE FERRY, NEW JERSEY

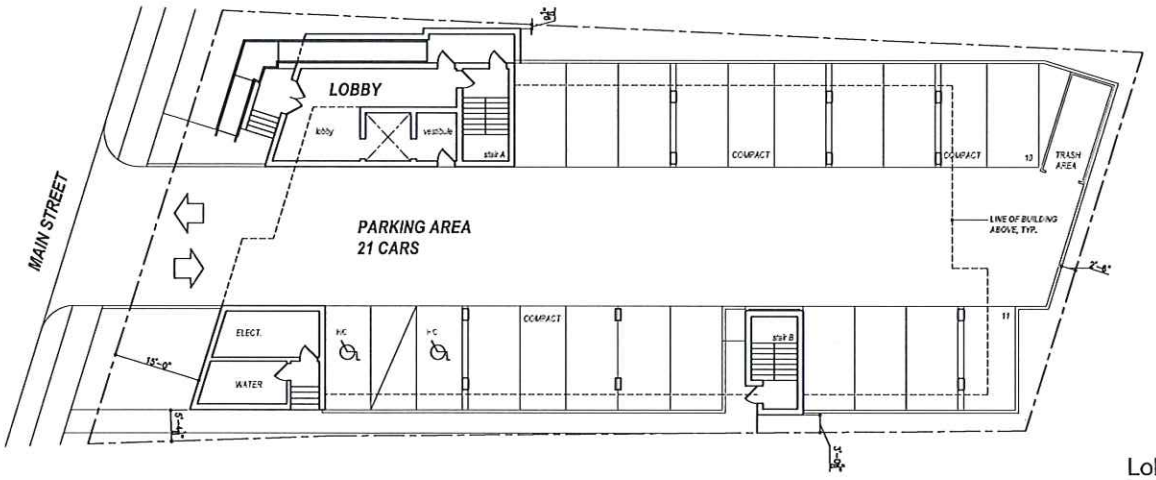
125 RIVER ROAD SUITE 201 | EDGEWATER, NJ



Conceptual Rendering

ZONING TABLE

LOT SIZE	11,322 SF
LOT WIDTH	65 FT MIN.
LOT DEPTH	161 FT AVG.
BUILDING COVERAGE:	7,500 / 11,322 SF = 66%
LOT COVERAGE:	10,050 / 11,322 SF = 89%
BUILDING HEIGHT:	4 STORIES / 50'-0"
SIDE YARD SETBACK	0 FT
FRONT YARD SETBACK	15 FT
REAR YARD SETBACK	8 FT
NUMBER OF UNITS	21
PARKING	21 CARS



Lobby Floor Plan
[1/16" = 1'-0"]

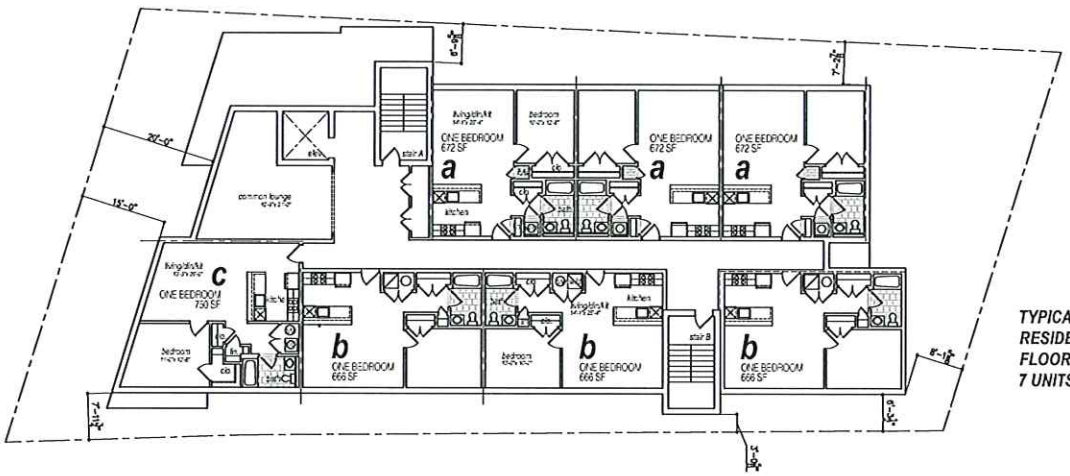
274 MAIN STREET

DEVELOPER: NUCKEL PROPERTIES | DATE: 7 OCTOBER 2021 | REV:

VIRGONA + VIRGONA ARCHITECTS | SK-1

PROPOSED SENIOR AFFORDABLE HOUSING DEVELOPMENT | LITTLE FERRY, NEW JERSEY

125 RIVER ROAD SUITE 201 | EDGEWATER, NJ



TYPICAL RESIDENTIAL FLOOR 7 UNITS PER FLOOR

Typical Floor Plan
[1/16" = 1'-0"]

FILED
AUG 26 2022
GREGG A. PADOVANO, J.S.C.

Anthony S. Bocchi, Esq. (ID#005602006)
CULLEN AND DYKMAN LLP
Continental Plaza
433 Hackensack Avenue
Hackensack, New Jersey 07601
(201) 488-1300
Attorneys for Plaintiff / Petitioner

IN THE MATTER OF THE APPLICATION OF THE BOROUGH OF LITTLE FERRY FOR A JUDGMENT OF COMPLIANCE AND REPOSE Plaintiff / Petitioner	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NO.: BER-L-6380-15 Civil Action *MOUNT LAUREL* **PRELIMINARY ORDER OF COMPLIANCE**

THIS MATTER comes before the Court upon the Declaratory Judgment Complaint of plaintiff Borough of Little Ferry (the "Borough"), seeking a determination that the Borough has complied with its Mount Laurel obligation, in in accordance with the procedures set forth in In re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"); and

THE COURT HAVING conducted a fairness hearing on August 16, 2022 as to a settlement agreement between the Borough and defendant-intervenor Fair Share Housing Center ("FSHC") which incorporates by reference a settlement agreement between the Borough and Donald Nuckel & Gilbert Manor, LLC ("Donald Nuckel" or "Gilbert Manor") (collectively, the "Settlement Agreements"); and such hearing having been conducted in accordance with the requirements of Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super 359 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Bor. of Fort Lee, 289 N.J. Super. 311 (App.

Div. 1996), with Anthony S. Bocchi, Esq., and Ryan P. Duffy, Esq., attorneys for the Borough; Joshua Bauers, Esq., attorney for FSHC; Michael F. Sullivan, ASLA, AICP, planner for the Borough; Daniel L. Steinhagen, attorney for Gilbert Manor; and court-appointed Special Master Francis J. Banisch, III, appearing at the fairness hearing; and

THE COURT HAVING received and credited the testimony of Michael F. Sullivan, ASLA, AICP, planner for the Borough, who was qualified as an expert witness, and testimony of the court-appointed Special Master Francis J. Banisch, III; and

THE COURT HAVING received into evidence the following documents offered by the Borough:

P-1: Anthony S. Bocchi, Esq. Certification of Notice For Fairness Hearing

P-2: Fair Share Housing Amended Settlement Agreement

P-3: Donald Nuckel / Gilbert Manor Settlement Agreement

P-4: Resolution No. 132, March 8, 2022, Authorizing Execution of the Fair Share Housing Amended Settlement Agreement and Nuckel and Gilbert Manor Settlement Agreement

SM1: Report of the Special Master dated August 15, 2022

THE COURT HAVING considered the Special Master's Report, evaluating the fairness of the Settlement Agreements and the Special Master having concluded in his Report that the agreements are fair and reasonable to the region's low and moderate income households and having further recommended in his Report that the Court approve the Settlement Agreements; and

THE COURT HAVING considered the participation of FSHC, a public interest organization representing the housing rights of New Jersey's poor, the methodology by

which the number of affordable units was derived, and efforts and contributions by the Borough in the terms of the Settlement Agreements; and

IT IS ON THIS 26TH day of August, 2022, **HEREBY ORDERED AND ADJUDGED:**

1. The Court determinates and finds upon the testimony presented and the documents admitted into evidence at the fairness hearing, and in accordance with the requirements of Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super 359 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Bor. of Fort Lee, 289 N.J. Super. 311 (App. Div. 1996), that:

a. Plaintiff properly afforded notice of the fairness hearing in accordance with the governing law;

b. The Borough's Present Need/Rehabilitation Obligation is 47 units;

c. The Borough's Prior Round Obligation, as originally determined by the Council on Affordable Housing for the period of 1987-1999, is 28 units;

d. The Borough's Prospective Need Obligation for the period of 1999-2025, in accordance with the directives of Mount Laurel IV and the recommendations of the Special Master, is 182 units;

e. The Borough's Present Need, Prior Round, and Prospective Need obligations are, collectively, the Borough's constitutional affordable housing obligation;

d. The Settlement Agreements address the satisfaction of the Borough's constitutional affordable housing obligation and create a realistic opportunity for the satisfaction of the Borough's constitutional affordable housing obligation;

e. The Settlement Agreements, as proposed, provide a substantial amount of affordable housing and satisfy the settlement criteria provided for under East/West Venture v. Bor. of Fort Lee, 289 N.J. Super 311 (App. Div. 1996);

h. The Settlement Agreements are fair, reasonable, appropriate, and adequate to protect the interests of low and moderate income persons;

i. The Settlement Agreements, including the terms and conditions incorporated herein by reference, are approved, as proposed, subject to adoption by the Borough's Land Use Planning Board and endorsement by the Mayor and Borough Council of a Housing Element and Fair Share Plan and Spending Plan that are consistent with the term of the Settlement Agreements and the conditions identified in the Special Master's Report, within 120 days of the date of this Order;

j. Within 120 days of the date of this Order, the Borough shall prepare an Affirmative Marketing Plan, as outlined in the Settlement Agreements and the Mayor and Council shall adopt a resolution adopting the Borough's Affirmative Marketing Plan;

k. Within 120 days of the date of this Order, the Borough's Mayor and Council shall adopt a resolution appointing an Administrative Agent to administer the Borough's affordable housing units in accordance with the Uniform Affordability Controls, N.J.A.C. 5:80-26.1, et seq.;

l. Within 120 days of the date of this Order, the Borough shall appoint a special municipal employee as a municipal housing liaison;

m. The Borough shall provide annual monitoring of affordable housing trust fund activity and the status of affordable housing activity, as outlined under the Settlement Agreements;

n. Within 120 days of the date of this Order the Borough shall comply with the recommendations of the Special Master as set forth in the as "Attachment A," and as incorporated herein:

i. The compliance proposals contained in Table 1 of the Special Master's Report and the applicable-terms of the executed settlement with FSHC shall be referenced in the Housing Element and Fair Share Plan ("HE/FSP"), which, following review by the Special Master, shall be adopted and submitted to the Court for approval as part of the final judgment of Compliance and Repose.

ii. The HE/FSP shall provide documentation of the creditworthiness of all existing units and shall be prepared according to the requirements of the Fair Housing Act, which identifies the "Essential components of the municipality's housing element" at N. J.S.A. 52:27D-310, as follows:

1. A municipality's housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing, and shall contain at least:

a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income

households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;

b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

d. An analysis of the existing and probable future employment characteristics of the municipality;

e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its

present and prospective housing needs, including its fair share for low and moderate income housing; and

f. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

iii. Within 120 days of the date of this Order, and prior to the entry of an Order granting a final Judgment of Compliance and Repose, the Fair Share Plan shall be reviewed by the Special Master for compliance with the terms of the executed settlement agreements, the Fair Housing Act and the UHAC regulations before being adopted and submitted to the Court. The Fair Share Plan document shall include any proposed Ordinances and Resolutions needed to implement the Plan, including zoning amendments, an Affordable Housing Ordinance, a Development Fee Ordinance, an Affirmative Marketing Plan, a Rehabilitation Program description and Manual, a Spending Plan, resolutions appointing an Administrative Agent and a Municipal Affordable

Housing Liaison, a resolution adopting the Housing Element and Fair Share Plan (Planning Board) and a resolution endorsing the Housing Element and Fair Share Plan (Governing Body).

iv. Within 120 days of the date of this Order, the Spending Plan shall be prepared, submitted to the Special Master for review and comment, adopted by the Planning Board as part of the Plan and by the Borough Council as a separate action and submitted to the Court for approval before the Borough will be permitted to expend any funds from its Affordable Housing Trust Fund.

v. Within 120 days of the date of this Order, all proposed inclusionary and 100 percent affordable housing development zoning amendments shall be prepared, reviewed by the Special Master, and adopted and submitted to the Court prior to the entry of an Order granting a final Judgment of. Compliance and Repose.

vi. Within 120 days of the date of this Order the Borough shall prepare and adopt an Affordable Housing Ordinance that reflects all provisions of the Settlement Agreement, as well as applicable UHAC and COAH Rules and an Affirmative Marketing Plan Resolution consistent with the terms of the Settlement Agreement. These documents shall be reviewed by the Special Master and FSHC, adopted and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.

vii. Within 120 days of the date of this Order, the Borough shall contract with one or more Administrative Agents, responsible to the Borough but paid for by the owners of the affordable housing units created in the Borough, to administer the affordability controls on all of the low- and moderate-income units that have been or will be created in the Borough. This should be accomplished and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.

viii. Within 120 days of the date of this Order, the Borough will need to create the position of Municipal Housing Liaison by Ordinance and fill that position by Resolution of the Governing Body. This should be accomplished and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.

ix. The Settlement Agreements will adhere to provisions set forth in Paragraph 12(d) of the Fair Share Housing Amended Agreement.

x. Within 120 days of the date of this Order, the Borough will resolve the discrepancy amongst the two Settlement Agreements regarding the percentage of set-asides.

xi. Within 45 days of the date of this Order, the Borough shall adopt a resolution directing the Borough of Little Ferry Planning Board to undertake a preliminary investigation into whether the Gilbert

Manor Property, 233 Liberty Street Property and the 274 Main Street Property should be designated as an Area in Need of Redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq. Within 240 days of the date of this Order, the Borough shall designate the aforementioned properties as an Area in Need of Redevelopment, adopt a Redevelopment Plan, designate a redeveloper in accordance with the Settlement Agreements, and enter into all necessary agreements pursuant to the Settlement Agreements. In the event of a judicial determination that the Area in Need of Redevelopment Designation is declared invalid by a court of competent jurisdiction, the Borough shall, within 60 days of the entry of such Order, amend the Borough's Master Plan and Zoning Ordinance to make the developments described in the Settlement Agreement with Donald Nuckel and Gilbert Manor permitted as-of-right without variances, waivers or exceptions.

o. The Borough is granted a Preliminary Judgment of Compliance and Repose, in an effort to implement Mount Laurel IV, 221 N.J. 1 (2015) and Morris County Fair Housing Council v. Boonton Tp., 197 NJ. Super 359 (Law Div. 1984), affd o.b., 209 N.J. Super. 108 (App. Div. 1986).

2. The Borough is entitled to continued immunity and the accompanying protection from Mount Laurel exclusionary zoning and/or builders' remedy lawsuits as provided by the Fair Housing Act and in accordance with Mount Laurel IV and

this Court's Order until the Court's determination following the Final Compliance Hearing; and OR FURTHER ORDER OF THE COURT

3. The Court provides and copy of this Order to all counsel of record on this date via eCourts Civil. Plaintiff is directed to serve a copy of this Order within 7 days of the date hereof on all parties not served electronically.

Gregg A. Padovano, J.S.C.

B.

Agreement for Administrative Agent Services

Rehabilitation Program Operating Manual

Operating manual to be provided separately

BOROUGH OF LITTLE FERRY
DATE: OCTOBER 11, 2022

RESOLUTION NO. 322

	Motion By	Second By	Aye	Nay	Absent	Abstain	No Vote
Anzalone			X				
Lange		X	X				
Lanum					X		
Muller	X		X				
Sarlo			X				
Steinhilber			X				
Raguseo (Tie Only)							
Vote Total			5	0	1	0	0

BM

RE: Appointment of Triad Associates As Administrative Agent for Affordable Housing Programs

---

WHEREAS, the Borough of Little Ferry is in need of an Administrative Agent with regard to the Borough's Affordable Housing Programs; and

WHEREAS, the Mayor and Council have determined that Triad Associates, having an address of 1301 West Forest Grove Road, Building #3, Vineland, New Jersey 08360, should be appointed as the Administrative Agent for the Borough's Affordable Housing Programs; and

WHEREAS, the Borough of Little Ferry and Triad Associates will mutually benefit by appointing Triad Associates as the Administrative Agent for the Borough's Affordable Housing Programs; and

WHEREAS, subject to the approval of the Superior Court, the Borough shall designate one or more Administrative Agent(s) to administer affordable units in accordance with N.J.A.C. 5:93 and UHAC; and

WHEREAS, the Administrative Agent will be responsible for establishing and administering a municipal housing rehabilitation program, the hard costs and associated fees for which may be paid from the Borough's Affordable Housing trust fund; and

WHEREAS, the fees charged by the Administrative Agent for administration of affordable units in the Borough shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required; and

WHEREAS, the Municipal Housing Liaison shall supervise the contracting Administrative Agent(s) and the Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in N.J.A.C. 5:80-26.14, 5:80-16 and 5:80- 18;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Little Ferry that Triad Associates is hereby appointed as the Borough's Administrative Agent with regard to the Borough's Affordable Housing Programs.

BE IT FURTHER RESOLVED that the Mayor and Council are hereby authorized to execute the Agreement with Triad Associates attached hereto for the provision of Administrative Agent services.

ATTEST:

Barbara Maldonado,
Borough Clerk

Mauro Raguseo, Mayor

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Mayor and Council Meeting held on October 11, 2022.

Barbara Maldonado, Borough Clerk

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made October 11, 2022 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **BOROUGH OF LITTLE FERRY**, 215-217 Liberty Street, Little Ferry, New Jersey 07643 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description and Scope of Services" (the "Services"), attached and made a part of this Agreement, for the term November 1, 2022 through December 31, 2023, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.

2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.

3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.

4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.

5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).

7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.

8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.

9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.

10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.

11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.

12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.

13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.

14. Consultant reserves the right to cease performance under this Agreement due to:
    a. Principal's nonpayment of compensation as required by Exhibit B;
    b. Principal's failure to pay invoices within 45 days of receipt;
    c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.

15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.

16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.

17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against Consultant by any third party and arising out of or in connection with bodily injury or property

damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.

18. The chief financial officer (or equivalent) of the government entity shall certify that the funds are available to pay the compensation of this Agreement.

19. A resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.

20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.

21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.

22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	**To the Principal(s):**
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	BOROUGH OF LITTLE FERRY 215-217 Liberty Street Little Ferry, New Jersey 07643
Attn: Carolyn P. Zumpino President	Attn: Lisette Duffy, Borough Administrator Barbara Maldonado, Borough Clerk

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]

The Consultant and Principal executed this Agreement as of the date first above written.

TRIAD ASSOCIATES

Monica Marcus
Witness/Attest

Carolyn P. Zumpino
President

Date: October 11, 2022

BOROUGH OF LITTLE FERRY

Barbara Maldonado
Witness/Attest

By: MAURO D. RAGUSEO
Date: 10/11/22

BILLING CONTACT INFORMATION:
Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title: Chrissy Apicella, Accounts Payable
Billing Address: 215-217 Liberty Street, Little Ferry, N.J. 07643
Email Address: c-apicella@littleferrynj
Phone No. 201-641-9234 X655
Fax No. 201-641-1957

CERTIFICATION OF FUNDS
I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated October 11, 2022 between **TRIAD ASSOCIATES** ("Consultant"), and **BOROUGH OF LITTLE FERRY** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

PROJECT DESCRIPTION / SUMMARY OF SERVICES:

- Administrative Agent Services: Rental Units
- Technical Assistance on Affordable Housing Requirements
- Housing Rehabilitation Services – Rentals Only
- Transition of Administrative Agent Services

SCOPE OF SERVICES:

I. **ADMINISTRATIVE AGENT SERVICES: RENTAL UNITS**

The Consultant, upon the request of the Principal and with DCA/Court requirements, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are set forth, including but not limited to the Municipality's Fair Share Plan, New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) Fair Housing Act rules and regulations, and UHAC regulations, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

A. **Operating Manuals**

1. Creating/reviewing and publishing written operating manual(s), as approved by the Fair Share Housing Center, setting forth procedures for administering affordability controls;

B. **Affirmative Marketing (as needed)**

1. Assisting the Municipality with the preparation of an updated Affirmative Marketing Plan consistent with the provisions of N.J.A.C. 5:80-26.15;
2. Conducting an outreach process to ensure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Municipality and the provisions of N.J.A.C. 5:80-26.15;
3. Ensure that new development/waiting lists are posted on the New Jersey Housing Resource Center website (www.njhrc.gov) at least 60 days prior to holding a lottery, pursuant to P.L.2020, c.51 (C.52:27D-321.3 et seq.).;
4. Market units in accordance with the Fair Chance in Housing Act (enacted 1/1/2022);
5. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by FSHC; and
6. Providing counseling or referrals to counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

C. **General Administrative/Waitlist Management**

1. Maintain an applicant pool and waiting list for rental units with at least two years' worth of applicants for anticipated units available;

2. Sending annual letters to all tenants of affordable dwelling units, providing them with the maximum allowable rents and the contact information for Triad where complaints of excess rents can be reported pursuant to N.J.A.C. 5:80-26.18(d)4; and
3. Notification of annual allowable rent increases sent to landlords upon the release of the annual Affordable Housing Regional Income Limits by Household Size.

D. 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 very-low, low- or moderate-income unit;
3. 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.;
4. Employing a random selection process as provided in the Affirmative Marketing Plan of the Municipality when referring households for certification to affordable units.
5. Ensuring ongoing compliance with N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

E. Enforcement

The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;

F. Public Records

Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality. The Administrative Agent named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

G. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

II. TECHNICAL ASSISTANCE ON AFFORDABLE HOUSING REQUIREMENTS

Upon request, Consultant will provide the following services:

A. Meet with Municipality's designated staff to establish project implementation goals for contract year;

B. Meet with Municipality's designated staff to review general oversight responsibilities of the Municipality, the Administrative Agent and the those of each project developer;

C. Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales Prices and/or Affirmative Marketing Plan for the For-Sale and Rental Program, as needed;

D. Preparation of Mid-Point Reviews and Annual Reports as required by the Fair Share Housing Center;

E. Complete Annual Monitoring of all affordable units as follows and to obtain needed information:

1. Report any non-compliance identified to Municipality's Solicitor and ensure all follow up notices and actions are taken;

2. Contact all Administrative Agents to obtain updated information on waiting lists, affirmative marketing efforts and lists of units sold or rented to date and current allowable rents from landlords; and
3. Contact all Group Home managers to obtain documentation on continued use and current licenses;

F. Provide technical assistance with affordable unit documentation required for Third Round Plan compliance and attend case management/compliance hearings, as needed.

G. Throughout the term of the contract, attend meetings and provide monthly update reports, as needed.

III. HOUSING REHABILITATION SERVICES – RENTALS

A. Housing Rehabilitation Program General Oversight

Triad Associates shall represent the Municipality in carrying out all aspects of the proposed Rental Housing Rehabilitation Program in accordance with the guidelines and regulations included in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.14 of the regulations promulgated there under (the Rules), Services will include the following to complete an authorized number of cases in accordance with the time schedule determined by the Municipality:

1. Market the Housing Rehabilitation Program;
2. Maintain eligible contractor list including valid licenses and insurance;
3. Attend meetings as requested/required by the Municipality during the term of this engagement;
4. Present information to Municipality officials regarding cases processed, waitlists, program marketing, and opportunities to increase the scope of the Housing Rehabilitation Program; and
5. Prepare Status and Financial Reports, as requested.

B. Prepare or Update Operating Manual

Manual will include the following policy/procedures for Housing Rehab:

1. Eligible Participants
2. Program Funding Terms
3. Subordination Policy
4. Property Improvements
5. Rehabilitation Standards
6. Administrative Procedures
7. Contractor Requirements
8. Maintenance of Records and Client Files
9. Sample Forms and Agreements

C. Rental Housing Rehabilitation Case Management Services

1. Coordinate all aspects of the Housing Trust Fund Housing Rehab Program. This includes project file set-up, forms and contract review, application intake and processing procedures, file maintenance, eligibility criteria, etc.;
2. Initial Application review, client file initiation, preliminary documentation of work-up;

3. Respond to email and phone requests from applicants during waiting period;
4. Refresh application information when due for rehab;
5. Final review of intake process determining eligibility and letter of approval/denial to client;
6. Create and maintain case management tracking spreadsheet;
7. Coordinate initial inspection with Third Party Housing Rehabilitation Inspector and client;
8. Review Work Write-Ups from Third Party Housing Rehabilitation Inspector outlining deficiencies and work necessary to correct serious code violations;
9. Prepare and submit Section 106 Historic Preservation review documentation;
10. Prepare Bid Announcement and send to eligible contractors;
11. Conduct bid opening including tabulate and analyze bids, provide recommendation for selection of contractor, and email bid awards;
12. If two bids are not obtained, Triad staff will prepare re-bid – This will be billed hourly outside of per case fee;
13. Prepare construction contracts and loan documents;
14. Coordinate contract signing and pre-construction conference with homeowner and contractor (if needed);
15. Coordinate a job-site conference between homeowner, Third Party Housing Rehabilitation Inspector and contractor in conjunction with the City's construction Code Official;
16. Track progress of project and keep lines of communication open between homeowner, contractor, municipality and inspectors;
17. Coordinate interim and Final inspections with homeowner, contractor and Third Party Housing Rehab Inspector;
18. Obtain signatures from homeowners and contractors (see Forms Section of Housing Rehab Manual);
19. Update project file during the contract period;
20. Triad Rehabilitation Specialist will provide direct assistance in resolving contractor/ homeowner disputes that may arise during implementation, prepare Change Orders, attend project construction meetings, etc.;
21. Verify and obtain municipal code official approval of close-out of project, including permitting; and
22. Prepare Mortgage and Cover Sheet for City to file.

D. **Emergency Rehabilitation Case Management Services**:

1. Emergency Rehabilitation Case Management follows the same procedures as non-emergency Housing Rehab with the exception of the bidding process; Triad staff will obtain a minimum of two quotes from qualified contractors. If two quotes are not received, Triad staff will obtain approval from the City to accept the sole quote;
2. Triad Housing Rehabilitation staff may recommend full Housing Rehabilitation for cases where adequate funds have been retained for Emergency Rehabilitation needs but non-emergency code violations have been identified; and

3. Housing Rehabilitation cases in which emergency conditions are identified will be phased to address the emergency first followed by the remainder of the rehabilitation process.

E. THIRD-PARTY INSPECTION SERVICES *(Municipality will contract and pay them directly)*

1. Inspect dwellings being considered for the program funding, take required photographs and prepare a work write-up with an estimate of cost.
2. Conduct lead inspections and risk assessments of participating properties as required.
3. Conduct interim and final inspections of contracted work for release of payments to contractors.
4. Attend jobsite conferences as needed

IV. TRANSITION OF ADMINISTRATIVE AGENT SERVICES

A. Provide assistance with the transition of Administrative Agent duties from the Municipality to Triad. These services to include:

- Attendance at transition meetings with Triad and municipality representatives;
- Oversight of transferring of affordable housing documents;
- Processing outstanding preliminary applications/reviewing waiting lists;
- Notification to all homeowners, landlords and/or developers of Triad being the new Administrative Agent for the Municipality; and
- Any additional transition services, as needed.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated October 11, 2022 between **TRIAD ASSOCIATES** ("Consultant"), and **BOROUGH OF LITTLE FERRY** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

I. ADMINISTRATIVE AGENT SERVICES FOR RENTAL UNITS

Service	Fee	Paid by
Prepare/Update Operating Manual and/or Affirmative Marketing Plan, as needed	$150.00 per hour not to exceed $2,000.00 for each manual or Plan as needed	Principal
Affirmative Marketing: For NEW DEVELOPMENTS only, Consultant will be paid for Affirmative Marketing to Affordable Households, completion of randomization process (lottery) and the establishment of an applicant pool. Post Lottery: Wait list management fee will be charged.	$3,000.00 Lump sum fee plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage. *Direct costs not to exceed $750.00* Additional direct costs will be billed after prior approval from Principal	Principal or Developer if authorized by Ordinance
General Administration/Wait list Management • Maintain Waiting List/Applicant pool • Annual Letters to Tenants • Annual Rental Increase Allowances to Landlords	$200.00 per month plus direct costs for postage.	Principal or Developer under separate contract
Household Certifications – Rentals/Re-rentals: • Certify applicants for eligibility (Per case fee) • Certification fee may be charged if income qualification is required for Affordability Assistance Program	$950.00 for the completion of each Eligibility Certification or Denial	Principal or Developer under separate contract
Enforcement • Notifying absentee owners of compliance issues • Providing project status reports, as requested	$150.00 per hour as needed	Principal
Additional Services required to carry out responsibilities of an administrative agent, as requested.	$150.00 per hour with prior approval	Principal

II. TECHNICAL ASSISTANCE SERVICES

Service	Fee	Paid by
Program Consultant will be paid a fee for the provision of the following services: • Meet with Municipality designated staff to establish project implementation goals for contract year; • Meet with Municipality designated staff to review general oversight responsibilities of the Municipality, the Administrative Agent and the those of each project developer; • Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales Prices and/or Affirmative Marketing Plan, as needed; • Preparation of Mid-Point Reviews and Annual Reports as required by the Fair Share Housing Center; • Complete Annual Monitoring of all affordable units as follows and to obtain needed information: • Report any non-compliance identified to Municipal Solicitor and ensure all follow up notices and actions are taken; • Contact all Administrative Agents to obtain updated information on waiting lists, affirmative marketing efforts and lists of units sold or rented to date and current allowable rents from landlords; and • Contact all Group Home managers to obtain documentation on continued use and current licenses; • Provide technical assistance with affordable unit documentation required for Third Round Plan compliance and attend case management/compliance hearings, as needed. • Throughout the term of the contract, attend meetings and provide monthly update reports, as needed.	$150.00 per hour	Principal

III. HOUSING REHABILITATION PROGRAM – RENTAL UNITS

Service	Fee	Paid by
Fee for Preparation/Review of Policy & Procedure Manual to include affordability controls for COAH credit for compliance with court judgement and local rental and homeowner assistance	$150.00 per hour not to exceed $2,000.00 per manual as needed	Principal
• Market and outreach for Rental Rehab Program • Maintain Wait List • Qualify and maintain eligible contractor list	$150.00 per hour as needed, plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage.	Principal

Service	Fee	Paid by
Case Management Services (per case fee) as described in the scope of services Case Management Fee does not include inspection fees. Re-Bid – Refer to Exhibit A: III.C.12 in the Scope of Services	Case Management Services shall be $4,500.00 per case. In those instances where a property owner opts not to continue the project after entering into the Rehabilitation Program Agreement, but has not proceeded through the construction phase, compensation shall be prorated based on the amount of time and expense required up to time of withdrawal. Re-Bid - $150.00 an hour	Principal
Technical assistance and attendance at meetings with Municipality as required	Hourly at $150.00 per hour.	Principal

IV. TRANSITION OF ADMINISTRATIVE AGENT SERVICES

Service	Fee	Paid by
Program Consultant will be paid an hourly fee for provision of services to transition Administrative Agent Services from the Principal to the Consultant as outlined in the Scope of Services	$150.00 per hour	Principal

METHOD OF PAYMENT:

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Administrative Agent Services identified in Exhibit A.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

C.

Caring House Documentation

ZC
5783 MB
Record+Return to:
THE TITLE COMPANY OF JERSEY
Ocean City, New Jersey 08226
701 West Ave
6/16/98

Deed

12-074383 Deed - Low/Moderate Income
V Bk: 01111 Pg: 1694-1698 Rec. Fee $83.00
John S. Hogan, Bergen County Clerk
Recorded 08/02/2012 01:04:21 PM

This Deed is made on June 28, 2012
BETWEEN
PSCH - New Jersey, Inc. a not-for-profit corporation

a corporation of the state of **New Jersey**
having its principal office at
75 Essex Street, Hackensack, New Jersey 07601

referred to as the Grantor,
AND
CARING, Incorporated

a not-for-profit corporation of the State of New Jersey

whose post office address is
407 West Delilah Road, Pleasantville, New Jersey 08232

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Consideration	: $324,040.40
Realty Transfer Fee	: $586.25
State Portion	: $0.00
County Portion	: $324.50
Municipality Portion	: $261.75

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **$324,040.40**
Three Hundred Twenty-Four Thousand Forty Dollars and Forty Cents
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:26A-3) Municipality of **Little Ferry**
Block No. **47.02** Lot No. **40.05** Qualifier No. Account No.
☐ No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the **Borough** of **Little Ferry** County of **Bergen** and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)
BEING the same premises conveyed to PSCH - New Jersey, Inc. by deed from John R. Dauenhauer and Dolores J, Dauenhauer, f/k/a Dolores J. Aubrey, his wife, dated December 9, 1999 and recorded in the Bergen County Clerk's Office January 24, 2000, in Deed Book 8242 Page 815.

Prepared by:
Dianne M. Camelo, Esq.

(For Recorder's Use Only)

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www.aslegal.com 800.222.0510

The street address of the Property is:
118 Niehaus Avenue, Little Ferry, New Jersey 07643

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnessed or Attested by:

Sharone Hamilton, Secretary

PSCH - New Jersey, Inc.

By: Alan Weinstock, President

STATE OF NEW ~~JERSEY~~ YORK, COUNTY OF QUEENS SS:

I CERTIFY that on June 27, 2012

Alan Weinstock

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached Deed;
(b) was authorized to and did execute this Deed as **President** of **PSCH-New Jersey, Inc.** the entity named in this Deed;
(c) made this Deed for **$ $ 324,040.40** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
(d) executed this Deed as the act of the entity.

RECORD AND RETURN TO:
Mr. Daniel S. Oiserkis, Esq.
Fox Rothschild, LLP
Midtown Building
1301 Atalantic Avenue, Suite 1400
Atlantic City, New Jersey 08401-7212

Notary Public

Print name and title below signature

ALDKIDA D. JONES
Notary Public - State of New York
No. 01JO6128856
Qualified in Nassau County
My Commission Expires 06/20/2013

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SCHEDULE A

All that certain lot, piece or parcel of land with the buildings and improvements thereon erected lying and being in the Borough of Little Ferry, County of Bergen, State of New Jersey, more particularly described as follows:

BEGINNING at the intersection of the northerly line of Niehaus Avenue (50 foot right-of-way), with the easterly line of Robby Road (50 foot right-of-way), as shown on a map entitled "Subdivision Plat of Farmstead Park," filed June 1, 1965, as Map No. 6294; thence

1. Along the easterly right-of-way line of Robby Road, North 18 degrees 00 minutes 05 seconds East, a distance of 69.56 feet; thence

2. Along the southerly line Lot 40-N, as shown on a map entitled "Subdivision Plat Map No. 1, Property of Midwood Estates, Inc.," North 70 degrees 30 minutes 00 seconds East, a distance of 35.00 feet; thence

3. Along the southwesterly line of Lot 40-N, along the southwesterly line of La Rosa Drive and along the southwesterly line of Lot 40-M, as shown on said map, South 65 degrees 07 minutes 20 seconds East, a distance of 77.92 feet; thence

4. South 29 degrees 52 minutes 00 seconds West, a distance of 95.00 feet to the northeasterly right-of-way line of Niehaus Avenue; thence

5. Northwesterly, along the northeasterly right-of-way line of Niehaus Avenue, along a curve concave to the Southwest (curving to the left), with a radius of 150.00 feet, an arc distance of 51.82 feet to the point of tangency; thence

6. Continuing along the northerly right-of-way line of Niehaus Avenue, North 70 degrees 16 minutes 35 seconds West, a distance of 35.10 feet to the easterly right-of-way line of Robby Road and the **POINT OF BEGINNING.**

Being known as Tax Map Lot 40.05, Block 47.02, as shown on the official tax map of the Borough of Little Ferry, Bergen County, New Jersey.

This description in accordance with a survey made on the ground December 9, 1999, and a Plat of said survey by Teunisen Surveying & Planning Co., Inc., dated December 13, 1999.

GIT/REP-3
(5-12)

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (see Instructions, page 2):

Name(s) **PSCH-New Jersey, Inc.**

Current Resident Address **75 Essex Street**

City, Town, Post Office **Hackensack** State **NJ** Zip Code **07601**

PROPERTY INFORMATION (Brief Property Description):

Block(s) **47.02** Lot(s) **40.05** Qualifier

Street Address **118 Niehaus Avenue**

City, Town, Post Office **Little Ferry** State **NJ** Zip Code **07643**

Seller's Percentage of Ownership **100%** Consideration **$324,040.40** Closing Date 6/28/12

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and NON-residents):

1. ☐ I am a resident taxpayer (individual, estate or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
   ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐, I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

6/27/12
Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
By: Alan Weinstock, President

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }SS.

COUNTY Bergen County Municipal Code 07643

MUNICIPALITY OF PROPERTY LOCATION Little Ferry

FOR RECORDER'S USE ONLY
Consideration $ 324,040.40
RTF paid by seller $ 586.25 C
Date _____ By MRS

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(Instructions #3 and #4 on reverse side)*

Deponent, Susan L. Hacker (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Officer of the Title Company (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated June 28, 2012 transferring real property identified as Block number 47.02 Lot number 40.05 located at 118 Niehaus Avenue, Little Ferry, NJ (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 324040.40 (SH) *(Instructions #1 and #5 on reverse side)* ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$_____ ÷ _____% = $_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE *(Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by **C.** 49, **P.L.** 1968, as amended through **C.** 66, **P.L.** 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE *(Instruction #9 on reverse side)*
NOTE: All boxes below apply to grantor(s) *only*. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by **C.** 176, **P.L.** 1975, **C.** 113, **P.L.** 2004, and **C.** 66, **P.L.** 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over.* *(Instruction #9 on reverse side for A or B)*
B. **BLIND PERSON** Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet **all of the following** criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(Instruction #9 on reverse side)*
☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10, #12 on reverse side)*
☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ **"NEW CONSTRUCTION"** printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)*
☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, **P.L.** 1968, as amended through Chapter 33, **P.L.** 2006.

Subscribed and sworn to before me

PSCH- New Jersey, Inc.

A. U.S. Department of Housing and Urban Development	B. Type of Loan		
	1. [ ] FHA	2. [ ] FMHA	3. [ ] Conv. Unins.
	4. [ ] VA	5. [ ] Conv. Ins.	
	6. File Number: 611698	7. Loan Number:	
Settlement Statement	8. Mortgage Ins. Case No.		

C. Note:	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing; they are shown here for information purposes and are not included in the totals.
D. Name of Borrower:	CARING, Incorporated, 407 West Delilah Road, Pleasantville, NJ 08232
E. Name of Seller:	PSCH-NJ INC., 22-44 119th Street, College Point, NY 11356
F. Name of Lender:	
G. Property Location:	Lot 40.05, Block 47.02, Borough of Little Ferry 118 Niehaus Avenue, Little Ferry, NJ 07643
H. Settlement Agent:	The Title Company of Jersey(609) 398-3600
Place of Settlement:	701 West Avenue, Ocean City, NJ 08226
I. Settlement Date:	6/28/2012 Proration Date: 6/28/2012

100.	Gross amount due from borrower:		400.	Gross amount due to seller:	
101.	Contract sales price	324,040.40	401.	Contract sales price	324,040.40
102.	Personal property		402.	Personal property	
103.	Settlement charges to borrower (line 1400)	1,984.00	403.		
104.			404.		
105.	REIM OF SELLERS COSTS	781.25	405.	REIM OF SELLERS COSTS	781.25
106.	City/town taxes		406.	City/town taxes	
107.	County taxes		407.	County taxes	
108.	Assessments		408.	Assessments	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120.	Gross amount due from borrower:	326,785.65	420.	Gross amount due to seller:	324,821.65
201.	Deposit or earnest money		501.	Excess deposit (see instructions)	
202.	Principal amount of new loan(s)		502.	Settlement charges to seller (line 1400)	781.25
203.	Existing loan(s) taken subject to		503.	Existing loan(s) taken subject to	
204.			504.	Payoff of first mortgage loan	
205.			505.	Payoff of second mortgage loan	
206.			506.		
207.	MTG- DEPT OF HUMAN SERVICES	324,040.40	507.	MTG- DEPT OF HUMAN SERVICES	324,040.40
208.			508.		
209.			509.		
210.	City/town taxes		510.	City/town taxes	
211.	County taxes		511.	County taxes	
212.	Assessments		512.	Assessments	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220.	Total paid by/for borrower:	324,040.40	520.	Total reduction in amount due seller:	324,821.65
301.	Gross amount due from borrower (line 120)	326,785.65	501.	Gross amount due to seller (line 420)	324,821.65
302.	Less amount paid by/for borrower (line 220)	324,040.40	502.	Less total reduction in amount due seller(line 520)	324,821.65
303.	CASH (X)FROM ()TO BORROWER	2,745.25	503.	CASH ()FROM ()TO SELLER	0.00

SELLER'S AND PURCHASER'S STATEMENT - Seller's and Purchaser's signature hereon acknowledges their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceeding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between the Seller and Purchaser.

PSCH-NJ INC.

Alan M. Weinstock

President + CEO

CARING, Incorporated

Barbara Jewell

President

L. Settlement Charges				File Number: 611698
700.	Total sales/broker commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
	Division of commission (line 700) as follows:			
701.	$			
702.	$			
703.	Commission paid at settlement			
704.				
705.				
800.	Items payable in connection with loan			
801.	Loan origination fee			
802.	Loan discount			
803.	Appraisal fee			
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.				
809.				
810.				
811.				
812.				
900.	Items required by lender to be paid in advance			
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for			
904.	Flood Insurance Premium			
905.				
1000.	Reserves deposited with lender			
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments (maint.)			
1006.	Flood Insurance			
1007.				
1008.				
1009.	Aggregate Adjustment			
1100.	Title charges			
1101.	Settlement or closing fee	to The Title Company of Jersey	150.00	150.00
1102.	Abstract or title search			
1103.	Title examination			
1104.	Title insurance binder			
1105.	Document preparation			
1106.	Notary fees			
1107.	Attorney's fees to			
	includes above items no.:			
1108.	Title insurance	to The Title Company of Jersey	1,654.00	
	includes above items no.:			
1109.	Lender's coverage			
1110.	Owner's coverage	$324,040.40 $1,654.00		
1111.	Mortgage Satisfaction Service			
1112.	overnight mailing			
1113.				
1114.	Professional services & Reim	to Levy, Stopol & Camelo, LLP POCS 1000.50		
1115.				
1116.				
1117.				
1118.				
1200.	Government recording and transfer charges			
1201.	Recording fees:	Deed $85.00 Mortgage $75.00 Release $45.00	160.00	45.00
1202.	City/county tax/stamps:			
1203.	State tax/stamps:	Deed $586.25		586.25
1204.				
1205.				
1206.	N.J. Buyer's Fee 1%			
1207.	N.J. Gross Withholding 2%			
1300.	Additional settlement charges			
1301.	Survey			
1302.	Pest inspection			
1303.				
1304.				
1305.				
1306.				
1307.				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		1,964.00	781.25

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

SELLER'S AND/OR BORROWER'S STATEMENT Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for check-writing and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Borrowers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The Settlement Agent does not warrant or represent the accuracy of information provided by third parties, including that information provided on the last page of this HUD form or POC items, and the parties hold harmless the settlement agent as to any inaccuracy of such items.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

CARING, Incorporated
Barbara Jewell

ESCH-NJ INC.
Alan M. Weinstock

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

The Title Company of Jersey

6/29/12
Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

POC(B) represents paid outside of closing by borrower, POC(S) represents paid outside of closing by the seller, POC(L) represents paid outside of closing by lender, and POC(M) represents paid outside of closing by mortgage broker.

Council on Affordable Housing (COAH)
Supportive and Special Needs Housing Survey

Municipality: Little Ferry County: Bergen

Sponsor: CARINGHouse Projects, Inc. Developer: CARINGHouse Projects, Inc.

Block: 47.02 Lot: 40.05 Street Address 118 Niehaus Avenue, Little Ferry, NJ 07643

Facility Name: CARINGHouse 35

Section 1: Type of Facility:

- [x] Licensed Group Home
- [ ] Transitional facility for the homeless (**not eligible** for COAH credit after June 2, 2008)
- [ ] Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- [ ] Permanent supportive housing
- [ ] Supportive shared housing
- [ ] Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- [ ] Capital Application Funding Unit $_____
- [ ] HMFA Special Needs Housing Trust Fund $_____
- [ ] Balanced Housing – Amount $_____
- [ ] HUD – Amount $_____ Program_____
- [ ] Federal Home Loan Bank – Amount $_____
- [ ] Farmers Home Administration – Amount $_____
- [ ] Development fees – Amount $_____
- [ ] Bank financing – Amount $_____
- [x] Other – Please specify: DDD Funded acquisition.

- [ ] For proposed projects, please submit a pro forma
- [ ] Municipal resolution to commit funding, if applicable
- [ ] Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households _____
Low-income clients/households _____
Moderate-income clients/households _____
Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units 4, including:

# of very low-income units 4
# of low-income units ____
# of moderate-income units____
# of market-income units _____

Section 5:

Length of Controls: _____ years

Effective Date of Controls: _ _/_ _/_ _

Expiration Date of Controls: _ _/_ _/_ _

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

- [ ] CO Date: unknown

For licensed facilities, indicate licensing agency:

[x] DDD [ ] DMHS [ ] DHSS [ ] DCA [ ] DCF

[ ] Other _____

Initial License Date: 06/28/12

Current License Date: 07/31/20

Section 7:

Has the project received project-based rental assistance? x Yes ___No; Length of commitment: renewed annually

Other operating subsidy sources: Supportive Housing Connection (SHC); Length of commitment: renewed annually

Is the subsidy renewable? x Yes ___No

Section 8: The following verification is attached:

- [ ] Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- [ ] Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? x Yes___No
Population Served (describe): Adults with Developmental Disabilities

Age-restricted? ___Yes x No

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes x No

Section 10: Affirmative Marketing Strategy (check all that apply):

- [x] DDD/DMHS/DHSS waiting list
- [ ] Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ 6/10/20
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

License No. GH867A

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

Caringhouse Projects, Inc.

407 W. Delilah Road
Pleasantville, NJ 08232

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

Group Home Developmental Disability

for 5 individuals

at

118 NIEHAUS AVENUE
LITTLE FERRY, NJ 07643

This License is effective from 07/31/2019 to 07/31/2020

Carole Johnson, Commissioner, Department of Human Services

D.

Advance Housing Documentation

1. Type of facility (i.e. group home, supportive shared living facility, residential health care facility, etc.)

Supportive Housing.

2. Project street address; lot and block #s; site acreage and description (for example, 1/4 acre lot containing an existing 3 bedroom dwelling)

1 East Gate,
Little Ferry, NJ 07643
Block 6-B (6.03)
Lot 9
An existing single family 3 bedroom house on a lot

3. Project sponsor (name, address, contact info - basically - you, your organization)

Project Sponsor: Advance Housing , Inc.
100 First Street, Suite 203
Hackensack, NJ 07601

4. Name of facility.

Project name: Advance Housing 2000, Inc.
This project is scattered site and encompasses the following properties:

1266 Teaneck Road #2, Teaneck, NJ
1266 Teaneck Road, #3, Teaneck, NJ
1 East Gate, Little Ferry, NJ
75 Union #4A, Hackensack, NJ
202 E. Terhune, Lodi, NJ

5. Number of bedrooms in facility; number of occupants per bedroom.

3 bedrooms, 1 occupant per bedroom.

6. Sources of funding for the project (i.e., capital funding from State, Balanced Housing, DDD, other - please explain how funded initially and on a continuing basis)

Property and house were donated. Deed transfer on November 21, 2000. Appraised at $180,000.
Rental subsidy provide by HUD 811 program.
Consumers pay 30% of their income as rent and the subsidy pays the balance.

7. Income level of residents (i.e., low income, low and moderate income, SSI, etc.)

All residents are very low income.

8. Is there a deed restriction applicable to the property? Are there contractual obligations to maintain the site for the current purpose? Please provide copies of contracts or of any deed restriction applicable to property.

Property is restricted to serve very low income people with disabilities until 2042. Mortgage and Mortgage note attached.

9. Licensed by what agency(ies)? Date of initial license for this facility?

Licensed by Department of Human Services, Division of mental Health Services. Initial licensing effective July 22, 2004.

10. Date of initial Certificate of Occupancy for this facility or date of initial occupancy of this facility if no CO required.

Initial CO 1/22/03.

11. Describe the population served - i.e. purpose of facility; are all residents aged 18 or over? is the project restricted to persons over age 55 or over age 62?

Purpose is to provide supportive services to individuals at their homes to maintain stability within the community. The population is restricted to adults (18 years of age or older) with disabilities.

12. How do you find new occupants/market the facility? (i.e., DDD or other waiting list?)

Advance Housing 2000 Inc. has an Affirmative Fair Housing marketing Plan as required by HUD. Additionally, advance Housing abides by fair housing laws and maintains a waiting list.

Capital Advance Program
Mortgage Note

Supportive Housing under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act of 1990

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

NO. 031-HD101
ADVANCE SUPPORTIVE HOUSING PROJECT I

COPY

Project Number	Project Name
031-HD101	ADVANCE SUPPORTIVE HOUSING PROJECT I

Location: 1266 TEANECK RD, UNIT 2 &3, TEANECK,NJ
1 EAST GATE, LITTLE FERRY, NJ; 75 UNION ST. UNIT 4A, HACKENSACK, NJ; 202 E TERHUNE AVE. LODI, NJ

Date: SEPTEMBER 26, 2002

$ 474,300.00 (Maximum)

Maturity Date: 12/26/2042

For Value Received, the undersigned Owner promises to pay to the order of the Secretary of Housing and Urban Development (HUD) the maximum principal sum of FOUR HUNDRED SEVENTY FOUR THOUSAND THREE HUNDRED DOLLARS ($474,300.00) or such lesser amount as shall be endorsed on this instrument by HUD. This Note shall bear no interest and repayment is not required so long as the housing remains available for very low-income elderly persons or very low-income persons with disabilities (whichever is applicable) in accordance with Section 202 of the Housing Act 1959 or Section 811 of the National Affordable Housing Act of 1990 (whichever is applicable), the Regulatory Agreement and Regulations.

The debt evidenced by this Note may not be prepaid prior to the maturity date hereof without the prior written approval of HUD.

Provided that (1) the housing has remained available for occupancy by eligible families until the maturity date of the Note, and (2) the Note has not otherwise become due and payable by reason of defaults under the Note, Mortgage or Regulatory Agreement, on that date the Note shall be deemed to be paid and discharged.

If default be made by the Owner under the terms of this Note, Mortgage, the Regulatory Agreement or the Regulations, at the option of the holder of this Note, the entire principal sum shall at once become due and payable without notice. Interest per annum at a rate equal 5.75%, shall be payable on demand with respect to the payment of principal upon default. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default if payment is collected by an attorney at law, the undersigned hereby agrees to pay all costs of collection including reasonable attorney's fee.

All parties of this Note hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor.

In Witness Whereof, the Owner Corporation named below has caused this Note to be executed in its named and under its corporate seal by its duly authorized officers as the date shown above.

Corporate Seal

(Name of Owner Corporation)
ADVANCE HOUSING 2000, INC.

By (President)
SUSAN DEVLIN, PRESIDENT Susan Devlin

Attest By (Secretary)
MARY ROSSETTINI, SECRETARY Mary Rossettini

I hereby certify that this is the Note described in and secured by a mortgage (deed of trust) and use agreement of even date herewith and in the same principal amount is herein stated on real estate in the County of BERGEN,

State of NEW JERSEY. Dated this 26TH day of SEPTEMBER, 2002, XX.

Notary Public

ATTORNEY AT LAW OF NJ

My commission expires

Endorsement for the Reduction of Principal

The face amount of the within Note is hereby reduced to the principal sum of _____ Dollars ($ _____).

By (Authorized Agent)

The Secretary of Housing and Urban Development

Capital Advance Program
Instructions for the Preparation of
Mortgage, ~~Deed of Trust~~, and
~~Security Deed~~ Assignment
of Rent

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470 (exp. 12/31/96)

No. 031-HD101
Advance Supportive
Housing Project I

Under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0470), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the projects meet statutory requirements, ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Use the current FHA corporate mortgage, deed of trust, or security deed form applicable to the jurisdiction in which the mortgage premises are located to prepare the Section 202 or Section 811 mortgage, deed of trust or security deed.

Appropriate modifications will be needed to show that the Secretary of Housing and Urban Development is making a capital advance rather than insuring a loan and to delete all references to mortgage insurance. A sample form is shown below and on the following pages showing these changes and others (note especially paragraphs 10, 19 and 20) pertinent to the special features of the Section 202 or Section 811 program.

Sample Mortgage Form:

This Indenture, made this 26 day of September, ~~19~~ 2002, between ADVANCE HOUSING 2000, INC., 100 First Street, Suite 203, Hackensack, NJ, 07601

organized and existing under the laws of New Jersey, a corporation and the United States of America acting by and through the Secretary of Housing and Urban Development, hereinafter referred to as Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee in the principal (capital advance amount) sum of Four Hundred Seventy Four Thousand Three Hundred Dollars ($ 474,300.00), evidenced by its note of even date herewith, said principal being payable provided in said note with a final maturity of _____, which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and the performance of the covenants and agreements herein contained, does by these presents Convey, Mortgage, and Warrant unto the Mortgagee, successors or assigns, the following-described real estate situate, lying, and being in the Township of Teaneck, the Borough of Little Ferry, the City of Hackensack; and the Borough of Lodi, in the County of Bergen, and the State of New Jersey, to wit:

as more fully described in Schedule A attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises; including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water boilers, stoves and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, blinds, and other furnishings; all of which apparatus, fixtures, and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof; and including all furnishings now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution therefor; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

To Have And To Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, successors and assigns, forever, for the purposes and uses herein set forth.

And Said Mortgagor covenants and agrees:

1. That it will pay the Mortgage Note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That the Regulatory Agreement, executed by the Mortgagor and the Secretary of Housing and Urban Development, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement, the Mortgagee, at his/her option, may declare the whole indebtedness secured to be due and payable;
4. That all rents, profits and income from the property covered by this Mortgage are hereby assigned to the Mortgagee for the purpose of discharging the debt hereby secured. Permission is hereby given to Mortgagor so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement;

5. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom.

6. That at the option of the Mortgagor the principal balance secured hereby may be adjusted on terms acceptable to the Mortgagee if partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income;

7. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty per centrum (80%) of the insurable values or not less than the principal sum of the Mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee Clause with loss payable to the Mortgagee, as interest may appear, and shall be deposited with the Mortgagee;

That if the premises covered hereby, or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company, to the extent of the principal sum remaining, shall be paid to the Mortgagee, and, at his/her option, may be applied to the debt or released for the repairing or rebuilding of the premises;

8. That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittance thereof and to appeal from any such award;

9. That it is lawfully seized and possessed of said real estate in fee simple and has good right to convey same;

10. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; that it will not make any structural alterations to the building without the written consent of the Mortgagee; to pay to the Mortgagee, or deposit in an escrow account acceptable to the Mortgagee, as hereinafter provided, until the final maturity date, a sum sufficient to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the Mortgagor or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagor for the payment of such taxes and special assessments as hereinafter provided in subparagraph 17;

11. In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrances, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in the Mortgagee's discretion he/she may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this Mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor, and shall bear interest at the rate to be specified by the Mortgagee from the date of advance until paid, and shall be due and payable on demand;

12. It is expressly provided, however (all other provisions of this Mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall he/she have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessments, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagor shall deposit with the Mortgagee an amount estimated by the Mortgagee sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest;

13. That it will not voluntarily create or permit to be created against the property subject to this Mortgage any lien or liens inferior or superior to the lien of this Mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any all buildings now being erected or to be erected on said premises;

14. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of applicable fire rating or inspection organization, bureau, association, or office. In the event the Mortgagor shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable;

15. The Mortgagor covenants and agrees that so long as this Mortgage and the said note secured hereby are outstanding, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, national origin, sex, familial status, handicap, age, or creed, unless permitted by the Housing Act of 1959 or the National Affordable Housing Act and the HUD regulations promulgated thereunder.

16. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a Capital Advance Agreement between the Mortgagor and Mortgagee dated July 5 ~~19~~ 2002, which Capital Advance Agreement (except such part or parts thereof as may be inconsistent therewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage; and if the construction of the improvements to be made pursuant to said Capital Advance Agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon said premises, employ watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said buildings, to make and enter into any contracts and obligations wherever necessary, either in his/her own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of portions of the principal of the indebtedness secured thereby) shall be additionally secured by

this Mortgage and shall be due and payable on demand with interest at the rate to be specified by the Mortgagee. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this Mortgage and the note securing the same, become due [illegible] payable on the failure of the Mortgagor to keep and perform any the covenants, conditions, and agreements of said Capital Advance Agreement. This covenant shall be terminated upon completion of the improvements to the satisfaction of the Mortgagee and the making of the final payment as provided in said Capital Advance Agreement;

17. The Mortgagor, will pay to the Mortgagee as required, until the final maturity date, a sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by the Mortgage, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes, and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and special assessments shall become due.

18. Any excess funds accumulated under the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under the preceding paragraph shall be credited to the principal of the Mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and

19. That the Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

20. That so long as the Mortgage and Note secured hereby are outstanding, it will not (a) rent dwelling accommodations in the mortgaged premises in excess of the rates approved by the Mortgagee or for periods of less than one month; (b) rent the premises as an entirety; (c) rent the premises or any part thereof to any persons for the purpose of subleasing; (d) rent the premises or permit its use for hotel or transient purposes; (e) require of any tenant as a condition of occupancy lifelease contracts, fees or other payments over and above those for rents, utilities, and collateral services.

21. In The Event of default in making any payment provided for herein or in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant herein stipulated, then the whole of said principal sum shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this Mortgage;

22. And In Case Of Foreclosure of this Mortgage by said Mortgagee i any court of law or equity, a reasonable sum shall be allowed for th solicitor's fees of the complainant, not to exceed in any case fiv percentum (5%) of the amount of the principal indebtedness found t be due, and the stenographer's fees of the complainant in suc proceeding, and costs of minutes of foreclosure, master's fees, and a other costs of suit, and also for all outlays of documentary evidenc and the cost of a complete abstract of title for the purpose of suc foreclosure; and in case of any other suit, or legal proceedin instituted by the Mortgagee to enforce the provisions of this Mortgag or in case of any suit or legal proceeding wherein the Mortgagee sha be made a party thereto by reason of this Mortgage, its costs an expenses, and the reasonable fees and charges of the attorneys c solicitors of the Mortgagee, so made parties, for services in such su or proceedings, shall be further lien and charge upon said premise under this Mortgage, and all such expenses shall become so muc additional indebtedness secured hereby and be allowed in any decre foreclosing this Mortgage;

23. And There Shall Be Included in any decree foreclosing this Mor gage and be paid out of the proceeds of any sale made in pursuance any such decree: (1) All the costs of such suit or suits, advertisin sale, and conveyance, including attorney's, solicitors', and stenogr phers' fees, outlays for documentary evidence and cost of said abstra and examination of title; (2) All the moneys advanced by the Mor gagee, if any, for any purpose authorized in the mortgage, wi interest on such advances at the rate specified by the Mortgagee, fro the time such advances are made; (3) All the accrued interest remai ing unpaid on the indebtedness hereby secured; (4) All the sa principal sum. The over-plus of the proceeds of sale, if any, shall th be paid as the court may direct;

24. A Reconveyance of said premises shall be made by the Mortgagee the Mortgagor on full payment of the indebtedness aforesaid, performance of the covenants and agreements herein made the Mo gagor, and the payment of the sums owed under the terms of the said no

25. It Is Expressly Agreed that no extension of the time for payment the debt hereby secured given by the Mortgagee to any successor interest of the Mortgagor shall operate to release, in any manner, t original liability of the Mortgagor;

26. The Mortgagor hereby waives any and all rights of redemption fro sale under any order or decree of foreclosure of this Mortgage on own behalf and on behalf of each and every person except decree judgment creditors of the Mortgagor acquiring any interest in or t to the premises subsequent to the date of this Mortgage;

27. The Covenants Herein Contained shall bind, and the benefits a advantages shall inure to, the successors and assigns of the respecti parties hereto. Wherever used, the singular number shall be plural, plural the singular, and the use of any gender shall be applicable to genders.

In Witness Whereof, the Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its President Susan Devlin and attested by its Secretary, Mary Rossettini on the day and year first above written, pursuant to authority given by resolution duly passed by the Board of Trustees of said corporation.

[Corporate Seal]

ADVANCE HOUSING 2000, INC.

By: Susan Devlin

Susan Devlin, President

Attest

Mary Rossettini

By: Mary Rossettini, Secretary

State of New Jersey)
)
County of Bergen)
)

I, MICHAEL P. KATES, AN ATTORNEY AT LAW OF N.J. ~~a Notary Public~~, in and for said County, in the Sta aforesaid, do hereby certify that Susan Devlin and Mary Rossettini, personally know to me to be the same persons whose names are respectively as President and Secretary of ADVANCE HOUSING 2000, INC., , subscribed to the foregoing instrument, appeared before me in person and several acknowledged that they, being thereunto duly authorized, signed, sealed with corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of September, AD 2002,

[Seal]

My commission expires _____

Notary Public

AN ATTORNEY AT LAW OF N.J.

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Little Ferry County: Bergen

Sponsor: HUD PRAC 811 Developer:

Block: 6.03 Lot: 9 Street Address: 1 East Gate, Little Ferry NJ 07643

Facility Name: Advance Housing, Inc.

Section 1: Type of Facility:

- ❑ Licensed Group Home
- ❑ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ❑ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ❑ Permanent supportive housing
- **X Supportive** shared housing
- ❑ Other Please Specify:

Section 2: Sources and amount of funding committed to the project:

Capital Application Funding Unit $
HMFA Special Needs Housing Trust Fund $
Balanced Housing – Amount $
X HUD – Amount $ 9,900 Program: PRAC 811
Federal Home Loan Bank – Amount $
Farmers Home Administration Amount $
Development fees – Amount $
Bank financing – Amount $
Other – Please specify:

For proposed projects, please submit a pro forma
Municipal resolution to commit funding, if applicable
Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for: 3 bedroom (BS)

Very low-income clients households _X_
Low-income clients households _____
Moderate-income clients households _____
Market-income clients households _____

Section 4: For permanent supportive housing:

Total # of units N/A, including:

# of very low-income units
# of low-income units
# of moderate-income units
# of market-income units

Section 5:

Length of Controls: 19 years

Effective Date of Controls: 02/05/2003

Expiration Date of Controls: N/A

Average Length of Stay: N/A months (transitional facilities only)

Section 6:

❑ CO Date: N/A

For licensed facilities, indicate licensing agency:

DDD X DMHS DHSS DCA DCF

Other

Initial License Date:

Current License Date: 07/19/22

Section 7:

Has the project received project-based rental assistance? X Yes No. Length of commitment:

Other operating subsidy sources: ; Length of commitment: annual

Is the subsidy renewable? X Yes No

Section 10: affirmative Marketing Strategy (check all that apply):

- ❑ X DDD DMHS DHSS waiting list Bergen County continue of care
- ❑ X Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Bina Shah
Project Administrator Date 09/19/2022

Certified by:
Municipal Housing Liaison Date

License No. GH867A

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

Caringhouse Projects, Inc.

407 W. Delilah Road
Pleasantville, NJ 08232

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

Group Home Developmental Disability

for 5 individuals

at

118 NIEHAUS AVENUE
LITTLE FERRY, NJ 07643

This License is effective from 07/31/2019 to 07/31/2020

Carole Johnson, Commissioner, Department of Human Services

E.

Royale Realty Documentation

	Aye	Nay	Absent	Abstain	No Vote
Anzalone	X				
Henriquez	X				
Muller	X				
Sarlo	X				
Lanum			X		
Steinhilber	X				
Raguseo (Tie Only)					
Vote Total	5	0	1	0	0

DATE: August 9, 2016

RESOLUTION # 228

MOTION BY: C/P Henriquez

SECONDED BY: C/W Steinhilber

Re: Authorizing Royale Realty, LLC to Provide to the Borough of Little Ferry 2 Affordable Housing Units Located at 129 Woodland Avenue in Lieu of the 2 Units Previously Required to be Provided as Part of the Royale Realty Development Located at 273, 277 and 281 Main Street.

WHEREAS, pursuant to the Planning Board Resolution dated August 15, 2007, Royale Realty, LLC, (hereinafter "Royale Realty") as a condition of Site Plan Approval was required to designate two of the twenty-four units located at 273, 277 and 281 Main Street, Little Ferry, New Jersey as affordable housing and restrict them as appropriate so that the Borough of Little Ferry receives credit towards its fair share housing obligation; and

WHEREAS, Royale Realty has requested approval to provide the aforesaid two affordable housing units at 129 Woodland Avenue, in the Borough of Little Ferry, in lieu of the two units required at 273, 277 and 281 Main Street; and

WHEREAS, the Mayor and Council have agreed to allow the two affordable housing units required as a condition of the Royale Realty's approval to be provided at 129 Woodland Avenue [to wit: off-site but within the Borough of Little Ferry] in lieu of the two units located at 273, 277 and 281 Main Street; and

WHEREAS, the approval of the substituted units is specifically conditioned upon the said units meeting all local and state requirements in an appropriate manner so that the Borough of Little Ferry receives credit towards its fair share housing obligation;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Little Ferry, County of Bergen and State of New Jersey that Royale Realty, LLC is hereby authorized to provide two affordable housing units to be located at 129 Woodland Avenue, Little Ferry, in lieu of the two units previously required to be provided at 273, 277 and 281 Main Street pursuant to the Planning Board Site Plan Approval Resolution dated August 15, 2007; and

BE IT FURTHER RESOLVED that the substitution of the said affordable housing units set forth in this resolution is specifically contingent upon the units at 129 Woodland Avenue meeting all affordable housing rules, regulations and requirements and that the units be deed restricted as appropriate so that the Borough of Little Ferry receives credit towards its fair share housing obligation.

ATTEST:

Barbara Maldonado,
Borough Clerk

Mauro Raguseo, Mayor

I hereby certify the foregoing to be a true copy of a resolution adopted by the Mayor and Council at a meeting held on August 9, 2016.

Barbara Maldonado, Borough Clerk

Borough of Little Ferry
215-217 Liberty St
Little Ferry NJ 07643
(201)641-2942

CERTIFICATE

0230 - LITTLE FERRY BORO

Date Issued: 07/19/2016
Permit #
Certificate: 1362.1

IDENTIFICATION

Block 13 Lot 62 Qualifier
Work Site Location 129 WOODLAND AVE
Little Ferry, NJ 07643

Owner in Fee PINKOWSKI JAMES E & EILEEN
Address 178 BERNARD DRIVE
MANAHAWKIN, NJ 08050

Telephone (201) 000-0000
Contractor
Address

Telephone
Lic No/Bldrs Reg No.

Home Imprv. Reg No. / Exempt
Reason -

Home Warranty No.
Type of Warranty Plan
Use Group
Maximum Live Load
Construction Class
Max. Occupancy Load

Description of Work/Use
CCO - SALE OF 2 FAMILY HOME 129 WOODLAND AVE, LITTLE FERRY. SMOKE DETECTOR, CARBON MONOXIDE, FIRE EXTINGUISHER. (PINKOWSKI JAMES E & EILEEN TO MAUREEN EMICH).

☐ **CERTIFICATE OF OCCUPANCY**

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

☐ **CERTIFICATE OF APPROVAL**

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

☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____or will be

☐ **CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17**

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

[ ] Total removal of lead-based paint hazards in scope of work
[ ] Partial or limited time period (0 years); see file

☒ **CERTIFICATE OF CONTINUED OCCUPANCY**

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

☐ **CERTIFICATE OF COMPLIANCE**

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

_____ .

CONSTRUCTION OFFICIAL

Fee $100.00
Paid [$100.00]
Collected by: BS

Check No. 5410

PermitsNJ

PNJF260 rev. (5/2013)
Printed On: 07/19/2016 10:59



John S. Hogan
Bergen County Clerk

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergencountyclerk.org/

INSTRUMENT # 17-013118
V 02531 0241
RECORDED DATE: 02/08/2017 01:49:28 PM

Document Type: Deed	**Transaction #:** 7407670 **Document Page Count:** 5 **Operator Id:** CLERK

RETURN TO:

CULLEN AND DYKMAN LLP
433 HACKENSACK AVENUE
HACKENSACK NJ 07601

SUBMITTED BY:

PRIMARY NAME	SECONDARY NAME
DEVELOPMENT DIRECTIONS LLC	ROYALE REALTY LLC

ASSOCIATED DOCUMENT(S):

MUNICIPALITY: LITTLE FERRY
LOT: 62
BLOCK: 13

FEES / TAXES:

Recording:	$83.00
Total:	$83.00

INSTRUMENT #: 17-013118
Recorded Date: 02/08/2017 01:49:28 PM

I hereby CERTIFY that this document is recorded in the Clerk's Office in Bergen County, New Jersey.

John S. Hogan
Bergen County Clerk

OFFICIAL RECORDING COVER PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

This is not an official document

17-013118 Deed
V Bk: 02531 Pg: 0241-0246 Rec. Fee $83.00
John S. Hogan, Bergen County Clerk
Recorded 02/08/2017 01:49:28 PM

2
5P
83

DEED RESTRICTION

THIS DEED RESTRICTION, entered into as of this the 23rd day of December, 2016, by and between Development Directions LLC(the "Administrative Agent"), or its successor, acting on behalf of the Borough of Little Ferry (the "Municipality"), with offices at 100 Barrack Street, Trenton, New Jersey 08608, and Royale Realty, LLC a New Jersey limited liability company having offices at 45 Crest Drive South, Cresskill, New Jersey 07626 the developer/sponsor (the "Owner") of a residential moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding a rental project located within the Municipality, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, including but not limited to two (2) rental dwelling unts, located in the Borough of Little Ferry, County of Bergen, State of New Jersey, and described more specifically as Block No. 13 Lot No. 62, and known by the street address:

129 Woodland Avenue
Little Ferry, New Jersey 07643

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for a period of thirty (30) years (the "Control Period"), commencing upon the earlier of the date hereof or the date on which the first certified household occupies a unit at the Property, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, the Property shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the Property

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is located elects to release the Property from such requirements which the Borough of Little Ferry has elected to release the Property from this Deed Restriction at the expiration of a period of thirty (30) years as calculated above. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least thirty (30) years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and

2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq., the "Uniform Controls").

B. The two (2) rental dwelling units at the Property shall be used solely for the purpose of providing two (2) rental dwelling units for moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.

C. No improvements may be made to the Property that would affect the bedroom configuration of any of its two (2) dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.

D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.

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E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

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

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

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

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R&R
Cullen & Dykman LLP
433 Hackensack Ave
12th Fl
Hackensack, NJ 07601

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

DEVELOPMENT DIRECTIONS LLC

BY: _____
Name:
Title:

ROYALE REALTY, LLC

BY: _____
Name: Maureen Emich
Title: Managing Member

APPROVED BY BOROUGH OF LITTLE FERRY

BY: _____
Name: Mauro D. Raguseo
Title: Mayor

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ACKNOWLEDGEMENTS

On this the 9th day of January, 2017 before me came Robin Lospinoso, to me known and known to me to be the Administrative Agent for the Borough of Little Ferry, who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

NOTARY PUBLIC

STEPHANIE A. WELCH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 25, 2019

On this the 13th day of December, 2016 before me came Maureen Emich, to me known and known to me to be the Managing Member of Royale Realty, LLC, the Owner of the Property, who states that she is duly authorized to execute said Agreement on behalf of Royale Realty, LLC, and that she has so executed the foregoing Agreement for the purposes stated therein.

Barbara Maldonado
NOTARY PUBLIC

BARBARA MALDONADO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/30/2020

On this the 23rd day of December, 2016 before me came Mauro D. Ragusso known and known to me to be the Mayor of the Borough of Little Ferry, the Municipality identified as such in the foregoing Agreement, who states that (s) he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein.

Barbara Maldonado
NOTARY PUBLIC

BARBARA MALDONADO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/30/2020

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BOROUGH OF LITTLE FERRY
DATE: JUNE 14, 2022

RESOLUTION NO. 206

	Motion By	Second By	Aye	Nay	Absent	Abstain	No Vote
Anzalone			X				
Lange			X				
Lanum	X		X				
Muller			X				
Sarlo					X		
Steinhilber		X	X				
Raguseo (Tie Only)							
Vote Total			5	0	1	0	0

BM

Re: Ratifying Authorization for the Borough to Enter Into an Agreement With Triad Advisory Services, Inc., Trading as Triad Associates for Affordable Housing Administrative Agent Services Regarding Royale Realty's Affordable Units

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WHEREAS, in order for the Borough to be compliant with NJAC 5:97-9-1"a", (New Jersey Council on Affordable Housing 3rd Round Substantive Rule), the Borough of Little Ferry needs to provide Administrative Agent Services for affordable housing units of Royale Realty located at 129 Woodland Ave., Block 13, Lot 62; and

WHEREAS, in accordance with NJAC 5:97-91"a", the Borough is required to enter into a contract with a qualified experienced Administrative Agent; and

WHEREAS, Triad Advisory Services, Inc., trading as Triad Associates, has the experience and is qualified to provide such services; and

WHEREAS, a telephone poll was necessary to engage the services of an Administrative Agent in order for the Borough to comply with a court deadline regarding Affordable Housing Monitoring; and

WHEREAS, all members of the Council voted in the affirmative; and

WHEREAS, a certified copy of the telephone poll is attached to this resolution.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Little Ferry, County of Bergen, State of New Jersey that the Mayor and Clerk are hereby authorized to execute an agreement with Triad Advisory Services, Inc., trading as Triad Associates, to provide Affordable Housing Administrative Agent Services regarding Royale Realty's two affordable units located at 129 Woodland Ave., Block 13, Lot 62 with agreement to expire on December 31, 2022.

ATTEST:

Barbara Maldonado,
Borough Clerk

Mauro Raguseo, Mayor

I hereby certify the foregoing to be a true copy of a resolution adopted by the Mayor and Council at a meeting held on June 14, 2022.

Barbara Maldonado,
Borough Clerk

TELEPHONE POLL TAKEN 6/10/2022– AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH TRIAD ADVISORY SERVICES, INC. TO PROVIDE AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES FOR ROYALE REALTY'S TWO RENTAL UNITS FOR 2022 WITH A RATIFYING RESOLUTION AT THE NEXT MAYOR AND COUNCIL MEETING.

COUNCILMAN RONALD ANZALONE: YES

COUNCILWOMAN JENIFER LANGE: YES

COUNCILMAN STEPHEN LANUM: YES

COUNCILMAN GEORGE MULLER: YES

COUNCILMAN THOMAS SARLO: YES

COUNCILWOMAN PEGGY STEINHILBER: YES

I, BARBARA MALDONADO, BOROUGH CLERK OF THE BOROUGH OF LITTLE FERRY, DO HEREBY CERTIFY THAT THE ABOVE MENTIONED IS AN ACCURATE RESULT OF A TELEPHONE POLL TAKEN ON THE 10TH DAY OF JUNE, 2022.

Barbara Maldonado

BARBARA MALDONADO, BOROUGH CLERK

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made June 9, 2022 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **BOROUGH OF LITTLE FERRY**, 215-217 Liberty Street, Little Ferry, New Jersey 07643 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description and Scope of Services" (the "Services"), attached and made a part of this Agreement, for the term April 1, 2022 through December 31, 2022, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.

2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.

3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.

4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.

5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).

7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.

8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.

9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.

10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.

11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.

12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.

13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.

14. Consultant reserves the right to cease performance under this Agreement due to:
    a. Principal's nonpayment of compensation as required by Exhibit B;
    b. Principal's failure to pay invoices within 45 days of receipt;
    c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.

15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.

16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.

17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against

Consultant by any third party and arising out of or in connection with bodily injury or property damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.

18. The chief financial officer (or equivalent) of the government entity shall certify that the funds are available to pay the compensation of this Agreement.

19. A resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.

20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.

21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.

22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	**To the Principal(s):**
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	BOROUGH OF LITTLE FERRY 215-217 Liberty Street Little Ferry, New Jersey 07643
Attn: Carolyn P. Zumpino President	Attn: Lisette Duffy, Borough Administrator Barbara Maldonado, Borough Clerk

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated June 9, 2022 between **TRIAD ASSOCIATES** ("Consultant"), and **BOROUGH OF LITTLE FERRY** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

PROJECT DESCRIPTION / SUMMARY OF SERVICES:

- Administrative Agent Services: Royale Realty - Two (2) Rental Units

SCOPE OF SERVICES:

I. **ADMINISTRATIVE AGENT SERVICES: RENTAL UNITS**

The Consultant, upon the request of the Principal and with DCA/Court requirements, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are set forth, including but not limited to the Municipality's Fair Share Plan, New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) Fair Housing Act rules and regulations, and UHAC regulations, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

A. **General Administrative/Waitlist Management**

1. Maintain an applicant pool and waiting list for rental units with at least two years' worth of applicants for anticipated units available;
2. Sending annual letters to all tenants of affordable dwelling units, providing them with the maximum allowable rents and the contact information for Triad where complaints of excess rents can be reported pursuant to N.J.A.C. 5:80-26.18(d)4; and
3. Notification of annual allowable rent increases sent to landlords upon the release of the annual Affordable Housing Regional Income Limits by Household Size.

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 very-low, low- or moderate-income unit;
3. 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.;
4. Employing a random selection process as provided in the Affirmative Marketing Plan of the Municipality when referring households for certification to affordable units.
5. Ensuring ongoing compliance with N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

C. **Enforcement**

The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated June 9, 2022 between **TRIAD ASSOCIATES** ("Consultant"), and **BOROUGH OF LITTLE FERRY** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation not to exceed $2,600.00 for services provided in accordance with Exhibit A as follows:

ADMINISTRATIVE AGENT SERVICES FOR RENTAL UNITS

Service	Fee	Paid by
A. General Administration/Wait list Management • Maintain Waiting List/Applicant pool • Annual Letters to Tenants • Annual Rental Increase Allowances to Landlords	$200.00 per month plus direct costs for postage. Services provided for 2 months	Principal or Developer under separate contract
B. Household Certifications – Rentals/Re-rentals: • Certify applicants for eligibility (Per case fee) • Certification fee may be charged if income qualification is required for Affordability Assistance Program	$950.00 for the completion of one (1) Eligibility Certification or Denial	Principal or Developer under separate contract
C. Enforcement • Notifying absentee owners of compliance issues • Providing project status reports, as requested	$150.00 per hour as needed, not to exceed $1,950.00	Principal

METHOD OF PAYMENT:

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Administrative Agent Services identified in Exhibit A.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

The Consultant and Principal executed this Agreement as of the date first above written.

TRIAD ASSOCIATES

Monica Manci
Witness/Attest

Carolyn P. Zumpino
Carolyn P. Zumpino
President

Date: June 9, 2022

BOROUGH OF LITTLE FERRY

Barbara Maldonado
Witness/Attest

Maria D. Reynoso
By:

Date: June 10, 2022

BILLING CONTACT INFORMATION:
Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title:	Chrissy Apicella, Accounts Payable/Finance Clerk
Billing Address:	215-217 Liberty Street, Little Ferry, NJ 07643
Email Address:	c-apicella@littleferrynj.org
Phone No.	201-641-9234, X655
Fax No.	201-641-1957

CERTIFICATION OF FUNDS
I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

F.

Meridia Documentation

ORDINANCE NO. 1362-17-12

AN ORDINANCE AMENDING CHAPTER 35, LAND USE, OF THE CODE OF THE BOROUGH OF LITTLE FERRY, BERGEN COUNTY, NEW JERSEY, TO ESTABLISH A NEW RF-A RIVERFRONT DEVELOPMENT INCLUSIONARY OVERLAY A ZONE ENCOMPASSING BLOCK 25 AND ALSO SETTLING LITIGATION

WHEREAS, the Borough of Little Ferry seeks to facilitate the private sector's development of previously developed and vacant land along the Hackensack River waterfront within the Borough so as to further the purposes of the Municipal Land Use Law, create economic development opportunities and, through such development, meet the Borough's affordable housing obligations as determined by the Court in Donald Nuckel, *et als.*, vs. Borough of Little Ferry, *et als.*, DOCKET NO.: BER-L-717-06; and

WHEREAS, the Borough of Little Ferry seeks to promote such private sector development within the entirety of Block 25, which lies wholly outside of the jurisdiction of the New Jersey Meadowlands Commission; and

WHEREAS, the development of this area in a manner that enhances the quality, appearance and economic vitality of the riverfront area in Little Ferry was contemplated in the 2003 Master Plan Reexamination Report for the Borough of Little Ferry; and

WHEREAS, the Mayor and Council of the Borough of Little Ferry have determined that private sector development efforts should be encouraged and are preferred over public sector redevelopment and that creating an "overlay zone" that will permit the private sector to accomplish such development while continuing to permit the uses allowed by the current zoning of the properties encompassed by the overlay zone until such time as an owner or developer chooses to avail itself of the overlay zoning provisions will accomplish the objectives of the 2003 Master Plan Reexamination Report as well or perhaps better than public sector redevelopment; and

WHEREAS, the Mayor and Council have determined that the use of the overlay zoning provisions confers a substantial benefit upon any owner/developer of land within the overlay zone due to the significant increase in density and intensity of land use achievable through the additional building heights permitted and required as compared to the underlying zoning, and that this substantial benefit justifies the adoption of overlay zoning provisions that will ensure, first, that residential development will occur within the Riverfront Overlay Area, and, second, that any such residential development will be subject to an affordable housing set-aside.

WHEREAS, the Council of the Borough of Little Ferry had adopted (and has since repealed) provisions for an RF Riverfront Development Inclusionary Overlay Zone, which had encompassed all of Blocks 5.01 and 25; and

WHEREAS, on May 27, 2009, 110 Bergen Turnpike, LLC, had filed an action in lieu of prerogative writ in the Superior Court of New Jersey against the Borough of Little Ferry, *110 Bergen Turnpike, LLC vs. Borough of Little Ferry, et al.*, Docket No.: BER-L-4803-09, contesting some of the provisions of the adopted (and now repealed) RF Riverfront Development Inclusionary Overlay Zone; and

WHEREAS, said case was dismissed with prejudice by Order of the Court entered on December 8, 2010, but the original builder's remedy lawsuit is still pending; and

WHEREAS, the Borough of Little Ferry and the Planning Board of the Borough of Little Ferry are desirous of resolving said builder's remedy litigation by achieving a settlement with 110 Bergen Turnpike, LLC, to provide affordable housing on its site; and

WHEREAS, the within zoning amendment creates an overlay zone (the RF-A Zone) along a portion of the Little Ferry riverfront that permits appropriate development of all of the properties within Block 25, including the property of 110 Bergen Turnpike, LLC, consistent with the intent of the Borough for the riverfront area but tailored to the specific problems and issues associated with the properties located to the south of Route 46; and

WHEREAS, the within zoning amendment is consistent with the terms of a Agreement among the parties to the litigation that was fully executed on July 2, 2011, and is also consistent with the recommendations of the adopted 2003 Master Plan Reexamination Report and consistent with the Housing Element and Fair Share Plan of the Borough of Little Ferry as amended in 2011 and is designed to effectuate such documents;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Little Ferry, in the County of Bergen, State of New Jersey, that, consistent with the finding of the Land Use Board of the Borough of Little Ferry, the Council does hereby adopt the following amendment to Chapter 35, Land Use, of the Code of the Borough of Little Ferry:

SECTION 1. Amend the Borough of Little Ferry Zoning Map to create a new RF-A Riverfront Development Inclusionary Overlay A Zone encompassing all of Block 25.

SECTION 2. Add or amend the following definitions at Section 35-3.B.:

ACTIVE ADULT RESIDENTIAL/INDEPENDENT LIVING SENIOR UNITS - Residential units with at least one member of the household residing therein being at least fifty-five

(55) years of age. All such dwelling units shall be deed restricted for occupancy by households having at least one member aged fifty-five (55) years of age or older and having no person less than nineteen (19) years of age as a permanent resident.

ASSISTED LIVING FACILITY - A facility licensed by the New Jersey Department of Health and Senior Services which is designed and operated to provide apartment-style housing and congregate dining while assuring that assisted-living services are available, as needed, to adult persons unrelated by blood, marriage or adoption to the proprietor or governing authority. Each assisted living unit in such facility shall offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance. Assisted living facilities may include dementia care facilities, which are facilities designed in such a way as to accommodate the special needs of frail elderly persons afflicted with Alzheimer's Disease or other dementia. Dementia care facilities within an assisted living facility are not required to have a kitchenette and a lockable door.

BUILDING HEIGHT - The vertical distance from the base flood elevation plus one (1) foot to the level of the highest point of the roof surface, exclusive of any parapet, fixtures or screening carried on or above the roof surface if the roof is flat, or in the case of sloping roofs, to a point one-half (1/2) the distance between the plates and the top of the uppermost point of the roof. This specified height shall not apply to church steeples, chimneys, cupolas, flagpoles, or solar panels. The height limitations shall not preclude the placement of heating, air conditioning and water supply apparatus nor elevator housings on the surface of the roof, provided that not more than twenty-five percent (25%) of the roof surface shall be devoted to such appurtenances and provided further that provision is made for architectural screening in harmony with the architecture of the building so that such equipment is not visible from the surrounding properties and streets.

CONDOMINIUM HOTEL UNIT - A unit within a building or group of buildings that is/are constructed, maintained, operated and managed as a hotel, as defined herein, but that is available for individual ownership and that has full in-room or in-suite kitchen facilities, including cooking burners and an oven. A condominium hotel unit shall have no limitation on the duration of occupancy.

CONTINUING CARE RETIREMENT COMMUNITY (CCRC) - An age-restricted development that provides a continuum of accommodations and care, from independent living and/or assisted living units to residential health care units to nursing home/long term care facility, all as defined below, in which the proprietor or governing authority enters into contracts with prospective residents to provide lifelong care and accommodations in exchange for the payment of entrance fees and monthly fees. CCRCs may contain related social, recreational and dining facilities and a health-care

center, which may include an outpatient clinic and therapy areas in addition to State-mandated facilities for each of its components.

FITNESS CENTER - An establishment that provides apparatus and/or instruction in various aerobic and athletic exercises, including, but not by way of limitation, dance, yoga, martial arts and weight training, and that may include facilities and uses such as, but not limited to, spa tubs, pools, steam rooms and/or saunas, and shower and locker rooms.

HOTEL - A building or group of buildings containing at least eight (8) stories and also containing a minimum of 100 guest rooms that are intended or designed to be used, or which are used, rented or occupied for sleeping purposes to transient guests limited to not more than 30 days' stay and that may also contain condominium hotel units as defined above. Guest rooms shall contain a minimum of one bathroom for each sleeping room or suite and may also include a refrigerator, extra sink and microwave oven but not cooking burners and not an oven. A hotel may also include retail shops and services; banks; travel agencies; concierge and ticketing services and the like; restaurants, provided that any restaurant accessible directly to the out-of-doors shall provide indoor table service and, in season, shall provide outdoor (sidewalk) table service; fitness centers; spas; theaters; meeting and banquet rooms; entertainment facilities; and indoor and/or outdoor recreational facilities.

NURSING HOME/LONG TERM CARE FACILITY - An institution or distinct portion thereof that is licensed or approved to provide health care under medical supervision for twenty-four (24) or more consecutive hours to more than two residents who are not related to the proprietor or governing authority by marriage, blood or adoption. Such facility shall be serviced 24 hours per day by a registered nurse and shall provide medical services and facilities, meals, housekeeping, social services and physical therapy to its residents.

RESIDENTIAL HEALTH CARE FACILITY - An institution or distinct portion thereof that is licensed by the State of New Jersey Department of Health and Senior Services to provide health care under medical supervision to two or more patients unrelated to the proprietor or governing authority by marriage, blood or adoption. The facility provides independent living units but also offers meals, social services, medical and/or personal services and emergency medical care, as needed.

SPA - An establishment that offers a combination of personal grooming and medical or non-medical therapeutic services and facilities such as hair, nail and skin care or treatment and other services typically found in a beauty shop; massage therapy and similar therapeutic treatments for the human body; and that may also include facilities and uses such as, but not limited to, spa tubs, pools, steam rooms and/or saunas, and shower and locker rooms.

SECTION 3. Create a new Section 35-17.2 within Chapter 35, Land Use, of the Code of the Borough of Little Ferry, as follows:

Section 35-17.2 RF-A Riverfront Development Inclusionary Overlay A Zone (hereafter, "this Section").

A. Purpose. The purpose of the RF-A Riverfront Development Inclusionary Overlay A Zone is to create a realistic opportunity for the construction of affordable housing through mixed use development, in which there is a mandatory residential component with an affordable housing set-aside, in a setting that will also provide opportunities for economic development of regional business uses and an incentive to improve the riverfront area for the benefit of all residents of the Borough of Little Ferry. Development under the RF-A Riverfront Development Inclusionary Overlay A Zone is intended as an as-of-right alternative to, and not as a replacement of, the existing underlying zoning.

B. Outside Agency Approvals. The applicant shall provide the Land Use Board secretary and Land Use Board engineer with copies of all applications for outside agency approvals at the time such applications are submitted. The applicant shall submit all homeowner or condominium association documents to the Land Use Board Attorney and Borough Attorney contemporaneously with their submission to the Department of Community Affairs.

C. Special Application Requirements. Connections shall be provided to Bergen Turnpike/River Street at appropriate locations approved by Bergen County at the time of site plan review to facilitate public access to and through the entire Riverfront area. Additionally, each developer shall be required to pay its pro rata share of reasonable and necessary costs for sewer, water, traffic and drainage improvements needed to support the development contemplated.

D. Interpretation. If a developer of land in the RF-A Riverfront Development Inclusionary Overlay A Zone elects to develop in accordance with the RF-A Riverfront Development Inclusionary Overlay A Zone regulations presented herein and there is a conflict between this Section and any other provision of the Land Use Chapter of the Little Ferry Code or any other ordinances or regulations of the Borough of Little Ferry and the standards outlined herein (for all development) or within the RSIS (for residential development), the standards outlined herein (for all development) or within the RSIS (for residential development) shall apply.

E. Permitted Uses (land and buildings).

1. Principal Uses.

a. Hotels, as defined herein, on lots of three (3) acres or more, which may also contain other permitted uses.

b. Offices and office buildings, which may include medical offices and facilities such as clinics, laboratories, urgent care and same day surgery facilities.

c. Retail and service business uses.

d. Theaters and auditoriums.

e. Fitness centers, spas, and facilities that combine elements of these uses, either as part of a hotel, office or residential building or use or as stand alone facilities.

f. Commercial or membership indoor recreational facilities.

g. Day care facilities.

h. Restaurants.

i. Multi-family residential buildings consisting of both market rate and affordable housing units as provided and required in Subsection F.9. herein.

j. Continuing Care Retirement Communities (CCRCs) on lots of three (3) acres or more, which may also contain other permitted uses, provided that all elements of the CCRC shall be considered as part of the non-residential portion of the development.

k. Assisted living facilities.

l. Active adult/independent living senior housing units and residential health care facilities (that are not part of a CCRC) consisting of both market rate and affordable housing units consistent with the provisions of Subection F.9. herein.

m. Nursing homes, provided that such uses shall be treated as part of the non-residential portion of the development whether or not they are constructed as part of a CCRC.

n. Mixed use buildings consisting of any or all of the above permitted uses.

2. Accessory Uses.

a. Outdoor dining facilities and areas, but only in conjunction with a permitted restaurant use.

b. Outdoor common open space and common recreational facilities, which may include, but not by way of limitation, pools, tennis courts, sitting areas, game and picnic tables, for use by residents and employees and guests of the development, and which may also include such areas as "green" roof-decks and rooftop recreational areas.

c. Public or publicly-accessible open space, promenades and parking areas at ground level, which may include, but not by way of limitation, sitting and picnic areas, playgrounds, open lawn areas, dog parks and gardens.

d. Marinas, ferry docks and other similar waterfront-related uses and associated offices and facilities for the management and operation of same.

e. Surface level parking areas and structured parking facilities (parking garages).

f. Storm water management and utility facilities and structures approved as part of the site plan approval.

g. Fencing approved as part of the site plan approval.

h. Signage in accordance with Section 134-17.1 L.

i. Retaining walls, subject to site plan approval; and bulkheads, subject to approval by the NJDEP or other applicable authority.

j. Temporary sales and construction trailers, to be removed upon the application for the final Certificate of Occupancy for the development.

k. Trash enclosures containing dumpsters and recycling bins.

l. Model dwelling units.

m. Sales and management office(s).

n. Maintenance facilities and structures approved as part of the site plan approval.

o. Other accessory uses and structures customarily incidental to the permitted principal uses.

F. Tract Development Standards for RF-A Riverfront Development Inclusionary Overlay A Zone.

1. Minimum Non-Residential Development. A floor area equal to at least 15% of the sum of the ground floor areas of all of the buildings in the proposed development, taken together, shall be required to be devoted to uses such as retail shops and services; banks; travel agencies; concierge and ticketing services; cafeterias and restaurants, provided that any cafeteria or restaurant accessible directly to the out of doors shall provide indoor table service and, in season, shall provide outdoor (sidewalk) table service; spas; fitness centers; lobby areas open to the public; and the like. To the extent practicable, such uses shall be oriented toward and directly accessible from public ways and spaces along the river and/or along any roadways and driveways providing public access from Bergen Turnpike to the river.

2. Minimum and Maximum Residential Development. The number of residential units to be constructed within each RF-A Riverfront Development Inclusionary Overlay A Zone development shall be calculated as follows: a minimum of 25 residential units per each acre of site area and a maximum of 60 residential units per each acre of site area. Components of a CCRC shall not be considered a residential development for the purposes of applying these calculations. Notwithstanding the foregoing, it is acknowledged that the Agreement with 110 Bergen Turnpike, LLC, affecting Lot 2 in Block 25 and fully executed on July 2, 2011, which provides for the construction of up to twenty-eight (28) low and moderate income units without mandating the construction of any market-rate residential units, exempts the developer of that lot from the minimum residential development requirement set forth herein. Such an exemption also may be requested by any developer and approved by the Borough for any other development in the RF-A Riverfront Development Inclusionary Overlay A Zone based on an executed agreement between the developer and the Borough of Little Ferry wherein the developer will provide the number of affordable units otherwise required based upon the mandatory residential component without having to construct any market-rate residential units.

a. Except as specified in paragraph F.2. above with regard to Lot 2 in Block 25, development within the RF-A Riverfront Development Inclusionary Overlay A Zone shall include a mixture of residential uses and non-residential uses. The required and permitted non-residential uses shall be constructed in addition to the required and permitted residential development.

b. All residential density figures shall be calculated based upon the gross site area, after deducting the existing rights-of-way along Bergen Turnpike and Route 46.

c. Except as specified in paragraph F.2. above with regard to Lot 2 in Block 25, a minimum of twenty percent (20%) of all of the residential units constructed shall be provided as affordable housing units in accordance with Section F.8.a. herein, except that if all of the proposed affordable housing units will be maintained as rental units, then only a minimum of 15% of all residential units constructed need to be provided as affordable housing units.

3. Maximum Building Height - Building height shall be inclusive of all parking levels and all habitable floors of the building and shall be measured in accordance with the definition of building height in Section 35-3.B. Building height shall be varied on each site to avoid the appearance of a monolithic building mass. Within the first 100 feet of Bergen Turnpike, no building or portion thereof shall exceed a height of four (4) stories and 48 feet. Within the first 200 feet of Bergen Turnpike, but beyond the first 100 feet of said streets, no building or portion thereof shall exceed a height of eight (8) stories and 96 feet. Buildings or portions thereof located at least 200 feet from Bergen Turnpike may be constructed to a height of up to twelve (12) stories and 144 feet, provided however, that the twelve (12) stories and 144 feet may be increased to a maximum of fourteen (14) stories and 168 feet where the footprint of all stories over the tenth story is reduced to 85 percent of the footprint of the 10th story (comparing the measurement of the outer extent of any private balconies on the floors above the 10th story to the measurement of the outer limits of the 10th story walls). To the extent practicable, the resulting step-backs shall be oriented west, toward Bergen Turnpike, and north, toward Route 46. Notwithstanding the foregoing, for any building located adjacent to a proposed street or private way that will provide public access to the river, the façade of all stories above the first six (6) stories shall be stepped in at least 6 feet from the façade of the first six (6) stories, provided that this requirement shall only apply to the building façade or facades that actually face such street or private way.

4. Maximum Building Coverage - 75 percent of the tract area.

5. Maximum Lot Coverage (impervious surface coverage) - 80 percent of the tract area.

6. Minimum Building and Parking Setbacks - 50 feet from the Hackensack River (unless a greater setback is required by a State or federal agency); 12 feet from all other side or rear property lines; and 25 feet from the right-of-way line of Bergen Turnpike and from any at-grade portions of Route 46. These setback requirements shall not apply to site improvements such as retaining walls, detention basins, signs and fencing, unless otherwise required by this Section.

7. Minimum Open Space - At least 20% of the site shall consist of open space, exclusive of buildings, parking lots, access drives and any minimum required

distances between such features, and such open space shall be designated and improved for use so as to create a riverfront promenade in addition to other walkways, sitting and picnic areas, playgrounds, open lawn areas, dog parks, permitted active or passive outdoor recreational uses, and surface and rooftop gardens. Said open space may be dedicated for public use or may be retained in private ownership but at least half of said open space, including the entirety of the riverfront promenade, shall be accessible for public use and enjoyment. Open space intended for public use and enjoyment shall be accessible to the public or shall be made to be accessible to the public from off-site by means of roadways, parking areas and/or walkways. The location and proposed use and ownership of all open space shall be shown on the approved site plan for the development.

8. Minimum Affordable Housing Requirements.

a. Except as specified in paragraph F.2. herein with respect to Lot 2 in Block 25, all developments in the RF-A Riverfront Development Inclusionary Overlay A Zone shall provide low and moderate income housing units at the rate of one affordable unit for each 5.67 market-priced dwelling units constructed, if the affordable units will be for rent, and at the rate of one affordable unit for each 4 market-priced dwelling units constructed, if the affordable units will be for sale. Components of a CCRC shall not be considered residential development for the purposes of applying these calculations.

b. The required low and moderate income housing units may be constructed on-site or off-site but within the Borough of Little Ferry provided any off-site affordable housing construction shall be subject to applicable zoning regulations and shall require a separate site plan approval, which shall occur simultaneously with or shall precede site plan approval for the balance of the development. All of the low and moderate income housing units created in or as a result of the RF-A Riverfront Development Inclusionary Overlay A Zone shall comply with all applicable requirements of N.J.A.C. 5:97-1, et seq. (NJDCA's rules) and N.J.A.C. 5:80-26-1, et seq. (Uniform Housing Affordability Controls) and the Affordable Housing Ordinance of the Borough of Little Ferry in effect at the time of the grant of preliminary approval for the affected portion of the development.

c. The low and moderate income affordable units shall be constructed pursuant to the phasing schedule, bedroom distribution and low/moderate income split required by NJDCA's Rules and Little Ferry's Affordable Housing Ordinance, whether the affordable units are constructed on or off site. If constructed on site without the use of public subsidies, the affordable units shall be integrated throughout the development and shall utilize the same method of heating as the market units. If the affordable units are proposed to be separately financed through NJHMFA, Low Income Tax Credit financing or similar State or federal funding program(s), they may be located in a separate stand-alone building containing 100% affordable units, which building may be

subdivided from the rest of the development following site plan approval to facilitate financing. However, in such cases, NJDCA's Rules pertaining to the phasing schedule for the construction of the market units in the balance of the development, the bedroom distribution and the low/moderate income split shall be applicable to the separate affordable housing units. In the case of Lot 2, Block 25, which is covered by a Court-approved Agreement, the phasing schedule for the construction of the low and moderate income units shall be subject to the review and approval of the Court-appointed Master.

d. All of the affordable units created in the Borough shall be affirmatively marketed in accordance with the Borough's adopted Affirmative Marketing Plan.

e. A Developer's Agreement shall be executed between the applicant and the Mayor and Council setting forth with specificity the number of affordable housing units to be provided, the tenure of the affordable housing units to be provided (which affects the number), a commitment to comply with the terms of this Ordinance and NJDCA's Rules and Regulations, the UHAC Rules and the Borough's Affordable Housing Ordinance and Affirmative Marketing Plan, and a phasing plan that will ensure that the affordable units will in fact be built and phased in as part of the overall development of the site to ensure their completion and occupancy prior to the completion of the other components of the development.

G. Building Standards.

1. Minimum Building Setback from Internal Street or Parking Space - 5 feet.

2. Maximum Building Height - See Section F.3. above.

3. Minimum Distance Between Buildings - 50 feet, which distance may be reduced to not less than 30 feet if, at the time of site plan approval, the Board is satisfied, based upon expert testimony presented at the hearing, that the lesser distance will not impair access by emergency vehicles or create other safety problems that could be avoided with the 50 foot distance.

H. Parking and Loading.

1. Parking requirements for residential uses shall be not less than required by RSIS standards. Parking requirements for non-residential uses shall be as otherwise required in the Little Ferry Land Use Code. In a mixed use development, a shared parking plan may be proposed that includes a reduction in the total additive parking requirement by up to 30% of that requirement, provided that the applicant submits, and the Board approves, a parking study demonstrating the adequacy of the shared parking

arrangement to meet the parking demands of the uses on the site. Parking may be provided as either surface parking lots or garages or a combination of both.

2. Loading areas required for non-residential uses shall be provided as otherwise required in the Land Use Code. All loading areas shall be oriented to the north or south, i.e., away from existing streets and the Hackensack River; shall be located at least 100 feet from Bergen Turnpike; and shall be screened from view from off-site by a fence, hedge or wall of at least six (6) feet in height.

I. Solid Waste/Recycling. There shall be within each building a designated area for the temporary storage of solid waste and recyclable materials. At the applicant's option, dumpsters and recycling bins may be located outside of the buildings in appropriately screened enclosures, subject to site plan approval.

J. Signs.

1. A permanent entrance sign shall be permitted having a maximum area of up to 24 square feet, except that sites of five (5) acres or more shall be entitled to up to two (2) entrance signs having a maximum area of 50 square feet each.

2. Non-residential building wall signs shall be permitted, provided such signs are approved as part of a comprehensive sign plan for each development. Except for buildings containing multiple retail and service business uses, no more than two wall signs shall be permitted for each building and no individual wall sign shall exceed an area of 5% of the building facade to which it is attached. Buildings containing multiple retail and service business uses may be permitted to have a wall signage system that also allows each retail and service business use to have an exterior building sign, but all such signs must be part of a coordinated sign plan (as to color choices, lettering style and size and sign placement) approved for the development by the Land Use Board at the time of site plan approval, and no individual retail or service business wall sign shall exceed a maximum area of 20 square feet nor a maximum vertical sign dimension of two (2) feet.

3. Building locator and wayfinding signs shall be permitted without restriction provided that the maximum area of any such sign is eight (8) square feet per sign and no such sign is placed above the first floor level. Such signs shall be permitted for all residential buildings and for all other permitted facilities on the site.

4. Permanent signs shall not be located within required sight triangles.

5. Minimum sign setback to perimeter property line: 3 feet.

6. Sign maintenance shall be the responsibility of the owner of the property or of the homeowners' or condominium association, if there be one.

7. Exterior illumination of signs shall be permitted subject to site plan approval. No flashing or moving lights shall be permitted.

8. There shall be no limitation on the number of directional signs that shall be permitted within the development, provided such signs are shown on the approved site plan.

9. No other permanent signage shall be permitted on the site.

10. All permanent signage shall be subject to site plan review.

11. Temporary sales, directional signs and construction vehicular movement signs shall be permitted as needed with a maximum area of 8 square feet per sign except that one temporary two-sided sales sign having a maximum area of 20 square feet shall be permitted at the site entrance, within 3 feet of the property line, but outside of any required sight triangle.

K. Lighting.

1. Street lighting shall be provided at all street and driveway intersections and shall be consistent with the Borough's streetscape design requirements. All proposed street lighting shall be subject to site plan review.

2. The maximum height for lighting fixtures in parking lots shall be 20 feet. Selection and placement of parking lot lighting fixtures shall be subject to site plan review.

3. All lighting shall be shielded to prevent overhead skyglow and to prevent light from shining off-site and into residential units or other bedrooms within the development.

4. Energy efficient, solar powered or other "green technology" lighting is encouraged.

L. Sidewalks/Walkways. Sidewalks or walkways shall be provided along all roadways, as necessary, to comply with applicable RSIS standards. In addition, sidewalks or walkways shall be provided as needed to connect parking and recreational areas to the entrances of residential buildings and to create safe public access to

riverfront recreational areas. All proposed sidewalks and walkways shall be subject to site plan review.

M. Street Trees and Landscaping.

1. Shade and ornamental trees shall be planted along all streets and driveways, along the riverfront, and within surface parking lots. Within surface parking lots, the tree planting rate shall be at least one tree for every 20 parking spaces. All new trees shall have a minimum diameter of two and one-half (2.5) inches, measured six (6) inches above the ground. Such trees shall be planted 40 to 60 feet apart (averaging 50 feet).

2. All areas of the site not covered by buildings or pavement shall be attractively landscaped with shrubs, trees, lawns and perennial plantings designed to complement views of the riverfront; to enhance the use and appearance of outdoor open spaces, including the publicly accessible outdoor open spaces; and to soften views of the buildings from off-site.

3. The landscaping and tree planting plans shall be subject to site plan review and approval by the Land Use Board.

N. Maintenance of Open Space and Common Areas.

1. The owner or any homeowners' or condominium association that may be established shall be responsible for the maintenance of the open space and other common areas in the development. If a homeowners' or condominium association has been established, all unit or building owners shall be required to be members of the association. The review of the documents establishing any homeowners' or condominium association shall be subject to the sole jurisdiction of the NJ Department of Community Affairs; however, courtesy copies of these documents shall be provided to the Land Use Board Attorney and Borough Attorney.

2. The owner and/or homeowners' or condominium association shall not dispose of any open space, by sale or otherwise, without first offering to dedicate the same to the Borough of Little Ferry.

3. If a homeowners' or condominium association is established, the continued maintenance of the open space shall be enforced through the procedures outlined at N.J.S.A. 40:55D-43(b) and (c).

O. Phasing. If the applicant proposes to phase the development, it shall submit a phasing plan as part of the site plan application consistent with the following principles:

1. Each phase or section shall be located and designed to function as if no further development will occur with respect to a safe and convenient circulation system, storm water control, utility services, fire hydrants and access for emergency vehicles.

2. COAH's Rules for the phasing of the construction of the low and moderate income units shall be complied with at all times.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. Short Title. The short title of the above Ordinance shall be "RF-A Riverfront Development Inclusionary Overlay A Zone Amendment to the Land Use Ordinance".

SECTION 6. Repealer. All ordinances or parts thereof inconsistent herewith are hereby repealed as to the extent of such inconsistency only.

SECTION 7. Effective Date. This Ordinance shall take effect upon passage and publication in accordance with N.J.S.A. 40:49-2(d). The Borough Clerk shall serve copies of the adopted Ordinance on the Bergen County Planning Board and the Borough Tax Assessor within 30 days of adoption.

ATTEST: **BOROUGH OF LITTLE FERRY**

Barbara Maldonado, Borough Clerk

Mauro Raguseo, Mayor

REVISED February, 2012
Per Order Entered Feb. 10, 2012
by The Honorable Alexander H. Carver, III, JSC
Docket No. BER-L-717-06

Pa 12

Introduced: February 21, 2012

Motion by: Councilwoman Steinhilber

Second by: Councilman Muller

Introduction Roll Call:

Ayes: Anzalone, Henriquez, Muller, Sarlo, Schuck, Steinhilber

Nayes: None

Absent: None

Abstain: None

Adopted: March 13, 2012

Motion by: Councilwoman Henriquez

Second by: Councilman Sarlo

Adoption Roll Call:

Ayes: Anzalone, Henriquez, Muller, Sarlo, Schuck

Nayes: None

Absent: Steinhilber

Abstain: None

REVISED February, 2012
Per Order Entered Feb. 10, 2012
by The Honorable Alexander H. Carver, III, JSC
Docket No. BER-L-717-06

I hereby certify the foregoing to be a true copy of an Ordinance adopted by the Mayor and Council at a meeting held on March 13, 2012.

Barbara Maldonado

Barbara Maldonado, Borough Clerk

BOROUGH OF LITTLE FERRY

RESOLUTION

	Aye	Nay	Absent	Abstain	No Vote
Anzalone	X				
Lange	X				
Lanum	X				
Muller	X				
Sarlo	X				
Steinhilber	X				
Raguseo (Tie Only)					
Vote Total	6	0	0	0	0

BM

DATE: April 13, 2021

RESOLUTION #: 137

MOTION BY: C/W Steinhilber

SECOND BY: C/P Lange

Re: Authorizing the Execution of a Developer's Agreement between the Borough of Little Ferry and Meridia Little Ferry 110, Urban Renewal, LLC (f/n Meridia Urban Renewal, Little Ferry, LLC)

==========

WHEREAS, Meridia Little Ferry 110, Urban Renewal, LLC (f/n Meridia Urban Renewal, Little Ferry, LLC) ("Developer") have made an application to the Joint Planning Board/Zoning Board of Adjustment of the Borough of Little Ferry seeking site plan approval relating to the property designated as Lot 2, in Block 25 on the Tax Assessment Map of the Borough of Little Ferry, in order to develop the property; and

WHEREAS, the approval to the Developer is conditioned upon the execution of a Developer's Agreement between the Borough of Little Ferry and the Developer; and

WHEREAS, a Developer's Agreement has been prepared setting forth the terms and conditions of the Agreement between the Borough and the Developer; and

WHEREAS, the Developer's Agreement incorporates all of the requirements of the Borough Ordinances and incorporates the conditions imposed by the Planning Board of the Borough of Little Ferry, as well all Borough Departments; and

WHEREAS, the execution of the within Developer's Agreement has been recommended by the Planning Board Attorney;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Little Ferry, County of Bergen, State of New Jersey that the Mayor and Clerk are hereby authorized and directed to execute the Developer's Agreement between the Borough of Little Ferry and Meridia Little Ferry 110, Urban Renewal, LLC (f/n Meridia Urban Renewal, Little Ferry, LLC).

ATTEST:

Barbara Maldonado,
Borough Clerk

Mauro Raguseo, Mayor

I hereby certify the foregoing to be a true copy of a resolution adopted by the Mayor and Council at a meeting held on April 13, 2021.

Barbara Maldonado,
Borough Clerk

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this 13th day of April, 2021 between

THE BOROUGH OF LITTLE FERRY, a municipal corporation of the State of New Jersey, having offices located at 215-217 Liberty Street, Little Ferry, New Jersey, 07643, hereinafter referred to as "**BOROUGH**",

and

MERIDIA LITTLE FERRY 110, URBAN RENEWAL, LLC (f/n Meridia Urban Renewal, Little Ferry, LLC), its successors or assigns, having offices located at 201 S. Wood Avenue, Linden, New Jersey 07036 , hereinafter referred to as "MERIDIA" and/or "**DEVELOPER**".

WITNESSETH

WHEREAS, Meridia has made application to the Planning Board of the **BOROUGH** of Little Ferry seeking site plan approval on property designated as Lot 2 in Block 25 (the "Development"); and

WHEREAS, the Planning Board of the **BOROUGH** of Little Ferry, on July 22, 2020, adopted a Resolution approving said application with conditions. A copy of said Resolution is attached as Exhibit "A".

WHEREAS, as a result of said Resolutions adopted, it is necessary that a Developer's Agreement be entered into as a condition of such **DEVELOPER** proceeding with the work which was the subject of the application; and

WHEREAS, it is the purpose of this Agreement to set forth all of the terms and conditions which shall control such project and the work to be performed pursuant to the same, including the terms and conditions specifically set forth in the Resolution adopted on July 22, 2020; and

WHEREAS, the **DEVELOPER** has been authorized to develop the property and perform site work as testified to during the hearings on the

application and in accordance with the various plans submitted to this Board, including the following:

1. Site Plan titled "Preliminary and Final Major Site Plan for Meridia Capodagli Property, Meridia Little Ferry Proposed Mixed Use Development, Block 25/Lot 2, 110 Bergen Turnpike, Borough of Little Ferry, Bergen County New Jersey" dated 9/25/19 revised to 4/2/20 prepared by Stonefield Engineering & Design consisting of twenty eight (28) sheets.
2. Architectural Plans titled "Meridia Little Ferry 110—Proposed Mixed Use Development, Block 25, Lot 2, 110 Bergen Turnpike Block 25, Lot 2, 110 Bergen Turnpike, Borough of Little Ferry, Bergen County, New Jersey" dated 11/25/2019 revised to 2/20/2020, prepared by CPA Architecture, consisting of twenty four (24) sheets.
3. Drainage Area maps dated 9/25/19 revise to 02/24/20 prepared by Stonefield Engineering & Design, LLC;
4. ALTA/NSPS Land Title Survey, dated 7/23/2019 last revised through 2/17/20 prepared by Stonefield Engineering & Design, LLC

NOW THEREFORE, in consideration of the foregoing and the covenants hereinafter contained, the parties agree as follows:

1. The **DEVELOPER**, its assignees, or designees, agrees that it will comply with all of the applicable conditions set forth in the Resolution of the Planning Board of the BOROUGH of Little Ferry adopted on July 22, 2020, a copy of said Resolution being annexed hereto and made a part hereof, as Exhibit "A".

2. The **DEVELOPER**, its assignees, or designees, agrees that it will comply with all of the comments of Job & Job set forth in its letters dated

October 15, 2019, December 2, 2019, May 27, 2020, June 15, 2020, June 16, 2020 and September 9, 2020, (collectively attached as Exhibit "B") except as modified herein.

3. The **DEVELOPER,** its assignees or designees, shall comply with all of the terms and conditions, if any, imposed or mandated by the Bergen County Planning Board, Bergen County Soil Conservation District and any other governmental agency having jurisdiction over the development of the property.

4. The **DEVELOPER,** its assignees or designees, agrees that any outstanding taxes on said premises, which are due and owing to the **BOROUGH,** shall be paid forthwith and shall be made current at the time of the execution of this Agreement.

5. It is the intention of both the **DEVELOPER** and the **BOROUGH** that all of the work to be performed and accomplished with respect to this Agreement, shall comply in full with the requirements of the ordinances of the **BOROUGH** as may pertain to the construction to be effected. The **DEVELOPER** represents that the Approved Plans meet the design standard requirements of the ordinances of the **BOROUGH** except as otherwise may be specifically provided in the Resolution. It is therefore agreed between the **DEVELOPER** and the **BOROUGH** that, to the extent that any of the designs relating to the work to be accomplished, shall not meet such standards, and no variance has been granted with respect thereto, that the **BOROUGH** may require the **DEVELOPER,** its assignees or designees, to install such improvements as may be deemed reasonably necessary to effectuate the purposes of the ordinances, as determined by the Borough Engineer or other agent of the **BOROUGH** acting within the lawful scope of their authority, so as to accomplish and effect such requirements.

6. It is a condition of this Agreement that a building permit may not be issued until such time as the **DEVELOPER,** its assignees or designees, shall make the following deposits, in cash or by certified check, with the **BOROUGH:**

a) the sum of Four Thousand Five Hundred Dollars ($4,500.00) **[limited to 5% of the cost of improvements but subject to replenishment]** to reimburse the **BOROUGH** for engineering and inspection fees expended and to be expended on account of the review of the site development plan.

b) the sum of Five Thousand Dollars ($5,000.00) to reimburse the **BOROUGH** for legal fees expended and to be expended on account of the review of the preparation and review of this agreement, and any other reasonable legal reviews necessary in connection with the Borough's review of development of the site.

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

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

c) All payments made from these funds shall be made upon submission of vouchers to the **BOROUGH** with copy to DEVELOPER and provided that after ten (10) business days provided that DEVELOPER has not submitted a written notice of dispute. Any excess deposits shall be refunded to the **DEVELOPER** after completion of the project and release of the bond. In the event that costs exceed the deposit, the **DEVELOPER** shall deposit additional funds to cover the extra costs within ten (10) business days of request by the **BOROUGH**. Failure to deposit additional funds when required shall be considered a default under this Agreement. Any dispute concerning payments being requested by Borough as Borough Costs shall be resolved in accordance with the procedures set forth in N.J.S.A. 40:55D-53.2a.

d) Performance bond or Irrevocable Letter of Credit or cash in the amount of One Hundred Fifty Nine Thousand Four Hundred Twenty One Dollars and Eighty Cents ($159,421.80) representing one hundred and twenty per cent (120%) of the estimated cost of the public improvements as set forth in the "Revised Performance Bond Estimate" prepared Job and Job Consulting Engineers, attached as Exhibit "C" This amount shall be in addition to any amounts or other bonds that may have been posted with or required by the County of Bergen for the construction and development of the project. All financial assurances shall be in standard form satisfactory to the BOROUGH Attorney and BOROUGH Administrator.

7. Upon completion of the project, **DEVELOPER** agrees to post either a Maintenance Guarantee in the amount of Nineteen Thousand Nine Hundred Twenty Seven Dollars and Seventy Two Cents ($19,927.72) representing fifteen per cent (15%) of the estimated cost of the Publicly Dedicated Improvements and Buffers. This financial assurance shall remain in place for two (2) years from the date it is posted with the municipality and shall guarantee the repair and remedying of any defects in such improvements which occur during said period. The financial assurance shall further guarantee the replacement of any dead or

diseased shade trees and plantings. The posting of the maintenance bond shall be required prior to the performance bond being released.

8. The **DEVELOPER** agrees to protect, indemnify, defend and hold harmless the **BOROUGH** against any claim or demand of any person or property for damage caused by the **DEVELOPER** and agrees to provide a certificate of insurance for the benefit of the **BOROUGH** having coverage of not less than $2,000,000.00 in single limit for liability and for property damage (a portion of which may be provided under an umbrella policy) and further agrees to defend any and all actions arising out of any of the foregoing claims, to notify the **BOROUGH** of all such claims, to defend it, and pay counsel fees and expenses of all kind whatsoever in connection therewith. The **BOROUGH** and its officials shall be named as additional insureds under the policy.

9. All performance and/or maintenance guarantees, including, but not limited to, guarantees for landscaping, shall be in a form approved by the BOROUGH Attorney.

10. The **DEVELOPER**, its assignees and designees, agrees that should it cause damage to any pavement, curb, sidewalk or street, it shall repair same, and that during the course of the construction, it shall sweep clean all surrounding streets which may be cluttered with debris as a result of its construction.

11. The **DEVELOPER**, its assignees or designees, shall take all precautions for the safety of pedestrians and vehicular traffic in the immediate area of construction so as to insure safety from falling debris and so as to provide adequate and safe walkways as required by law and shall take any reasonable action required by the Police Department or Construction Code Official for the protection of the general public during the course of construction.

12. During, and at the conclusion of, the construction of the project, the **DEVELOPER** shall clean all drainage facilities located on site, if any, of silt and debris resulting from **DEVELOPER's** work and restore the same to its design section and volume, prior to acceptance by the **BOROUGH**.

13. The **DEVELOPER,** its assignees or designees, shall be required to furnish off-street parking for any and all vehicles delivering material to the site and shall do everything necessary to prevent the congestion of traffic and to facilitate progress of the same.

14. The **DEVELOPER,** its assignees or designees, shall be allowed to construct on the site only those improvements authorized by the Resolutions of the Planning Board and this Agreement or otherwise permitted by Ordinance.

15. The **DEVELOPER,** its assignees or designees, shall not be permitted to perform any work on the site prior to 8:00 a.m., and must discontinue all operations no later than 8:00 p.m. No work may be performed on the site on Sundays.

16. The **DEVELOPER,** its assignees or designees, shall comply with such reasonable recommendations as shall be made by the Little Ferry Police Department with respect to the protection of the site, including payment for special police officers who may be required during the period of construction for the purposes of protection of the public safety.

17. The site improvements (not buildings) to be constructed on the site shall have the footprints shown on the plans prepared by Stonefield Engineering & Design, previously referenced. Any field changes will be subject to review and approval of **BOROUGH** Building Department and/or **BOROUGH** Engineer. If any changes are required which are, in the opinion of the Building Department or Borough Engineer, substantive, the Developer may be required to obtain amended approval from the Planning Board of the Borough of Little Ferry.

18. The **DEVELOPER,** its assignees or designees, shall perform all work in a good and workmanlike manner, and at all times comply with all laws and/or regulations of the federal government, the State of New Jersey and all ordinances of the **BOROUGH,** as well as such other reasonable requirements as may be imposed by the **BOROUGH** Engineer or any other **BOROUGH** Official having jurisdiction thereof.

19. The **BOROUGH** Engineer may, from time to time, should it deem necessary, effect modifications of approved plans in order to have a proper development of the site for the purposes for which it is intended.

20. The **BOROUGH** expects and the **DEVELOPER**, its assignees or designees, agrees to the inspection of all facilities to be constructed by the **DEVELOPER**. The **BOROUGH** Engineer and Construction Code Officials shall inspect the installation of improvements as set forth on the hereinabove cited plans as the same may now exist or shall be amended or revised in the future. The **DEVELOPER**, its assignees or designees, shall notify the **BOROUGH** Engineer at least forty-eight (48) hours prior to the commencement of construction of any such facilities. In the event of temporary suspension, the **BOROUGH** Engineer shall be notified of the renewed starting date thereof. Backfilling, after the laying of any drainage or sanitary sewer pipes, or other facilities in connection therewith, shall be absolutely forbidden except following inspection and approval by the **BOROUGH** Engineer or his duly authorized representatives.

21. Prior to the final release of any security required by this Agreement, and prior to the issuance of a certificate that all construction has been completed in accordance with the approved plans and resolution, the **DEVELOPER**, its assignees or designees, shall submit an "as built" survey signed and sealed by a licensed New Jersey Land Surveyor showing the exact location, sizes and elevation of all installed improvements including stormwater drainage, sanitary sewers, water mains and utilities, which plans shall be approved by the **BOROUGH** Engineer, and the **BOROUGH** Engineer shall certify to the governing body that all of the work required by this Agreement has been completed in a good and workmanlike manner.

22. No certificate confirming that the **DEVELOPER** has performed the work shall be requested or issued until the **BOROUGH** Engineer has certified that all of the improvements herein provided for have been completed in a good and workmanlike manner; that "as built" plans have been submitted and

approved for the work performed. The Applicant may request partial release of the performance guarantee upon certification by the Borough Engineer of the amount attributable to completed improvements in accordance with N.J.S.A. 40:55D-53(d).

23. In the event that the **BOROUGH** Engineer and/or the Board of Health shall, during the course of construction, determine that despite the plans that have been previously approved, that it is deemed reasonably necessary for the proper development of the site that there be either additional drainage, site grading, contour landscaping, swales, piping or other construction requirements, that the **DEVELOPER,** its assignees or designees shall comply with such reasonable requests, whether or not the present plans provide for the same, as a condition of the release of such **DEVELOPER,** its assignees or designees, and the surety from the performance obligation required herein, provided that such additional requirements are reasonably necessary to accomplish the intent and purpose of the application and the applicable ordinances of the **BOROUGH** relating to the same. For purposes of this Paragraph the words "reasonably necessary" shall only pertain to those proposed changes of the approved plans which the Borough Engineer could not have recognized nor previously addressed during the approval process, (i.e. something unforeseen).

24. The improvements to be constructed shall be constructed in the size and location as shown on the approved plans subject to such changes as may be approved by the Building Department, provided no such changes shall be in violation of any building or Zoning regulations of the **BOROUGH.**

25. The **DEVELOPER** shall at all times, during the construction of the development of the site, be responsible for the removal of all trash and garbage from said site resulting from **DEVELOPER'S** work and in the ordinary course of conducting **DEVELOPER'S** business.

26. Nothing herein contained shall be construed in any way to render the **BOROUGH** liable for any damages, costs or debts for material, labor or

other expenses incurred in the making of these developments, as this Agreement shall be construed solely as permission for the **DEVELOPER**, its assignees or designees, to make such improvements in accordance with the terms hereof.

27. Until the completion of all said improvements as required by the Resolution of the Board and this Agreement, and the acceptance hereof by the **BOROUGH**, the **DEVELOPER**, its assignees or designees, shall be and remain liable for any and all damage occasioned by any neglect, wrongdoing, omission or commission by any person, corporation or partnership arising from making of said improvements, and shall save, indemnify and hold harmless the **BOROUGH** from any and all actions at law or in equity, charges, liens, debts or encumbrances which may arise therefrom or thereby that were not the result of the conduct of the **BOROUGH**.

28. The **BOROUGH** has the right to declare the **DEVELOPER** in default under this Agreement in any one of the following eventualities:

a) The **DEVELOPER** abandons the construction of the improvements for a period of six (6) months, unless such abandonment is caused without the **DEVELOPER**'s fault or neglect, including, but not limited to, by act of God, strikes, lockouts, declarations of public emergency, acts of nature, acts of the public enemy, acts of terrorism, acts of war, fire, pandemic, epidemic, virus, disease, quarantine, travel restriction, or state of emergency, or other conditions beyond the **DEVELOPER**'s control.

b) The **DEVELOPER** fails to complete all of the above described improvements within twenty-four (24) months of commencement of Phase 2 as set forth in the Redevelopment Agreement between the BOROUGH and DEVELOPER executed February 11, 2020 unless the applicable board shall approve an extension of time or such delay is caused by acts of God, strikes, or other events beyond the **DEVELOPER**'s control, then in that event, the time period shall be extended during the pendency of such events.

c) The **DEVELOPER** fails to deposit additional funds as required by Section 6(c) of this Agreement.

d) The **DEVELOPER** fails to immediately discontinue any work determined by the **BOROUGH** Engineer, upon written notice to the **DEVELOPER**, not to be in accordance with the approved plans.

29. In the event default is declared by the **BOROUGH**, the **BOROUGH** may direct the Construction Code Official upon written notice to the **DEVELOPER** to issue a stop work order on the construction of the affected site and withdraw the Building Permits. Further, the **BOROUGH** may undertake to complete those improvements which are necessary to insure the health and safety of the **BOROUGH**'s residents, or to restore the site, under the terms of the Performance Guarantee at the **DEVELOPER**'s sole cost and expense.

30. The parties hereto agree that the terms and conditions of this Agreement shall be binding upon them, their heirs, successors and assignees, until such time as all work required hereto has been performed in a good and workmanlike manner, and has been so certified to the **BOROUGH** by the **BOROUGH** Engineer.

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

32. No building permit shall be issued until **DEVELOPER** has provided sufficient evidence that such **DEVELOPER** has secured, or does not require:

a) Approval or letter of exemption from the Bergen County Planning Board;

b) All other approvals, certificates and permits from governmental agencies with jurisdiction over the project;

c) All bonds and escrows required by this Agreement;

d) Certificates of Insurance as required by this Agreement.

In the event that such approvals set forth above cannot be approved without a material modification of the Site Plan approved herein, the **DEVELOPER** shall resubmit such Site Plan to the Planning Board for consideration of the changes required.

34. In the event that by reason of the negligence of **DEVELOPER** in the construction of this development, litigation arises and the **BOROUGH** is made a party defendant to any lawsuit so instituted, alleging that the **BOROUGH** has, in any way, participated in the negligence of the **DEVELOPER** and not by reason of allegations concerning the actions of the **BOROUGH** in and of itself, and by reason of the necessity of the **BOROUGH** to defend such suit, the escrow funds provided for in paragraph 5 are not deemed to be sufficient to pay the continuing bills for services rendered to the **BOROUGH** by its attorney and/or engineer, the **BOROUGH** may serve a written notice by certified mail, return receipt requested, upon **DEVELOPER** at the address set forth at the head of this Agreement, requiring **DEVELOPER** to deposit in escrow, within 10 days thereafter, such additional funds as the **BOROUGH** may deem necessary for the completion of the development and the defense of any such lawsuits. **DEVELOPER**, shall, within said 10 days, deposit such additional funds in escrow, as required. Should **DEVELOPER** fail to do so within the required period of time, the **BOROUGH** may direct its building inspector to place a stop work notice on the development of the property.

35. **DEVELOPER** shall remain responsible for all obligations of **DEVELOPER** under this Developer Agreement, the site plan and/or subdivision approvals and all other permits issued to **DEVELOPER** for the project (collectively, the "Permits") whether or not the **DEVELOPER** transfers all or any part of the Property. Notwithstanding the foregoing, in the event **DEVELOPER** transfers any part of the Property, such transferee may assume the obligations of **DEVELOPER** under this Agreement and the Permits, provided however, that **DEVELOPER** shall not be released from its obligations under this Agreement

and the Permits unless a transferee assumes such obligations and the Borough is notified of the transfer.

[signatures on next page]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and their corporate seal to be hereto affixed the day and year first above written.

ATTEST:

MERIDIA LITTLE FERRY 110, URBAN RENEWAL, LLC

DENNIS P. LILLIA

GEORGE M. CAPODAGLI

ATTEST:

THE BOROUGH OF LITTLE FERRY
A Municipal Corporation

BARBARA MALDONADO,
BOROUGH CLERK

MAURO D. RAGUSEO,
MAYOR

EXHIBIT A

RESOLUTION

PLANNING BOARD OF THE BOROUGH OF LITTLE FERRY

DATED: July 22, 2020

APPLICATION NO.:	2019-10-08-P-10
APPLICANTS:	Merida Urban Renewal, Little Ferry, LLC
APPLICANT'S ATTORNEY:	Jason Tuvel, Esq.
PREMISES:	110 Bergen Turnpike Block 25 Lot 2
OWNER OF PREMISES:	Merida Urban Renewal, Little Ferry, LLC
DATE OF PRESENTATION:	June 17, 2020
SITE PLAN SUBDIVISION	**Prepared by Stonefield Engineering & Design**
DATED:	September 15, 2019
REV'D:	February 14, 2020
APPLICATION:	Preliminary and Final Site Plan with bulk variance relief to construct a mixed use complex with two hundred ninety- four (294) residential units, commercial space and parking.
DECISION:	Approved on June 17, 2020 subject to certain conditions.

WHEREAS, Meridia Urban Renewal, Little Ferry, LLC has made application to the Planning Board of the Borough of Little Ferry seeking bulk variances, and preliminary and final site plan approval on property designated as Lot 2 in Block 25 on the tax assessment map of Little Ferry, more commonly known as 110 Bergen Turnpike; and

WHEREAS, the applicant has, by affidavit, presented satisfactory proof to the Board that

all owners of the property situate within and without the municipality and within 200 feet of the premises to be affected have been given notice pursuant to the applicable statutes; and

WHEREAS, the applicant has, by affidavit, presented satisfactory proof to the Board that proper notification in accordance with the applicable statutes including publication of a notice of hearing has been accomplished and the Board has acquired jurisdiction to hear the matter; and

WHEREAS, on June 17, 2020 the Board held a public hearing at which time it heard the testimony and considered the argument on behalf of the applicant as well as from all other person wishing to be heard; and

WHEREAS, on June 17, 2020, the Board, at a public hearing and in open session conducted its deliberations in connection with said application; and

WHEREAS, after due consideration and deliberation the Board did adopt a voice resolution approving certain variances as well as said site plan subject to certain conditions; and

WHEREAS, pursuant to N.J.S.A. 40:55D-10(g) said decision must be reduced to writing and shall include findings of fact and conclusions based thereon; and

WHEREAS, the statute further provides that the Board may provide such written decision by the adoption of a resolution of memorialization at a subsequent meeting; and

WHEREAS, the applicant's attorney gave the Board an initial overview of the application. He stated that the project will consist of two hundred ninety-five (294) residential units, including fifteen (15) affordable housing units, and a total of five hundred forty (540) parking spaces in two (2) buildings. Building A will be four (4) story building with a maximum height of forty-eight (48') feet, while Building B will be 72.8 feet high.

The applicant had also pre-filed numerous exhibits both with the Planning Board as well as on-line for public inspection. These included the following:

1. Site Plan titled "Preliminary and Final Major Site Plan for Meridia Capodogli Property, Meridia Little Ferry Propose Mixed Use Development, Block 25/Lot 2, 110 Bergen Turnpike, Borough of Little Ferry, Bergen County New Jersey" dated 8/25/10 revised to 2/14/20 prepared by Stonefield Engineering & Design consisting of twenty-eight (28) sheets.
2. Architectural Plans titled "Maridia Little Ferry 11—Proposed Mixed Use Development, Block 25, Lot 2, 110 Bergen Turnpike Block 25, Lot 2, 110 Bergen Turnpike, Borough of Little Ferry, Bergen County, New Jersey" dated 11/25/2019 revised to 2/20/2020, prepared by CPA Architecture, consisting of twenty-four (24) sheets.
3. The Traffic Impact Study dated February 14, 2020 prepared by Stonefield Engineering & Design, LLC;
4. Stormwater Management Report dated February 14, 2020 prepared by Stonefield Engineering & Design, LLC;
5. Environmental Impact Statement Dated February 14, 2020 prepared by Stonefield Engineering & Design, LLC;
6. Neighborhood Impact Statement dated February 14, 2020 prepared by Stonefield Engineering & Design, LLC.;
7. Drainage Area maps dated 9/25/19 revise to 02/24/20 prepared by Stonefield Engineering & Design, LLC;
8. ALTA/NSPS Land Title Survey, dated 7/23/2019 last revised through

2/17/20 prepared by Stonefield Engineering & Design, LLC

9. The applicant's first witness was James Kinosian, who qualified and testified as an expert in engineering.

10. This expert introduced an aerial map into evidence dated June 12, 2020, which was accepted as Exhibit A-1. The Exhibit depicted the site, which is currently vacant, and consists of 4.92 acres. The witness testified that the site was generally flat and at elevation 4 or 5.

11. Exhibit A-1 shows, and the witness testified, that the lot is uniquely shaped, being much wider on the west end, and narrower to the east. The witness also testified that there are several easement existing on the property, some of which are in favor the the New Jersey Department of Transportation and others of which are owned by the Bergen County Utilities Authority.

12. The witness then introduced a colored rendering of the proposed site dated June 12, 2020 which was accepted into evidence as Exhibit A-2.

13. The witness testified that the applicant proposed to construct two (2) building on the site.

14. Building A is a proposed four (4) story mixed use building on the west of the site, with a footprint of 63,276 square feet.

15. Building A is proposed to contain 13,393 square feet of commercial space on the ground floor with two (2) levels of apartments above two (2) levels of parking. There are a total of one hundred thirty (130) residential apartments proposed in Building A in addition to one hundred ninety-three (193) parking spaces.

16. Building B, to the east, is proposed to consist of five (5) apartments levels above one parking level. It will contain a total of one hundred sixty-four (164) apartments and seventy-

three (73) parking spaces. It is a six story building with a footprint of 24,652 square feet. It will be a maximum of 72. 8 feet high.

17. The witness testified that the property is in a tidally flowed flood zone and that the lowest finished floor of both buildings will be at or above nine (9) feet.

18. The witness testified that there was a public access walkway, which is depicted on the Exhibit, along the southern property line to provide public access from Bergen Turnpike to the Hackensack River.

19. The witness testified the applicant is requesting a waiver for parking stall width of 8.5' where 9' is required, as well as a waiver for the length of some parking spaces which do not meet the eighteen (18') foot requirement. According to the witness, there are nine (9) spaces that are sixteen (16') feet long and three (3) spaces that are seventeen (17') feet long.

20. The witness also testified that the applicant will comply with all of the stonewater comments made by Board Engineer, Job & Job.

21. The witness testified that the applicant will comply with all of the storm water comment made by the Board Engineer, Job & Job.

22. The witness also testified that the applicant will meet with the Board's Landscape Architect, Scott Alan Design, and will comply with all reasonable requests.

23. The witness testified that several additional approvals will be needed for this project including the following:

1. New Jersey Department of Environmental Protection Waterfront Development;
2. New Jersey Department of Environmental Flood Hazard Permit;
3. Bergen County Soil Conservation District approval;
4. Bergen County Planning Board approval;

5. New Jersey Department of Transportation approval.

6. The United States Army Corp. of Engineering approval.

7. The witness testified that the applicant will comply will all of the comments contained in the Board Engineer, Job & Job's letter dated May 20, 2020.

8. The applicant's next witness was Matthew Seckler, who qualified and testified as an expert in traffic engineering.

9. The Traffic Impact Study dated February 14, 2020 prepared by Stonefield Engineering & Design, LLC;

10. Stormwater Management Report dated February 14, 2020 prepared by Stonefield Engineering & Design, LLC;

11. Environmental Impact Statement Dated February 14, 2020 prepared by Stonefield Engineering & Design, LLC;

12. Neighborhood Impact Statement dated February 14, 2020 prepared by Stonefield Engineering & Design, LLC.;

13. Drainage Area maps dated 9/25/19 revise to 02/24/20 prepared by Stonefield Engineering & Design, LLC;

14. ALTA/NSPS Land Title Survey, dated 7/23/2019 last revised through 2/17/20 prepared by Stonefield Engineering & Design, LLC

15. The expert had prepared a report dated February 14, 2020 based upon traffic counts that were obtained on October 2, and October 29, 2018.

16. The witness testified that both of the roadways which the site fronts on are heavily travelled and there is queuing, sometimes for a long period of time, expecially for the left turning lane.

17. The witness testified that the site is proposed to be developed as "Live, Work Play" site which means that it has been designed to accommodate many of the needs of the residents who live there, without having to travel off-site to obtain services.

18. The witness testified that the delay in the traffic movement which would be expected to be caused by this development is two (2) seconds.

19. The witness testified that site is actually compliant on the quantity of the parking spaces provided however, as noted earlier; several of the spaces do not meet the requirements of the Borough Ordinance for parking stall size.

20. In response to questioning by the Board, the witness testified that the applicant will widen the parking spaces in the aisle in front of Building A, which were depicted as deficient, in order to have a width of nine (9') feet.

21. The applicant also agreed, upon questioning by the Board, to modify the driveway to Bergen Turnpike, which is depicted as 44 feet wide, to have one lane turning left and one lane turning right. The applicant agreed to construct the site in that manner if the appropriate county agencies approve.

22. The witness then testified about the variance which was required for a parking within the Route 46 setback. The witness testified that the site does not actually require a variance because Route 46 is elevated much higher than the site and, therefore, the setback requirement should not apply. In addition, the witness testified that the northern property line which borders Route 46 is a front yard.

23. Alternatively, the witness testified that if a variance is required, it can be granted by the Board because the parking will not affect Route 46 in any manner because the difference in grade between the site and Route 46 will eliminate any impact from the

parking.

24. The applicant's next witness was Christiana Periera, who qualified and testified as an expert in architecture. This witness introduced a colored rendering of the site plan phasing and five (5) area photographs, which were accepted into evidence as Exhibit A-3.

25. The witness also introduced a colored rendering of the site plan from Bergen Turnpike which was accepted into evidence as Exhibit A-4.

26. The witness testified that there are several amenities that will be constructed on the site that will be open to the public as well as to the residents of the site, including a restaurant, a coffee shop, a laundromat, a ticket center and similar businesses.

27. The witness testified that there are photoelectric panels on the roof of both Building A and Building B which should be able to provide all the electrical needs of the common areas in both buildings.

28. The witness then pointed out the various signage that the applicant was requesting. As shown on the plans, there are two (2) "M" logos, one being located on both Buildings A&B. In addition, there are "blade signs" that read "Meridia".

29. The witness also reviewed the signage table which on Sheet A 2-10 of the plans.

30. The witness testified that the apartments, to be constructed, are proposed to be rentals.

31. The witness also testified that Building A will be constructed of wood framing and that in Building B the first story of residential apartments will be non-combustible while all floors above that will be standard wood frame construction.

32. The applicant then called its next witness, Cathryn Gregory, a Professional

Planner, who qualified and testified as an expert witness. The witness testified that the site is subject to the RFA Overlay Zone as well as the 120 Bergen Turnpike Redevelopment Agreement. The witness testified as to the variances the applicant was requesting. The first variance was for minimum parking setback of 4.9' feet where 12' is required for a side or rear yard. The witness testified that the 15' difference in elevation between the site and adjacent roadway is sufficient reason for the Board to grant this variance.

33. The witness also testified that any variances required for the signs, including size, scale and location, can be granted by the Board for both safety and aesthetic reasons because the adjacent roadways are high speed and require more and larger signs in order to give motorists sufficient time to identify and recognize the site.

34. The witness also testified that the applicant is requesting waivers for driveway width, parking space width and parking space length. The witness testified that management will be assigning parking spaces, and can assign sub-standard sized spaces to residents who have smaller cars, therefore, eliminating any detriment that could result from the waivers.

35. The witness also testified that, in her professional opinion, there is no need for additional parking spaces because of the Borough Ordinance which allows a reduction for shared parking which allow for a 30% reduction for sites that have shared parking and the applicant is providing sufficient parking spaces.

36. The witness also testified that the application promotes the general welfare because it provides a desirable visual environment.

37. The witness also testified that, in her opinion, the proposed development will

cause substantial detriments to the zone plan or Zoning Ordinances.

WHEREAS, the Board has reviewed the testimony and evidence presented by and on behalf of the applicant and has further heard and considered the testimony and evidence of the surrounding property owners and all others desiring to be heard; and

WHEREAS, this Board concludes that the proposal of the applicant is consistent with the zoning and planning scheme of the Borough of Little Ferry and, upon satisfaction of all the conditions hereinafter imposed, will not be detrimental to the general welfare; and

WHEREAS, the Board finds that, as testified to by the witnesses, the variances requested were justified in that enforcement of the standards would create a hardship and that the proposed project, with the conditions required by the Board, represented a better zoning alternative for the property; and

WHEREAS, the Board finds that the bulk variances can be granted without a substantial detriment to the public good and will not substantially impair the purpose of the zone plan / zoning ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Borough of Little Ferry that the application of Meridia Urban Renewal, Little Ferry, LLC for preliminary and final site plan approval with variance relief is hereby granted subject to the following:

1. Approval by all Borough agencies having jurisdiction over this matter, including but not limited to, Fire Department, Fire Prevention Bureau, Borough Engineer and the Building Department.

2. Full compliance with any stipulations made on behalf of the applicant.

3. Applicant shall enter into a Developer's Agreement with the Borough of Little Ferry to be prepared by the attorney to the Planning Board, in a form acceptable to the Borough and

applicant.

4. The agreement of the applicant that, should the escrow grant posted in this matter be found insufficient to cover the reasonable expenses of the Borough incurred in connection with this application, then the applicant shall deposit such additional monies into escrow that shall be necessary to cover said expenses upon notice from the Borough Clerk.

5. This application may be subject to approval by the Bergen County Planning Board, New Jersey Department of Transportation, Bergen County Soil Conversation District and New Jersey Department of Environmental Protection. If any revisions to said plan are required by any of these agencies, the plans must then be submitted to the Little Ferry Planning Board for an evaluation and initial determination as to whether such revisions are so substantial as to require a new hearing and the submission of a revised site plan. Alternatively, the board may determine that said modifications may be accepted without further action as an amendment to the site plan.

6. Applicant shall comply with all governmental agencies and borough ordinances and regulations including approval of plumbing and sewer connections by the appropriate borough officials and government agencies.

7. The affordable housing obligation for this Development consists of a total of fifteen (15) affordable housing units.

8.The Applicant shall comply with all applicable Borough regulations, Ordinances, directives and as well as applicable sections of the Uniform Housing Affordability Control Rules, N.J.A.C. 5:80-26.1 et seq., including, but not limited to, administration of units, marketing, rent pricing and stratification, qualification and selection of households, etc., and FHA requirements, as pertaining to affordable housing and obligations related thereto.

Documentation demonstrating such compliance is required as an ongoing condition of this approval.

9. Developer shall have an obligation to deed-restrict the residential units as very low, low and moderate income affordable units. Any such affordable units shall comply with UHAC, the Fair Housing Act, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws.

10. In addition, the affordable units shall remain affordable for a period of at least thirty (30) years from the date of their initial occupancy ("Deed-Restriction Period") so that the Borough may count the units against its obligations to provide affordable housing. This obligation includes, but is not limited to Developer's obligation to comply with bedroom and income distribution requirements, including the FHA's 13% very low income requirement, affirmative marketing requirements, candidate qualification and screening requirements, integrating the affordable units amongst the market rate units, and deed restriction requirements. At least 50% of the affordable units shall be reserved for low income households and at least 13% of the total affordable units must be very low income (which count towards the 50% low income requirement).

11. The distribution of the affordable housing units shall be in compliance with COAH's Round Two substantive regulations, N.J.A.C. 5:93, which the Parties believe will govern the issue, or as approved by the Special Master and the Court.

12. Prior to receipt of a building permit the applicant shall submit one (1) reproducible plan for the signature of the Chairman of the Planning Board, then return the signed reproducible together with fourteen (14) copies of the executed plans to the Planning Board.

13. Applicant shall complete all improvements as set forth in the site plan prior to the

issuance of a Certificate of Occupancy. In the event that all such improvements and conditions have not been completed, a cash bond will be required at 120% of the construction cost of the uncompleted improvements and the amount of such bond shall be approved by the Borough Engineer. At that time, the applicant shall agree to complete all work in accordance with the approved plans and the Planning Board Resolution within ninety (90) days (if during the construction period) or within ninety (90) days after the beginning of the construction period (as appropriate).

14. An as-built plan showing the site as actually developed shall be submitted for review and approval of the Borough Engineer prior to issuance of a final Certificate of Occupancy.

15. All lighting in connection with the project shall be shielded or screened down and the lighting in the parking areas in particular shall be reviewed in six (6) months by the Board Engineer to ascertain that such lighting will be appropriate and adequate. If not, the matter will be referred by the engineer to the board for remedial action, if not handled by him administratively.

16. The continued compliance with all of the conditions contained herein is required for the continuation of any Certificate of Occupancy issued; and

BE IT FURTHER RESOLVED that this approval is specifically granted based upon the testimony of the applicant, their witnesses, the exhibits, and the application submitted to the Planning Board, all of which have been relied upon by the Board.

BE IT FURTHER RESOLVED that the relief granted to the applicant is specifically made subject to any conditions referred to herein. In the event any condition is held to be invalid, unenforceable, or unlawful, the entire approval shall be unenforceable. It is the intent of the Board that the relief granted herein not be approved if any condition is invalid, and that the

conditions are not severable from any variances or relief granted herein.

ATTEST:

ROBIN SEBASTIAN, Acting Secretary

APPROVED:

STEVEN GERARD, Chairman

CERTIFICATION TO THE RESOLUTION OF THE BOROUGH OF LITTLE FERRY

REGARDING THE APPLICATION OF:

Merida Urban Renewal, Little Ferry, LLC

APPLICATION NO.

2019-10-08-P-10

I hereby certify that the foregoing resolution truly represents the resolution passed by the Planning Board of the Borough of Little Ferry, 7 members present voting affirmatively, 0 members voting in the negative, and 1 members abstaining.

Bertha Sneyer, Clerk

DATED: July 22, 2020.

EXHIBIT B

JOB AND JOB
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
108 HUDSON STREET
HACKENSACK, NEW JERSEY 07601
TEL (201) 487-8754 • FAX (201) 487-7679
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FLORIO C. JOB, P.E. & L.S. - 1897-1970
KENNETH G.B. JOB, P.E., L.S., P.P.
KENNETH J. JOB, P.E., P.L.S., P.P.

October 15, 2019

Borough of Little Ferry
Planning/Zoning Board
215-217 Liberty Street
Little Ferry, New Jersey 07643

Re: Site Plan
110 Bergen Turnpike
Block 25, Lot 2
Borough of Little Ferry
Bergen County, New Jersey

Dear Board Members:

We are in receipt of the following documents in connection with the above captioned site plan application.

1. Correspondence from Prime and Tuvel (Jason R. Tuvel, Esq.), dated October 7, 2019.
2. Borough of Little Ferry Site Plan Application, including "Checklist of Submissions", and "Attachments".
3. Neighborhood Impact Statement, prepared by Stonefield Engineering & Design, dated 9/25/19, with no revisions.
4. Environmental Impact Statement, prepared by Stonefield Engineering & Design,dated 9/25/19, with no revisions.
5. Traffic Impact Study, prepared by Stonefield Engineering and Design, dated 9/25/19, with no revisions.
6. Stormwater Management Report, prepared by Stonefield Engineering and Design, dated 9/25/19, with no revisions.

7. ALTA/NSPS Land Title Survey, prepared by Stonefield Engineering and Design (Phillip A. McKenty, Jr., PLS), dated 9/4/18, revised through 7/23/19.

8. Plans prepared by Stonfield Engineering consisting of the following sheets:

   C-1, Title Sheet, dated 9/25/19, with no revisions.
   C-2, ALTA/NSPS Land Title Survey, dated 9/4/18, revised through 7/23/19.
   C-3, ALTA/NSPS Land Title Survey, dated 9/4/18, revised through 7/23/19.
   C-4, Demolition Plan, dated 9/25/19, with no revisions.
   C-5 Demolition Plan, dated 9/25/19, with no revisions.
   C-6 Overall Site Plan, dated 9/25/19, with no revisions.
   C-7, Site Plan, dated 9/25/19, with no revisions.
   C-8, Site Plan, dated 9/25/19, with no revisions.
   C-9, Grading and Drainage Plan, dated 9/25/19, with no revisions.
   C-10, Grading and Drainage Plan, dated 9/25/19, with no revisions.
   C-11, ADA Ramp Plan, dated 9/25/19, with no revisions.
   C-12, Utility Plan, dated 9/25/19, with no revisions.
   C-13, Utility Plan, dated 9/25/19, with no revisions.
   C-14, Lighting Plan, dated 9/25/19, with no revisions.
   C-15, Lighting Plan, dated 9/25/19, with no revisions.
   C-16, Soil Erosion and Sediment Control Plan (Phase I), dated 9/25/19, with no revisions.
   C-17, Soil Erosion and Sediment Control Plan (Phase II), dated 9/25/19, with no revisions.
   C-18, Landscaping Plan, dated 9/25/19, with no revisions.
   C-19, Landscaping Plan, dated 9/25/19, with no revisions.
   C-20, Landscaping Details, dated 9/25/19, with no revisions.
   C-21, Construction Details, dated 9/25/19, with no revisions.
   C-22, Construction Details, dated 9/25/19, with no revisions.
   C-23, Construction Details, dated 9/25/19, with no revisions.
   C-24, Construction Details, dated 9/25/19, with no revisions.
   C-25, Construction Details, dated 9/25/19, with no revisions.
   C-26, Pedestrian Detour Plan, dated 9/25/19, with no revisions.
   C-27, US Route 46 Traffic Control Plan, dated 9/25/19, with no revisions.
   C-28, Bergen Turnpike Traffic Control Plan, dated 9/29/19, with no revisions.

9. Architectural Plans, prepared by CPA Architecture, consisting of the following sheets.

   T-000, Architectural rendering, dated 10/05/18, with no revisions.
   T-100, Rendering, dated 10/5/18, with no revisions.
   A-001, Site Views, dated 10/5/18, with no revisions.
   A-002, Building A+B Phases I & II Site Plan, dated 10/5/18, with no revisions.
   A-100, Building A Ground Floor Plan Parking Layout, dated 10/5/18, with no revisions.
   A-101, Building A Second Floor Plan Parking Layout, dated 10/5/18, with no revisions.

A-102, Building A Third Floor Plan Residential, dated 10/5/18, with no revisions.
A-103, Building A Typical Floor Plan Residential, dated 10/5/18, with no revisions.
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A-111, Apartment Layout Building A Architecture, dated 10/5/18, with no revisions.
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A-117, Apartment Layout Building B Architecture, dated 10/5/18, with no revisions.
A-118, Apartment Layout Building B Architecture, dated 10/5/18, with no revisions.
A-200, Elevations Building A, dated 10/5/18, with no revisions.
A-201, Elevations Building B, dated 10/5/18, with no revisions.
A-210, Signage Details, dated 10/5/18, with no revisions.
A-211, Details, dated 10/5/18, with no revisions.

My office has undertaken an initial "procedural" review of the above captioned documents. We have also performed inspections of the site and adjoining/adjacent properties as well as discussing certain "open" issues with the applicant's engineer.

The purpose of our initial procedural review was to determine the various "outside agency" approvals which will be required for the project, their potential impact on the application's Site Plan Approval, as well as whether, the application, as submitted, can be considered, from an "engineering" perspective, complete.

I. General:

1. As the Board is well aware, there are currently two vertical datums (NGVD29, NAVD88) used to establish Mean Sea Level.

   The ALTA/NSPS Land Title Survey, as well as the project's Civil Engineering Plans, utilize the NAVD88 vertical datum.

   This is the same elevation datum used for the current (August 2019) Borough of Little Ferry FEMA FIRM Flood Map.

2. The project will consist of a four story Mixed Use (residential, restaurant, retail, retail service, office and commercial) building and a six story Residential building.

   The plans show that the site will be developed in two phases.

Phase I of the development will be for the Mixed-Use building. Phase II will be for the Residential building.

3. The applicant should include, as part of their testimony, a discussion of the "timing" for the construction of each phase of the development.

4. Sheet 1 of the plans includes a "Zoning Relief Table".

   The "Zoning Relief Table" identifies the Variances and Waivers required for the project.

5. Based on our initial procedural review of the Civil Engineering Plans, we have some concerns regarding the site design, relative to traffic.

   These include "undersized" parking stalls and drive aisles for portions of the site.

   It is our recommendation therefore that the Board utilize a Traffic Engineer to review all traffic aspects of the project.

6. The site landscaping will be reviewed by the Borough's Landscape Architect.

7. The project's architectural plans will be reviewed by the Borough's architect.

8. As indicated previously in this report, Sheet 1 of the plans includes a "Zoning Relief Table".

   This "Zoning Relief Table" indicates the "waivers" which will be required from the Residential Site Improvement Standards (RSIS).

   As the Board is aware, the RSIS are to be used for all residential projects.

   In the case of a "Mixed Use" building, the RSIS standards are applied to the residential component.

   The Municipality's standards are applied to the "commercial" compenent.

II. Permits/Outside Agency Approvals:

1. The property is located within a 100 year flood zone.

   The property also abuts the Hackensack River.

   Therefore the project will require a New Jersey Department of Environmental Protection Flood Hazard Area or Waterfront Development Permit.

This permit is referenced in the "Licenses, Permits, and Approvals Required" section of the Environmental Impact Statement.

2. As indicated, the property abuts the Hackensack River, which is a "navigable" waterway.

   Therefore the project will require submittal to the US Army Corps. of Engineers.

   This is referenced in the "Licenses, Permits, and Approvals Required" section of the Environmental Impact Statement.

3. The property is traversed by a Bergen County Utilities Authority Easement.

   The Site Plan shows various "improvements" to be located within this easement.

   Therefore, the applicant must obtain confirmation from the Bergen County Utilities Authority that these improvements are permitted within their easement.

4. The disturbed area for the project will exceed 5,000 square feet.

   Therefore the project will require a Bergen County Soil Conservation District Permit.

   The applicant's attorney has included, as one of their submittal documents, correspondence dated April 3, 2019 from Stonefield Engineering to the Bergen County Soil Conservation District making applications for this permit.

5. The property fronts on Bergen Turnpike, which is a County right-of-way.

   Therefore, the project will require approval from the County of Bergen.

   This is referenced in the "Licenses, Permits, and Approvals Required" section of the Environmental Impact Statement.

6. The documents provided by the applicant's attorney did not include sanitary sewer calculations.

   It is apparent that the project's theoretical daily average sanitary sewer flows will be well above 8,000 gallons per day.

   Therefore, the project will require a New Jersey Department of Environmental Protection Treatment Works Approval Permit.

Normally, the review of a Treatment Works Approval Permit Application is handled through the Governing Body, since they are required to endorse the project by Resolution and execute Endorsement Form WQM003.

7. The disturbed area of the project will exceed 1 acre.

   The project will also create more than 1/4 acre of new impervious coverage.

   Therefore, for stormwater purposes, the project is classified as a "Major Development"

   The impact of this on the project's design will be discussed, as required, in our engineering comments.

III. Completeness:

1. Our review of the ALTA/NSPS Land Title Survey found several "discrepancies" in the survey data, most notably the rim and invert elevations of the Borough of Little Ferry 10" sanitary sewer main which traverses the site.

   Therefore, during an October 11, 2019 telephone conference with the applicant's engineer I advised them of the discrepancies so that they can address this.

2. The ALTA/ACSM Land Title Survey references, by note, the FEMA FIRM Flood Map which was in effect at the time that plat was prepared,

   However, as the Board is aware, in August 2019 new FEMA FIRM maps were adopted.

   Therefore, when the survey is revised, to address the issues discussed under comment 1 of this section of our report, the flood map reference shall be revised to indicate the current FEMA FIRM map.

   This is of particular importance, since the previous (2005) map utilized the NGVD29 vertical datum while the "new" map uses the NAVD88 vertical datum.

3. The Civil Engineering Plans submitted to my office include a tabular breakdown of off-street parking requirements for the Phase I portion of the development.

   However, those plans did not include this analysis for the Phase II portion of the project.

4. The ALTA NSPS Land Title Survey and our inspections of the site found several "above ground" monitoring wells.

Our review of the Environmental Impact Statement, which will be discussed in detail separately, did not find a reference to these monitoring wells.

It will, therefore, be necessary for the Environmental Impact Statement to be revised to address this.

5. The ALTA/NSPS Land Title Survey and project plans show that the property is traversed by a 10" Borough of Little Ferry sanitary sewer main, running from Bergen Turnpike to the Bergen County Utilities Authority's 96" sanitary sewer interceptor.

   This is the sanitary sewer main into which the applicant proposes connecting the sewer laterals for the Mixed Use and Residential buildings.

   This sanitary sewer main is "downstream" of the Bergen County Utilities Authority sewer meter, located at the Kaufman Avenue/Bergen Turnpike intersection.

   This 10" sanitary sewer main conveys, a significant portion of the northerly portion of the Borough's sanitary sewer flows from the sewer meter to the Bergen County Utilities Authority's 96" sanitary sewer interceptor.

   This presents two issues.

   First is the fact that this sanitary sewer interceptor is "post meter". This means that any sanitary sewer flows introduced into the line would not be metered.

   Second is that, based on my discussions with the Superintendent of Public Works, there are "concerns" with the capacity of this line, as it pertains to accommodating the significant sanitary sewer flows this project will generate.

   On October 11, 2019 I had an opportunity to discuss these issues with the applicant's engineer.

   It was my recommendation that the simplest way to address this situation would be to "meter", "on site" the sanitary sewer lateral for each building.

   This information would then be provided to the Borough and Bergen County Utilties Authority.

   This would address the issue of the sanitary sewer connections being installed "post meter".

   It was also my recommendation that the capacity issue be addressed by installing a new, larger diameter, sanitary sewer main through the site.

The sanitary sewer main's size would be designed based on a "worst case" scenario.

That is, installing a new larger diameter sanitary sewer main "upstream" of the Mixed Use building's sanitary sewer lateral, then installing the new main to the Bergen County Utilities Authority's 96" diameter interceptor.

This size of this new interceptor would be based on the existing 10" diameter Borough of Little Ferry sanitary sewer interceptor being considered "flowing full", and the new interceptor being designed to accommodate this flow, plus the "peak" flow generated by the overall (Phase I and Phase II) 110 Bergen Turnpike Development.

The "peak" flow for this development would be computed at 4 times the daily average sanitary sewer flow.

6. As indicated previously in this report, the project will require a New Jersey Department of Environmental Protection Treatment Works Approval Permit.

   As also indicated in that report, the review of that Permit application is normally handled through the Governing Body since they are required to endorse the project by resolution and execute endorsement form WQM003.

   However, based on the "issues" with the sanitary sewer design for the site, sanitary sewer design calculations must be provided at this time.

Based on the "open" items discussed under the "Completeness" section of this report, at this time the application must be considered, from an engineering perspective, "incomplete".

While, the above items must be addressed before the application may be classified as "complete", my office will, to not unnecessarily delay the application from moving forward, continue our review of those engineering items which are not impacted by "Completeness" issues.

We will, of course, continue to keep the Board advised as to the status of this project.

Enclosed is our voucher covering professional services rendered to date in connection with this site plan application.

Based on the nature of the application a significant portion of the review was provided by a principal of the firm.

Since, however, under "normal" circumstances this review would have been handled by a staff engineer, our voucher has been broken down accordingly.

If you have any questions or require any additional information, please do not hesitate to contact me.

Yours very truly,

JOB & JOB CONSULTING ENGINEERS
Borough Engineer
Borough of Little Ferry

Kenneth J. Job, P.E.

KJJ/dc
Enclosure
cc: Brian Giblin, Esq.
Arthur Senor
Scott Levy
Anthony Iovino
Jason Tuvel, Esq.
Arthur Kuyan (Stonefield Engineering)

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December 2, 2019

Borough of Little Ferry
Planning/Zoning Board
215-217 Liberty Street
Little Ferry, New Jersey 07643

Re: Site Plan
110 Bergen Turnpike
Block 25, Lot 2
Borough of Little Ferry
Bergen County, New Jersey

Dear Board Members:

I am writing you this letter as follow up to my October 15, 2019 correspondence concerning the above captioned project.

As I indicated in that correspondence, I had received the following documents:

1. Correspondence from Prime and Tuvel (Jason R. Tuvel, Esq.), dated October 7, 2019.

2. Borough of Little Ferry Site Plan Application, including "Checklist of Submissions", and "Attachments".

3. Neighborhood Impact Statement, prepared by Stonefield Engineering & Design, dated 9/25/19, with no revisions.

4. Environmental Impact Statement, prepared by Stonefield Engineering & Design,dated 9/25/19, with no revisions.

5. Traffic Impact Study, prepared by Stonefield Engineering and Design, dated 9/25/19, with no revisions.

6. Stormwater Management Report, prepared by Stonefield Engineering and Design, dated 9/25/19, with no revisions.

7. ALTA/NSPS Land Title Survey, prepared by Stonefield Engineering and Design (Phillip A. McKenty, Jr., PLS), dated 9/4/18, revised through 7/23/19.

8. Plans prepared by Stonfield Engineering consisting of the following sheets:

   C-1, Title Sheet, dated 9/25/19, with no revisions.
   C-2, ALTA/NSPS Land Title Survey, dated 9/4/18, revised through 7/23/19.
   C-3, ALTA/NSPS Land Title Survey, dated 9/4/18, revised through 7/23/19.
   C-4, Demolition Plan, dated 9/25/19, with no revisions.
   C-5 Demolition Plan, dated 9/25/19, with no revisions.
   C-6 Overall Site Plan, dated 9/25/19, with no revisions.
   C-7, Site Plan, dated 9/25/19, with no revisions.
   C-8, Site Plan, dated 9/25/19, with no revisions.
   C-9, Grading and Drainage Plan, dated 9/25/19, with no revisions.
   C-10, Grading and Drainage Plan, dated 9/25/19, with no revisions.
   C-11, ADA Ramp Plan, dated 9/25/19, with no revisions.
   C-12, Utility Plan, dated 9/25/19, with no revisions.
   C-13, Utility Plan, dated 9/25/19, with no revisions.
   C-14, Lighting Plan, dated 9/25/19, with no revisions.
   C-15, Lighting Plan, dated 9/25/19, with no revisions.
   C-16, Soil Erosion and Sediment Control Plan (Phase I), dated 9/25/19, with no revisions.
   C-17, Soil Erosion and Sediment Control Plan (Phase II), dated 9/25/19, with no revisions.
   C-18, Landscaping Plan, dated 9/25/19, with no revisions.
   C-19, Landscaping Plan, dated 9/25/19, with no revisions.
   C-20, Landscaping Details, dated 9/25/19, with no revisions.
   C-21, Construction Details, dated 9/25/19, with no revisions.
   C-22, Construction Details, dated 9/25/19, with no revisions.
   C-23, Construction Details, dated 9/25/19, with no revisions.
   C-24, Construction Details, dated 9/25/19, with no revisions.
   C-25, Construction Details, dated 9/25/19, with no revisions.
   C-26, Pedestrian Detour Plan, dated 9/25/19, with no revisions.
   C-27, US Route 46 Traffic Control Plan, dated 9/25/19, with no revisions.
   C-28, Bergen Turnpike Traffic Control Plan, dated 9/29/19, with no revisions.

9. Architectural Plans, prepared by CPA Architecture, consisting of the following sheets.

   T-000, Architectural rendering, dated 10/05/18, with no revisions.
   T-100, Rendering, dated 10/5/18, with no revisions.
   A-001, Site Views, dated 10/5/18, with no revisions.
   A-002, Building A+B Phases I & II Site Plan, dated 10/5/18, with no revisions.

A-100, Building A Ground Floor Plan Parking Layout, dated 10/5/18, with no revisions.
A-101, Building A Second Floor Plan Parking Layout, dated 10/5/18, with no revisions.
A-102, Building A Third Floor Plan Residential, dated 10/5/18, with no revisions.
A-103, Building A Typical Floor Plan Residential, dated 10/5/18, with no revisions.
A-104, Building B Ground Floor Plan Parking Layout, dated 10/5/18, with no revisions.
A-105, Building B Second Floor Plan Residential, dated 10/5/18, with no revisions.
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A-201, Elevations Building B, dated 10/5/18, with no revisions.
A-210, Signage Details, dated 10/5/18, with no revisions.
A-211, Details, dated 10/5/18, with no revisions.

At this time we have not received any additional submittal documents.

As I discussed in detail in my October 15, 2019 report, my initial "procedural" review of the above documents found, as was discussed in detail in that report that, at this time, the application must be considered, from an engineering perspective, "incomplete".

However, as also discussed in that report, my office, to not unnecessarily delay the application from moving forward, continued our review of those engineering items which would not be impacted by "completeness" issues.

For "continuity" this report has been prepared using the same "categories" as my October 15, 2019 report.

As indicated previously in this report, at this time we have not received any additional submittals.

Therefore, we have "re-printed" the "Completeness" section of our October 15, 2019 report noting that, at this time, a follow up submittal has not been made.

Based on our review of the above captioned documents, as well as follow up inspections of the site and adjoining properties, we have the following comments.

I. General:

1. As indicated in my October 15, 2019 report, there are currently two vertical datums (NGVD29, NAVD88) used to establish Mean Sea Level.

   The ALTA/NSPS Land Title Survey, as well as the project's Civil Engineering Plans, utilize the NAVD88 vertical datum.

   This is the same elevation datum used for the current (August 2019) Borough of Little Ferry FEMA FIRM Flood Map.

   Based on the NAVD88 vertical datum, the 100 year flood elevation at the property is 8.0' NAVD88.

2. As indicated in my October 15, 2019 report, the project will consist of a four story Mixed Use (residential, restaurant, retail, retail service, office and commercial) building and a six story Residential building.

   The plans show that the site will be developed in two phases.

   Phase I of the development will be for the Mixed-Use building. Phase II will be for the Residential building.

3. As indicated in my October 15, 2019 report, the applicant must include, as part of their testimony, a discussion of the "timing" of the construction of each phase of the development.

4. As indicated in my October 15, 2019 report, sheet 1 of the plans includes a "Zoning Relief Table".

   The "Zoning Relief Table" identifies the Variances and Waivers required for the project.

   The "Zoning Relief Table" shown on Sheet C-1 of the plans indicate that, under RSIS standards, a 24' wide aisle width is required, while 22' is proposed.

   However, as shown on the Site Plan, and noted on the "off-street parking requirements" shown on Sheet C-7 and C-8 of the plans, a 20' wide drive aisle has been proposed for portions of the "rear" residential building.

   Therefore, the Zoning Relief Table shall be revised to indicate this aisle width as "worst case".

5. As indicated, the "Zoning Relief Table" identifies the "waivers" which will be required from the Residential Site Improvement Standards (RSIS).

   As also indicated previously in this report, in the case of the "Mixed Use" building, the RSIS standards apply to the residential component only. Borough standards apply to the "commercial" component.

   As the Board is aware, the Borough of Little Ferry requires a minimum parking stall dimension of 200 square feet (10' x 20').

   None of the on-site parking stalls satisfy this requirement. Therefore, an additional Design Waiver is required.

   Similarly, the Borough of Little Ferry requires a minimum aisle width of 24' for two way traffic, with perpendicular parking.

   The Site Plan shows that all drive aisles for the Mixed Use Building do not satisfy this requirement.

   It also appears that the entrance to the mixed-use building has a two-way driveway width of only 18'.

   Therefore, a design waiver for "deficient" aisle widths is also required.

6. As indicated in my October 15, 2019 report, based on our initial procedural review of the Civil Engineering Plans, we had concerns regarding the site design, relative to traffic.

   These include the "undersized" parking stalls and drive aisle widths for portions of the site, discussed previously in this report.

   We are also concerned with on-site circulation.

   It was our recommendation therefore that the Board utilize a Traffic Engineer to review all traffic aspects of the project.

7. As indicated in my October 15, 2019 report, the site landscaping will be reviewed by the Borough's Landscape Architect.

8. As indicated in my October 15, 2019 report, the project's architectural plans need to be reviewed by the Borough's architect.

We have received, a copy of the Borough Architect's October 30, 2019 initial review report.

9. The planning aspects of the project were reviewed by the Borough Planner and discussed in is November 1, 2019 report.

10. As the Board is aware, there have been "issues" with "variations" between plans on which the Board's approvals are based and those submitted for permitting.

    Therefore, should the Board act favorably on this application, it will, when the applicant submits their drawings for permits to include the following notation: "with the exception of deminimis changes, these plans are the same drawings on which the Board's _____ (date) approval was based.

II. Permits/Outside Agency Approvals:

1. As indicated in my October 15, 2019 report, the property is located within a 100 year flood zone.

   The property also abuts the Hackensack River.

   Therefore the project will require a New Jersey Department of Environmental Protection Flood Hazard Area or Waterfront Development Permit.

   This permit is referenced in the "Licenses, Permits, and Approvals Required" section of the Environmental Impact Statement.

2. As indicated in my October 15, 2019 report, the property abuts the Hackensack River, which is a "navigable" waterway.

   Therefore the project will require submittal to the US Army Corps. of Engineers.

   This is referenced in the "Licenses, Permits, and Approvals Required" section of the Environmental Impact Statement.

3. As indicated in my October 15, 2019 report, the property is traversed by a Bergen County Utilities Authority Easement.

   The Site Plan shows various "improvements" to be located within this easement.

   Therefore, the applicant must obtain confirmation from the Bergen County Utilities Authority that these improvements are permitted within their easement.

4. As indicated in my October 15, 2019 report, the disturbed area for the project will exceed 5,000 square feet.

   Therefore the project will require a Bergen County Soil Conservation District Permit.

   The applicant's attorney has included, as one of their submittal documents, correspondence dated April 3, 2019 from Stonefield Engineering to the Bergen County Soil Conservation District making applications for this permit.

5. As indicated in my October 15, 2019 report, the property fronts on Bergen Turnpike, which is a County right-of-way.

   Therefore, the project will require approval from the County of Bergen.

   This is referenced in the "Licenses, Permits, and Approvals Required" section of the Environmental Impact Statement.

6. As indicated in my October 15, 2019 report, the documents provided by the applicant's attorney did not include sanitary sewer calculations.

   It is apparent that the project's theoretical daily average sanitary sewer flows will be well above 8,000 gallons per day.

   Therefore, the project will require a New Jersey Department of Environmental Protection Treatment Works Approval Permit.

   Normally, the review of a Treatment Works Approval Permit Application is handled through the Governing Body, since they are required to endorse the project by Resolution and execute Endorsement Form WQM003.

7. The disturbed area of the project will exceed 1 acre.

   The project will also create more than 1/4 acre of new impervious coverage.

   Therefore, for stormwater purposes, the project is classified as a "Major Development"

   The impact of this on the project's design will be discussed, as required, in our engineering comments.

III. Completeness: (No Changes since October 15, 2019 Report)

1. Our review of the ALTA/NSPS Land Title Survey found several "discrepancies" in the survey data, most notably the rim and invert elevations of the Borough of Little Ferry 10" sanitary sewer main which traverses the site.

   Therefore, during an October 11, 2019 telephone conference with the applicant's engineer I advised them of the discrepancies so that they can address this.

2. The ALTA/ACSM Land Title Survey references, by note, the FEMA FIRM Flood Map which was in effect at the time that plat was prepared,

   However, as the Board is aware, in August 2019 new FEMA FIRM maps were adopted.

   Therefore, when the survey is revised, to address the issues discussed under comment 1 of this section of our report, the flood map reference shall be revised to indicate the current FEMA FIRM map.

   This is of particular importance, since the previous (2005) map utilized the NGVD29 vertical datum while the "new" map uses the NAVD88 vertical datum.

3. The Civil Engineering Plans submitted to my office include a tabular breakdown of off-street parking requirements for the Phase I portion of the development. However, those plans did not include this analysis for the Phase II portion of the project.

4. The ALTA NSPS Land Title Survey and our inspections of the site found several "above ground" monitoring wells.

   Our review of the Environmental Impact Statement, which will be discussed in detail separately, did not find a reference to these monitoring wells.

   It will, therefore, be necessary for the Environmental Impact Statement to be revised to address this.

5. The ALTA/NSPS Land Title Survey and project plans show that the property is traversed by a 10" Borough of Little Ferry sanitary sewer main, running from Bergen Turnpike to the Bergen County Utilities Authority's 96" sanitary sewer interceptor.

   This is the sanitary sewer main into which the applicant proposes connecting the sewer laterals for the Mixed Use and Residential buildings.

   This sanitary sewer main is "downstream" of the Bergen County Utilities Authority sewer meter, located at the Kaufman Avenue/Bergen Turnpike intersection.

This 10" sanitary sewer main conveys, a significant portion of the northerly portion of the Borough's sanitary sewer flows from the sewer meter to the Bergen County Utilities Authority's 96" sanitary sewer interceptor.

This presents two issues.

First is the fact that this sanitary sewer interceptor is "post meter". This means that any sanitary sewer flows introduced into the line would not be metered.

Second is that, based on my discussions with the Superintendent of Public Works, there are "concerns" with the capacity of this line, as it pertains to accommodating the significant sanitary sewer flows this project will generate.

On October 11, 2019 I had an opportunity to discuss these issues with the applicant's engineer.

It was my recommendation that the simplest way to address this situation would be to "meter", "on site" the sanitary sewer lateral for each building.

This information would then be provided to the Borough and Bergen County Utilties Authority.

This would address the issue of the sanitary sewer connections being installed "post meter".

It was also my recommendation that the capacity issue be addressed by installing a new, larger diameter, sanitary sewer main through the site.

The sanitary sewer main's size would be designed based on a "worst case" scenario.

That is, installing a new larger diameter sanitary sewer main "upstream" of the Mixed Use building's sanitary sewer lateral, then installing the new main to the Bergen County Utilities Authority's 96" diameter interceptor.

This size of this new interceptor would be based on the existing 10" diameter Borough of Little Ferry sanitary sewer interceptor being considered "flowing full", and the new interceptor being designed to accommodate this flow, plus the "peak" flow generated by the overall (Phase I and Phase II) 110 Bergen Turnpike Development.

The "peak" flow for this development would be computed at 4 times the daily average sanitary sewer flow.

6. As indicated previously in this report, the project will require a New Jersey Department of Environmental Protection Treatment Works Approval Permit.

   As also indicated in that report, the review of that Permit application is normally handled through the Governing Body since they are required to endorse the project by resolution and execute endorsement form WQM003.

   However, based on the "issues" with the sanitary sewer design for the site, sanitary sewer design calculations must be provided at this time.

IV. Storm Drainage:

1. As indicated previously in this report, the project is considered a "Major Development".

   Therefore, the project is required to comply with the applicable requirements of the State of New Jersey Stormwater Regulations.

   This includes stormwater runoff quantity (detention/retention), stormwater runoff quality, and groundwater recharge.

   Each of these items will be discussed separately in this report.

   A. Stormwater Runoff Quantity:

      As the Board is well aware, normally, if a project increases impervious coverage on a site, the project scope must include stormwater management (detention/retention) for a "Major Development" that stormwater management system would need to comply with the stormwater reduction requirements of the State of New Jersey.

      However, the applicant's engineer has indicated in their Stormwater Management Report that the project is exempt from stormwater runoff quantity requirements.

      This is due to the fact that the increase in runoff volume is "not expected to increase flood damages below the point of interest (Hackensack River)."

      As indicated previously in this report, the project requires both a New Jersey Department of Environmental Protection Permit and submittal to the US Army Corps. of Engineers.

      Runoff from the project will discharge directly into the Hackensack River.

Therefore, my office will defer the determination regarding the need to provide stormwater runoff quantity reduction to the New Jersey Department of Environmental Protection and US Army Corps. of Engineers.

B. Storm Runoff Quality:

The Site design includes a water quality component.

Under current State of New Jersey Regulations, the system must be designed to provide an 80% reduction in the Total Suspended Solids (TSS) from the stormwater runoff.

Our comments regarding the design of the water quality component will be discussed in detail in a separate report.

C. Groundwater Recharge:

The Stormwater Management Report indicates that the project is exempt from Groundwater Recharge.

We agree that, based on the site's location, groundwater recharge is not required.

2. The storm drainage collection/conveyance system will discharge directly to the Hackensack River via a "daylight" (open) discharge.

   Again, my office will defer the determination concerning the acceptability of the discharge to the New Jersey Department of Environmental Protection and US Army Corps. of Engineers.

3. It does not appear, based on the information shown on the Civil Engineering Plans, that the project will include a back flow prevention device for the stormwater discharge at the Hackensack River.

   As the Board may recall, the issue of providing back flow prevention devices for projects which discharge directly into the Hackensack River, which is a tidal waterway, have been discussed in detail.

   It is our opinion that the site design must include some type of back flow prevention device.

   The location of the back flow prevention device shall be shown on the Civil Engineering Plans along with the appropriate detail drawings.

4. The plans show that the storm drainage collection/conveyance system piping will be High Density Polyethylene Pipe (HDPE).

   Based on the proposed grading, it appears that the storm drainage collection/conveyance system piping will have less than "optimum" cover.

   There are also concerns, given the site's location and groundwater elevations throughout the Borough of "buoyancy".

   It is our recommendation therefore that the storm drainage collection/conveyance system be redesigned utilizing Class V Reinforced Concrete Pipe.

5. As indicated, this project is classified as a "Major Development".

   Therefore, the applicant is required to provide an Operation and Maintenance Manual for all storm drainage facilities.

At this time, we are continuing our review of the storm drainage collection/conveyance and water quality system designs which will be addressed in a separate report.

V. Site Plan:

1. As indicated previously in this report, the location and configuration of the parking stalls, drive aisles, etc. should be reviewed by a Traffic Engineer since, as noted on the plans, they do not meet the minimum requirements of the Residential Site Improvement Standards.

   They also do not meet the minimum requirements of the Borough of Little Ferry for the "non-residential" component of the project.

   We are also, as noted previously in this report, concerned with on-site circulation.

2. In addition to review by a Traffic Engineer, the plans must be reviewed by the Borough of Little Ferry Fire Department to assure there is adequate access for emergency apparatus.

3. The Civil Engineering Plans include a "detail drawing" of a trash enclosure.

   However, the Site Plan does not show the location of any trash enclosures.

   It is unclear therefore where trash and recyclables are to be stored.

The Civil Engineering plans shall therefore be revised to show the location and configuration of all trash enclosures.

4. As indicated previously in this report, the property is traversed by a Bergen County Utilities Authority Easement.

   The Civil Engineering drawings show this easement as a "half tone".

   This makes it somewhat difficult to establish the easement's location and configuration.

   Therefore, the drawings shall be revised to clearly delineate this easement.

5. The plans show certain "improvements" within the Bergen County Utilities Authority easement.

   These "improvements" must be approved by the Bergen County Utilities Authority.

6. The Site Plan shows that the project will include, throughout the project site, construction of retaining walls.

   Based on the top and bottom of wall elevations shown on the Grading and Drainage Plan, the walls will exceed 4' in height.

   Therefore, while as will be discussed separately in this report, the Site Plan includes a "typical" retaining wall detail, complete design plans and calculations will be required when the project proceeds to construction.

   A note to that affect shall be shown on the plans.

7. The proposed site grading shown on Sheet C-9 and C-10 of the plans is generally acceptable.

8. Upon completion of construction and prior to the issuance of a Certificate of Occupancy the Developer will be required to provide a Certification, signed and sealed by a Professional Engineer, licensed in the State of New Jersey, verifying that all construction complies with the applicable provisions of the Americans with Disabilities Act.

   A note to that affect shall be shown on Sheet C-1 of the plans.

9. Upon completion of construction, and prior to issuance of a Certificate of Occupancy (temporary or permanent), the applicant shall provide an as-built survey signed and sealed by a Professional Land Surveyor licensed in the State of New Jersey.

A note to that affect shall be shown on Sheet C-1 of the plans.

10. Upon completion of construction, and prior to the issuance of a Temporary or Permanent Certificate of Occupancy, the applicant shall provide a Certification confirming that the project, as constructed, complied with all New Jersey Department of Environmental Protection and/or US Army Corps of Engineers Permit.

    A note to that affect shall be shown on Sheet C-1 of the plans.

VI. Site Lighting:

1. My office has reviewed the design of all "surface" (outside) site lighting.

   The review of the site lighting for the facility's "garage" parking will be handled by the Borough's Architect.

2. The Lighting Plan shows that the lighting levels for all "open" parking areas, drive aisles, etc. will exceed the Borough's minimum light levels of 0.5 foot candles.

3. A determination must be made by the Board whether to include, as part of the project, "Streetscape Components", including decorative street lights along the property's Bergen Turnpike frontage.

4. The site lighting fixtures shown on the plans are acceptable.

VII. Construction Details:

1. The Concrete Curb Detail, shown on Sheet C-21 of the plans, is not acceptable.

   The curb detail shall be revised to show a curb bottom width of 9" and a curb depth of 20".

2. The Accessible Parking Stall Markings and Parking Stall Markings Details, shown on Sheet C-21 of the plans, shall be revised to indicate that the markings are to be long life thermoplastic.

3. The Stop Bar and Arrow Detail and Turn Arrow Detail, shown on Sheet C-21 of the plans, shall be revised to indicate that the material to be used is long life thermoplastic.

4. The Accessible Parking Sign with Bollard Detail, shown on Sheet C-21 of the plans, is acceptable.

5. The Sign Post and Table Detail, shown on Sheet C-21 of the plans, is acceptable.

6. The Full Depth Asphalt Pavement Detail, shown on Sheet C-21of the plans, consisting of 6" of Dense Graded Aggregate Stone Subbase, 4" of Hot Mix Asphalt Stabilized Base Course and 2" of Hot Mix Asphalt Surface Pavement is acceptable.

7. The Reinforced Concrete Walkway Detail, shown on Sheet C-21 of the plans

8. The Depressed Curb and Flush Curb Detail, shown on Sheet C-21 of the plans, shall be revised to show a curb depth of 20".

9. The Mountable Curb Detail, shown on Sheet C-21 of the plans, shall be revised to increase the curb depth to 18".

10. The Rip Rap Pad Detail, shown on Sheet C-21 of the plans, is acceptable.

11. The Type "E" Storm Inlet Detail, shown on Sheet C-22 of the plans, is acceptable.

12. The Storm Drainage Manhole Detail, shown on Sheet C-22 of the plans, is acceptable.

13. We did not, pending addressing the issues with the sanitary sewer connections for the building, discussed previously in this report, review the sanitary manhole detail shown on Sheet C-22 of the plans.

14. The Storm Trench Detail, shown on Sheet C-22 of the plans, is acceptable.

15. The Utility Trench Detail shown on Sheet C-22 of the plans, is acceptable.

16. The Trench Drain Detail, shown on Sheet C-22 of the plans, is acceptable.

17. The Concrete to Asphalt Transition Detail, shown on Sheet C-22 of the plans, is acceptable.

18. The Double Trash/Recycling Enclosure Detail, shown on Sheet C-22 of the plans, is not acceptable.

    The detail shall be revised to show the use of a decorative (wood) material for the trash enclosure's gates.

    As the Board may recall, this was the method preferred by the Board for all recent Site Plan Applications including 7-11/Auto Zone.

19. The Curb Ramp Detail, shown on Sheet C-23 of the Plans, is acceptable.

20. The Concrete Wall Detail, shown on Sheet C-23 of the Plans, is acceptable for site plan purposes.

    However, as discussed in detail previously in this report, the retaining wall's overall height will exceed 4'.

    Therefore, should this project move forward to construction, it will be necessary for the applicant to provide complete design plans, calculations, etc. signed and sealed by a Professional Engineer for the retaining walls.

    It will also be necessary for the retaining walls' construction to be inspected/supervised by an engineering firm.

    Upon completion of construction and prior to the issuance of a Certificate of Occupancy (Temporary or Permanent) the applicant will be required to provide a certification signed and sealed by a professional engineer licensed in the State of New Jersey verifying that the retaining walls' construction was undertaken in accordance with the retaining walls' design plans and calculations.

    A note to that effect shall be shown on the plans.

21. The "Underground Basin Detail", shown on Sheet C-24 of the plans, is acceptable.

22. The Outlet Control Structure Detail, shown on Sheet C-24 of the plans, is acceptable.

23. The Water Quality Unit Detail is a standard manufacturer's detail drawing which is acceptable.

24. We did not review the "Wettap" Detail.

25. We did not review the Construction Details relative to County of Bergen or New Jersey Department of Transportation Construction items.

26. The Concrete Encasement Detail, shown on Sheet C-25 of the plans, is acceptable.

27. The Cleanout Detail, shown on Sheet C-25 of the plans, is acceptable to my office.

    However, it must also be approved by the Borough's Plumbing Subcode Official.

28. The Grass Paver Detail, shown on Sheet C-25 of the plans, is not acceptable.

    As indicated previously in this report, the concrete curb dimensions must be 6" x 9" x 20".

29. Sheet C-25 of the plans includes a duplicate Mountable Curb Detail.

30. We did not review the NJDOT 9" x 16" concrete/white concrete vertical curb detail.

31. We did not review the Potable Water Connection Detail, shown on Sheet C-26 of the plans.

32. The Pedestrian Detour Plan Impacts the Route 46 Bridge sidewalk.

    Therefore we did not review that drawing.

33. We did not review the US Route 46 Traffic Control Plan.

34. We did not review the Bergen Turnpike Traffic Control Plan.

35. The proposed riverfront walkway falls under the jurisdiction of the New Jersey Department of Environmental Protection.

    Therefore, my office did not review the location, configuration, grading or construction materials for this walkway.

36. Sheet C-22 and C-23 of the plans show the same light pole installation detail.

    Sheet C-23 of the plans indicates "specifications" for light fixtures A, B, B2, D and C however those "blocks" have been left blank.

VIII. Neighborhood Impact Statement:

1. The Neighborhood Impact Statement should be reviewed by the Borough Planner.

IX. Environmental Impact Statement:

1. The reference to "Winant Avenue" on Page 2 of the Environmental Impact Statement must be corrected to indicate New Jersey State Highway Route 46.

2. The "inventory of existing environmental conditions" shall be revised to reference the groundwater monitoring wells discussed previously in this report.

3. The Environmental Impact Assessment shall be revised to address the issue of the on-site groundwater monitoring wells.

4. The licenses, permits, and approvals required as set forth on Page 9 of the Environmental Report are consistent with our review of the project as proposed.

Site Plan
110 Bergen Turnpike
Block 25, Lot 2
Borough of Little Ferry
Bergen County, New Jersey

At this time we are continuing our review of the design of the storm drainage collection/conveyance and water quality system which will be addressed in a separate report.

We will, of course, continue to keep the Board advised as to the status of this project.

Enclosed is our voucher covering additional professional services rendered in connection with this project.

Funds for this voucher are available from the escrow monies posted by the developer.

If you have any questions or require any additional information, please do not hesitate to contact me.

Yours very truly,

JOB & JOB CONSULTING ENGINEERS
Borough Engineer
Borough of Little Ferry

Kenneth J. Job, P.E.

KJJ/dc
Enclosure
cc: Brian Giblin, Esq.
Arthur Senor
Scott Levy
Anthony Iovino
Jason Tuvel, Esq.
Arthur Kuyan (Stonefield Engineering)

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KENNETH J. JOB, P.E., P.L.S., P.P.

May 27, 2020

Borough of Little Ferry
Planning/Zoning Board
215-217 Liberty Street
Little Ferry, New Jersey 07643

Re: Site Plan
110 Bergen Turnpike
Block 25, Lot 2
Borough of Little Ferry
Bergen County, New Jersey

Dear Board Members:

My office has completed our initial review of the various documents submitted under the applicant's attorney's February 26, 2020 correspondence, as well as follow up e-mails relative to the New Jersey Department of Transportation Easements located on the property.

Based on this initial review, I find that, from an Engineering Perspective, the application can be considered "complete".

My office is in the process of finalizing our review report, which I anticipate issuing within the next week.

One "open" issue which needs to be addressed concerns the disposition of the New Jersey Department of Transportation Easements located on the property.

We had hoped to "search" the Deeds for these Easements at the County of Bergen.

However, due to the ongoing pandemic, "in-person" access to County Records is not permitted.

We were also unable to "search" these Deeds, using the County's on-line system.

Therefore, we will be issuing our review report.

That report will identify the specific "Mapping" and Title Information needed to determine the potential "impact" of the easements on the property.

If you have any questions or require any additional information, please do not hesitate to contact me.

Yours very truly,

JOB & JOB CONSULTING ENGINEERS
Borough Engineer
Borough of Little Ferry

Kenneth J. Job, P.E.

KJJ/dc
cc: Brian Giblin, Esq.
Arthur Senor
Scott Levy
Anthony Iovino
Allyson Kasetta, Esq.
Arthur Kuyan (Stonefield Engineering)

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June 15, 2020

Borough of Little Ferry
Planning/Zoning Board
215-217 Liberty Street
Little Ferry, New Jersey 07643

Re: Site Plan
110 Bergen Turnpike
Block 25, Lot 2
Borough of Little Ferry
Bergen County, New Jersey

Dear Board Members:

We are in receipt of the following documents in connection with the above captioned project.

1. Correspondence dated February 26, 2020 from Prime & Tuvel (Allyson M. Kasetta, Esq.) to Borough of Little Ferry Planning/Zoning Board.

2. Correspondence dated February 26, 2020 from Prime & Tuvel (Allyson M. Kasetta, Esq.) to Job and Job.

3. Correspondence dated February 14, 2020 from Stonefield Engineering and Design, LLC to Little Ferry Planning/Zoning Board (Steven Gerard, Chair).

4. Correspondence dated February 24, 2020 from CPA Architects to Anthony Iovino, AIA, to Bertha Sneyer, Board Secretary.

5. Stormwater Management Report prepared by Stonefield Engineering and Design LLC dated February 14, 2020 with no revisions.

6. Drainage Area Map prepared Stonefield Engineering and Design, LLC consisting of the following sheets:

   A. 1 of 2, Existing Drainage Area Plan, dated 9/25/19 revised through 2/14/20.
   B. 2 of 2, Proposed Drainage Area Plan, dated 9/25/19 revised through 2/14/20.

7. Environmental Impact Statement prepared by Stonefield Engineering and Design, LLC dated February 14, 2020 with no revisions.

8. Neighborhood Impact Statement prepared by Stonefield Engineering and Design, LLC dated February 14, 2020 with no revisions.

9. Sanitary Sewer Analysis Spreadsheet dated 2/14/20 with no revisions.

10. Traffic Impact Study prepared by Stonefield Engineering and Design, LLC dated 2/14/20 with no revisions.

11. Plat entitled "ALTA/NSPS Land Title Survey Capadaglio Property Borough of Little Ferry prepared by Stonefield Engineering and Design, LLC (Phillip McKenty, Jr., PLS) dated 7/23/19 revised through 2/17/20.

12. Plans prepared by Stonefield Engineering and Design LLC consisting of the following sheets:

    C-1, Cover Sheet, dated 9/25/19 revised through 2/4/20.
    C-2, Existing Conditions/Easement Plan dated 9/25/19 revised through 2/14/20.
    C-3, Existing Conditions/Easement Plan dated 9/25/19 revised through 2/14/20.
    C-4, Demolition Plan, dated 9/25/19 revised through 2/14/20.
    C-5, Demolition Plan, dated 9/25/19 revised through 2/14/20.
    C-6, Overall Site Plan, dated 9/25/19 revised through 2/14/20.
    C-7, Site Plan, dated 9/25/19 revised through 2/14/20.
    C-8, Site Plan, dated 9/25/19 revised through 2/14/20.
    C-9, Grading and Drainage Plan, dated 9/25/19 revised through 2/14/20.
    C-10, Grading and Drainage Plan, dated 9/25/19 revised through 2/14/20.
    C-11, ADA Ramp Plan dated 9/25/19 revised through 2/14/20.
    C-12, Utility Plan, dated 9/25/19 revised through 2/14/20.
    C-13, Utility Plan, dated 9/25/19 revised through 2/14/20.
    C-14, Lighting Plan, dated 9/25/19 revised through 2/14/20.
    C-15, Lighting Plan, dated 9/25/19 revised through 2/14/20.
    C-16, Soil Erosion and Sediment Control Plan (Phase 1), dated 9/25/19 revised through 2/14/20.
    C-17, Soil Erosion and Sediment Control Plan (Phase 2), dated 9/25/19 revised through 2/14/20.
    C-18, Landscaping Plan, dated 9/25/19 revised through 2/14/20.
    C-19, Landscaping Plan, dated 9/25/19 revised through 2/14/20.
    C-20, Landscaping Details, dated 9/25/19 revised through 2/14/20.
    C-21, Construction Details, dated 9/25/19 revised through 2/14/20.
    C-22, Construction Details, dated 9/25/19 revised through 2/14/20.
    C-23, Construction Details, dated 9/25/19 revised through 2/14/20.

C-24, Construction Details, dated 9/25/19 revised through 2/14/20.
C-25, Construction Details, dated 9/25/19 revised through 2/14/20.
C-26, Pedestrian Detour Plan, dated 9/25/19 revised through 2/14/20.
C-27, US Route 46 Traffic Control Plan, dated 9/25/19 revised through 2/14/20.
C-28, Bergen Turnpike Traffic Control Plan, dated 9/25/19 revised through 2/14/20.

13. Plans prepared by CPA Architecture consisting of the following sheets:

T100, Rendering dated 11/25/19 revised through 2/20/20.
A001, Site Views dated 11/25/19 revised through 2/20/20.
A002, Building A + B Phases I & II, dated 11/25/19 revised through 2/20/20.
A100, Building A Ground Floor Plan, Parking Layout, dated 11/25/19 revised through 2/20/20.
A101, Building A Second Floor Plan, Parking Layout, dated 11/25/19 revised through 2/20/20.
A102, Building A Third Floor Plan, Residential, dated 11/25/19 revised through 2/20/20.
A103, Building A, Fourth Floor Plan, Residential, dated 11/25/19 revised through 2/20/20.
A103.1, Building A. Roof Plan, Residential, dated 11/25/19 revised through 2/20/20.
A104, Building B, Ground Floor Plan, Parking Layout dated 11/25/19 revised through 2/20/20.
A105, Building B, Floor Plan, Residential, dated 11/25/19 revised through 2/20/20.
A106, Building B, Typical Floor Plan (Third, Fourth and Sixth), Residential, dated 11/25/19 revised through 2/2/20.
A106.1, Building B, Typical Floor Plan (Third, Fourth, Fifth & Sixth), Residential, dated 11/25/19 revised through 2/20/20.
A110, Apartment Layout Building A Architecture, dated 11/25/19 revised through 2/20/20.
A111, Apartment Layout Building A Architecture, dated 11/25/19 revised through 2/20/20.
A112, Apartment Layout Building A Architecture, dated 11/25/19 revised through 2/20/20.
A113, Apartment Layout Building A Architecture, dated 11/25/19 revised through 2/20/20.
A114, Apartment Layout Building A Architecture, dated 11/25/19 revised through 2/20/20.
A115, Apartment Layout Building B Architecture, dated 11/25/19 revised through 2/20/20.
A116, Apartment Layout Building B Architecture, dated 11/25/19 revised through 2/20/20.
A117, Apartment Layout Building B Architecture, dated 11/25/19 revised through 2/20/20.

A200, Elevations, Building A, dated 11/25/19 revised through 2/20/20.
A201, Elevations, Building B, dated 11/25/19 revised through 2/20/20.
A210, Signage Details, dated 11/25/19 revised through 2/20/20.
A211, Details dated 11/25/19 revised through 2/20/20.

For continuity, this report has been prepared following the same "format" as my October 15, 2019 and December 2, 2019 report

Based on our review of the above captioned documents as well as follow-up inspections of the site and adjoining properties, we have following comments:

I. General:

1. As indicated in my previous review reports, there are currently two vertical datums (NGVD29, NAVD88) used to establish Mean Sea Level.

   As with the previous submittals, the ALTA/NSPS Land Title Survey, as well as the project's Civil Engineering Plans, utilize the NAVD88 vertical datum.

   As also indicated in my previous review reports, this is the same elevation used for the current (August 2019) Borough of Little Ferry FEMA FIRM Flood Map.

   Based on the NAVD88 vertical datum, the 100 year flood elevation at the property is 8.0' NAVD88.

2. As indicated in my previous review reports, the project will consist of a four story Mixed Use (residential, restaurant, retail service, office and commercial) Building and a 6-story Residential Building.

   As with the previous submittal, the plans show that the site will be developed in two phases.

   Phase 1 of the development will be for the Mixed Use Building. Phase 2 will be for the Residential Building.

3. As indicated in my previous review reports, the applicant must include, as part of their testimony, a discussion of the "timing" of the construction for each phase of the development.

   The applicant's engineer has indicated, in their February 14, 2020 correspondence that they will provide testimony regarding the time line of construction, for each phase of the development.

4. As with the previous submittals, sheet C-1 of the plans includes a "Zoning Relief Table".

   The Zoning Relief Table identifies the variances and waivers which will be required for the project.

   The "Zoning Relief Table", shown on sheet C-1 of the plans, has been revised, in accordance with my previous review report, to show, a "worst case" scenario for the proposed aisle width of 20.0', as opposed to the required 24.0'.

5. The "Zoning Relief Table", shown on sheet C-1 of the plans, indicates the waivers required for the deficiency in parking stall width and length, as per the Residential Site Improvement Standards (RSIS).

   However, as indicated in my previous review reports, the RSIS does not apply to the "Mixed Use" Building.

   Therefore, the Zoning Relief Table should be revised to indicate the design waivers needed to comply with Borough of Little Ferry Land Use Regulations relative to parking space size (200 square feet) and aisle width (24 feet).

6. As indicated in my previous review reports, we had concerns regarding the site design, relative to traffic.

   These included parking stall size and drive aisle width, discussed previously in this report.

   We were also concerned with the on-site circulation.

   It was our recommendation therefore, that the Board utilize a Traffic Engineer to review the traffic aspects of the project.

   It is my understanding that Remington Vernick Engineers has undertaken this review.

7. The planning aspects of the project, as currently proposed, will be reviewed by the Borough Planner.

8. As indicated in my previous review reports, the project's site landscaping will be reviewed by the Borough's Landscape Architect.

9. As indicated in my previous review reports, the project's architectural plans will be reviewed by the Borough's architect.

10. As indicated in my previous review reports, there have been "issues" with "variations" between plans on which the Board's approvals are based, and the plans submitted for permitting.

    Therefore, should the Board act favorably on this application, it will, when the applicant submits their drawings for permits, to include the following notation, "with the exception of deminimis changes, these plans are the same drawings on which the Board's _____ (date) approval was based"

II. Permits/Outside Agency Approval:

1. As indicated in my previous review reports, the property is located within a 100 year flood zone.

   The property also abuts the Hackensack River.

   Therefore, the project will require a New Jersey Department of Environmental Protection Flood Hazard Area or Waterfront Development Permit.

   This permit is referenced in the "licenses, permits and approvals required" section of the Environmental Impact Statement.

2. As indicated in my previous review reports, the property abuts the Hackensack River, which is a "navigable" waterway.

   Therefore the project will require submittal to the US Army Corp of Engineers.

   As with the previous submittal, this is referenced in the "Licenses, Permits and Approvals Required" section of the Environmental Impact Statement.

3. As indicated in my previous review reports, the property fronts on Bergen Turnpike which is a County Right-of Way.

   Therefore, the project will require approval from the County of Bergen.

   As with the previous submittal, this is referenced in the Licenses, Permits and Approvals Required" section of the Environmental Impact Statement.

4. The property abuts New Jersey State Highway Route 46.

   This section of the roadway is "elevated", with no access to the site.

However, the property does have "frontage" along a State Highway. Threfore, the plans must be submitted to the New Jersey Department of Transportation for review.

This includes addressing various "encumbrances", which will be discussed in detail in a separate report.

5. As indicated in my previous review reports, the disturbed area for the project will exceed 5,000 square feet.

   Therefore, the project will require a Bergen County Soil Conservation District Permit.

   The applicant's engineer has indicated in their February 14, 2020 correspondence that application has been made to the Bergen County Soil Conservation District for this permit.

   This requirement has also been added to the revised Environmental Impact Statement.

6. As indicated in my previous review reports, the disturbed area for the project will exceed 1 acre.

   The project will also create more than 1 acre of new impervious coverage.

   Therefore, for stormwater purposes the project is classified as a "Major Development".

   The impact of this on the project's design will be discussed as required in our engineering comments.

7. As indicated in my previous review reports, the property is traversed by a Bergen County Utilities Authority Easement.

   As with the previous submittal, the site plan shows various "improvements" to be situated within this easement.

   Therefore, as indicated in my previous review reports, the applicant must obtain confirmation from the Bergen County Utilities Authority that these improvements are permitted within their easements.

   The applicant's engineer has indicated in their February 20, 2020 report that they will obtain confirmation from the Bergen County Utilities Authority that the proposed improvements are permitted within their easement. They have also noted that, this approval is now included in the revised Environmental Impact Statement

8. The applicant has included, as part of their submittal documents, sanitary sewer design calculations.

   These calculations confirm that the theoretical daily average sanitary sewer flows from the site will be over 8,000 gallons per day.

   Therefore, the project will require a New Jersey Department of Environmental Protection Treatment Works Approval.

   The requirement to obtain a Treatment Works Approval Permit has been included in the "Licenses, Permits and Approvals Required" section of the revised Environmental Impact Statement.

   As also indicated in our previous review reports, normally, the review of a Treatment Works Approval Permit Application is handled through the Governing Body, since they are required to endorse the project by resolution and execute endorsement form WQM003.

9. The ALTA/NSPS Land Title Survey and Existing Conditions/Easement Plan (Sheet C2-C3) shows that the property is "impacted" by several New Jersey Department of Transportation Easements.

   These include a Perpetual Access Easement.

   These "encumbrances" can, potentially, impact the proposed development.

   My office is in the process of preparing a separate report relative to these "encumbrances" only.

   We anticipate issuing this report prior to the June 17, 2020 Planning/Zoning Board Meeting.

III. Completeness:

As the Board will recall, my original (October 15, 2019) review report identified a number of "issues" which I felt needed to be addressed, before the submittal could be considered, from an engineering perspective, "complete".

The revised submittal documents are intended to incorporate the information needed to consider, from an engineering perspective, the submittal as "complete".

1. Our review of the ALTA/NSPS Survey found that the drawing has been revised to address the "discrepancies" in the rim and invert elevations for the Borough of Little Ferry 10" sanitary sewer main which traverses the site.

2. The ALTA/ACSM Land Title Survey note, relative to the Borough of Little Ferry Flood Map, has been revised from the previous submittal.

   However, the flood map date, shown on the drawing, is incorrect.

   The date shown on the map is 06-28-2019.

   The correct date is 08-28-2019.

   The note should also indicate that this is not a "revision", but an "adopted" map.

3. The Civil Engineering Plans have been revised, in accordance with our previous review report, to include a tabular breakdown for both phases of the project's development.

4. The Environmental Impact Statement has been revised, in accordance with our previous review report, to discuss the issue of the on-site monitoring wells (Section 3.17), including the fact that 4 of the existing monitoring wells must be abandoned and new monitoring wells installed.

5. As I discussed in detail under comment III, 5, of my previous review reports, there were "issues" with the proposed sanitary sewer connections for the project.

   The applicant's engineer has proposed addressing this by connecting each building's sanitary sewer lateral to the existing 96" Bergen County Utilities' Authority Sanitary Sewer interceptor, which traverses the site.

   This satisfactorily addresses the issue of the capacity, and "metering", of connections to the Borough of Little Ferry 10" sanitary sewer main into which the connection was originally proposed.

   The "technical" aspects of this, including design calculations for the individual building's sanitary sewer laterals will be discussed separately in this report.

6. As indicated previously in this report, the project will require a New Jersey Department of Environmental Protection Treatment Works Approval Permit.

   As also indicated in this report, the review of that permit application is normally handled through the Governing Body since they are required to endorse the project by Resolution and execute endorsement form WQM003.

The "design" issues with the sanitary sewer based on the proposed connection to the Bergen County Utilities' Authority 96" interceptor will be discussed separately in this report.

Therefore, as indicated in my May 29, 2020 report, the application is, from an engineering perspective, "complete".

IV. Storm Drainage:

1. As indicated previously in this report, the project is considered a "Major Development".

   Therefore, the project is required to comply with the applicable requirements of the State of New Jersey Storm Water Regulations.

   This includes stormwater runoff quantity (detention/retention), stormwater runoff quality and groundwater recharge.

   As with my December 2, 2019 report, each of these items will be discussed separately in this report.

   A. Stormwater Runoff Quantity:

      As discussed in detail in my December 2, 2019 report, normally, if a project increases impervious coverage on a site, the project scope must include stormwater management (detention/retention). For a "Major Development" that stormwater management system must comply with the Stormwater Reduction Requirements of the State of New Jersey.

      However, as indicated in my December 2, 2019 report, the applicant's engineer had indicated in their Stormwater Management Report, that the project is exempt from stormwater runoff quantity requirements.

      This is based on the fact that the increase in runoff volume, is "not expected to increase flood damages below the point if interest (Hackensack River).

      As indicated previously in this report, the project requires both a New Jersey Department of Environmental Protection and submittals to the US Army Corps of Engineers.

      As with the previous submittal, runoff from the project will discharge directly into the Hackensack River.

Therefore, as indicated in my December 2, 2019 report, my office will defer the determination regarding the need to provide a stormwater runoff quantity reduction to the New Jersey Department of Environmental Protection and US Army Corps. of Engineers.

B. Stormwater Runoff Quality:

As with the previous submittal, the site design includes a water quality component.

Under current State of New Jersey Regulations, the system must be designed to provide an 80% reduction in the Total Suspended Solids (TSS) from the stormwater runoff.

Our comments regarding the design of the water quality component will be discussed in a separate report.

C. Goundwater Discharge:

The Stormwater Management Report indicated that the project is exempt from Groundwater recharge.

As indicated in my December 2, 2019 report, we agree that, based on the site's location, groundwater recharge is not required.

D. Stormwater Discharge:

As with the previous submittal, the plans show that the storm drainage collection/conveyance system will discharge directly to the Hackensack River via a "daylight" (open) discharge.

Therefore, as indicated in my December 2, 2019 report, my office will defer the determination concerning the acceptability of the discharge to the New Jersey Department of Environmental Protection and US Army Corps. of Engineers.

2. As indicated in my December 2, 2019 report, it did not appear, based on the information shown on the Civil Engineering Plans, that the project would include a backflow prevention device for the stormwater discharge at the Hackensack River.

As I discussed in detail in that report, the issue of providing backflow prevention devices for projects which discharge directly into the Hackensack River, which is a tidal waterway, have been discussed in detail.

It was our opinion therefore, that the site design needed to include a backflow prevention device.

As noted in the applicant's engineer's February 14, 2020 correspondence, the Grading and Drainage Plan has been revised to show a "in-line" Tide Flex valve.

This satisfactorily addresses the issue of providing a backflow prevention device.

The detail drawing of this "in-line" Tide Flex valve will be discussed in the "Construction Details" of this report.

3. To address issues with "buoyancy" my office required that the originally proposed HDPE pipe be replaced with Class V concrete.

   The revised Grading and Drainage Plan shows the use of reinforced concrete pipe.

   However, it appears that this concrete pipe is class III, not class V.

   Therefore, the plans shall be revised to indicate Class V reinforced concrete pipe.

4. As indicated, the project is classified as a "Major Development"

   Therefore, the applicant is required to provide an Operation and Maintenance Manual for all storm drainage facilities.

   The applicant's engineer had indicated in their February 14, 2020 report, that the Operation and Maintenance Manual will be provided "under a separate cover".

   To date, that Operation and Maintenance Manual has not been received.

5. As the Board may recall, my office was in the process of reviewing the storm drainage collection/conveyance and water quality system designs for the "original" project.

   When it became apparent that due to a number of "issues" a revised submittal would made, we "held" completing that review and issuing a report.

   My office is proceeding with the review of the storm drainage collection/conveyance and water quality system based on the current design.

   These items will be addressed in a separate report.

V. Site Plan:

1. It is my understanding, as indicated previously in this report that the issues concerning the location and configuration of parking stalls, drive aisles, as it pertains to complying with the minimum requirements of the RSIS as well as the Borough of Little Ferry as well as on site circulation are being addressed by Remington Vernick Engineers.

2. As indicated in my previous review reports, in addition to review by a traffic engineer, the plans needed to be reviewed by the Borough of Little Ferry Fire Department to assure there is adequate access for emergency apparatus.

   The applicant's engineer has indicated in their February 14, 2020 correspondence that they meet with Mr. William Holley, the Superintendent of Public Works on December 18th (2018) to discuss the project.

   Based on this meeting, they have made revisions to the design which their correspondence indicates are reflected on the Site Plan and Utility Plan.

   It will, of course, be necessary for Mr. Holley to confirm, that the plans, as revised, address his concerns.

3. As indicated in my previous review reports, a "detail drawing" of a trash enclosure was shown on the civil engineering plans.

   However, the site plan did not show the location of any trash enclosures.

   The applicant's engineer has indicated in their February 14, 2020 correspondence that no exterior enclosure is being proposed. They also indicated that the "detail drawing" was removed from the site plan.

   The applicant's engineer also indicated in their February 14, 2020 correspondence that the issue of trash and recycling operations on site will be included as part of their testimony.

4. As indicated previously in this report, the property is traversed by a Bergen County Utilities Authority Easement.

   The previous plans show this easement as a "half tone".

   This made it somewhat difficult to establish the easements location and configuration.

   The applicant's engineer has indicated in their February 14, 2020 correspondence that the plans have been revised to show a "darker shade" for the easement.

However, the drawings provided to my office continue to show this easement in a "half tone".

Therefore, the plans shall be revised to show this easement using the same "shading" as the ALTA/NSPS Land Title Survey.

5. As with the previous submittal, the plans show "improvements" within the Bergen County Utilities Authority Easement.

   As indicated in our previous review reports, these "improvements" must be approved by the Bergen County Utilities Authority.

6. As indicated previously in this report, the site is impacted by a number of New Jersey Department of Transportation "encumbrances".

   Those "encumbrances" have been shown on the Existing Conditions/Easement drawings (C2-C3).

   However, those "encumbrances" have not been shown on the project's Civil Engineering Plans.

   This is of particular importance, since the easements, as they are currently promulgated, can potentially impact the development of the site.

   The specifics of these encumbrances will, as also indicated previously in this report, be addressed in a separate report to the Board.

   We do, however, recommend that all easements be shown on the project's "Overall Site Plan".

7. As with the previous submittal, the site plan shows that the project will include, throughout the site, construction of retaining walls.

   Based on the top and bottom of wall elevations, shown on the current Grading and Drainage Plan, the height of these walls will exceed 4'.

   Therefore, as discussed in detail in my previous review report, complete design plans and calculations will be required when the project proceeds to construction.

   Sheet C-6 and C-7 of the plans have been revised, in accordance with our previous review report, to indicate this requirement by note.

8. As with the previous submittal, the proposed site grading shown on sheet C-9 and C-10 of the plans is general acceptable. There are, however, some "issues" regarding the grading design particularly grading of certain of the property's slopes.

   These will have a direct impact on the site's landscaping design.

   Therefore, we will defer to Mr. Levy relative to those issues.

9. Sheet C-1 of the plans has been revised, in accordance with our previous review reports, to include the requirement relative to an ADA Certification for the project complying with the Americans with Disabilities Act.

10. Sheet C-1 of the Plans has been revised, in accordance with our previous review reports, to indicate by note the requirement of providing an As-Built Survey signed and sealed by a Professional Land Surveyor licensed in the State of New Jersey.

11. Sheet C-1 of the Plans has been revised, in accordance with our previous review reports, to indicate, by note, the requirement of providing a certification verifying that the project, as constructed, complies with all New Jersey Department of Environmental Protection and/or US Army Corps. of Engineers Permit.

VI. Site Lighting:

1. As with the previous submittal, my office has reviewed the design of all "surface" (outside) site lighting.

   The review of the site lighting for the facilities' "garage" parking" will be handled by the Borough's architect.

2. As with the previous submittal, the Lighting Plan shows that the light levels for all "open" parking areas, drive aisles, etc. will exceed the Borough's minimum light level requirement of 0.5 foot candle.

3. As indicated in my previous review reports, a determination must be made by the Board whether to include, as part of the project, "Streetscape Components", including decorative street lights along the properties' frontage on Bergen Turnpike.

4. As with the previous submittal, the site lighting fixtures shown on the plans are acceptable.

VII. Construction Details:

1. The Concrete Curb Detail, shown on Sheet C-21 of the plans, has been revised, in accordance with our previous review report, to increase the curb's bottom width to 9" and the curb depth to 20" which is acceptable.

2. The Accessible Parking Stall Markings and Parking Stall Marking Detail, shown on Sheet C-21 of the plans, have been revised in accordance with our previous review report to utilize long life thermoplastic.

3. The Stop Bar and Arrow Detail, shown on Sheet C-21 of the plans, has been revised to show the use of long life thermoplastic which is acceptable.

4. The Accessible Parking Sign with Bollard Detail, shown on Sheet C-21 of the plans, is unchanged from the previous submittal and acceptable.

5. The Sign Post and Table Detail, shown on Sheet C-21 of the plans, is unchanged from the previous submittal and acceptable.

6. The Full Depth Asphalt Pavement Detail, shown on Sheet C-21 of the plans, is unchanged from the previous submittal and acceptable.

7. The Reinforced Concrete Walkway Detail, shown on Sheet C-21 of the plans, is unchanged from the previous submittal and acceptable.

8. The Depressed Curb and Flush Curb Detail, shown on Sheet C-21 of the plans, have been revised, in accordance with my previous review report and are acceptable.

9. The Mountable Curb Detail, shown on Sheet C-21 of the plans, has been revised in accordance with my previous review report to increase the curb depth to 18" which is acceptable.

10. The Rip-Rap Detail, shown on Sheet C-21 of the plans, is unchanged from the previous submittal and acceptable.

11. The Type "E" Storm Inlet Detail, shown on Sheet C-22 of the plans, is unchanged from the previous submittal and acceptable.

12. The Storm Drainage Manhole Detail, shown on Sheet C-22 of the plans, is unchanged from the previous submittal and acceptable.

13. The Storm Trench Detail, shown on Sheet C-22 of the plans, is unchanged from the previous submittal and acceptable.

14. The Utility Trench Detail, shown on Sheet C-22 of the plans, is unchanged from the previous submittal and acceptable.

15. The Trench Drain Detail, shown on Sheet C-22 of the plans, is unchanged from the previous submittal and acceptable.

16. The Concrete to Asphalt Transition Detail, shown on Sheet C-22 of the plans, is unchanged from the previous submittal and acceptable.

17. The Curb Ramp Detail, shown on Sheet C-23 of the Plans is unchanged from the previous submittal and acceptable.

18. As discussed in detail in my previous review report, the Concrete Wall Detail, shown on Sheet C-23 of the plans, is acceptable, for site plan purposes.

    However, as was discussed in detail previously in this report, the retaining wall's overall height will exceed 4'.

    Therefore, should this project move forward to construction, it will be necessary for the applicant to provide complete design plans, calculations, etc., signed and sealed by a Professional Engineer licensed in the State of New Jersey for the retaining wall.

    It will also be necessary for the retaining walls' construction to be inspection/supervised by an engineering firm.

    It will also be necessary, upon completion of construction and prior to the issuance of a Certificate of Occupancy (Temporary or Permanent) for the applicant to provide a Certification, signed and sealed by a Professional Engineer licensed in the State of New Jersey verifying that the retaining walls' construction was undertaken in accordance with the retaining walls' design plans and specifications.

    As indicated previously in this report, those notes have been shown on the plans.

19. The "Underground Basin Detail", shown on Sheet C-24 of the plans is unchanged from the previous submittal and acceptable.

20. The Outlet Control Structure Detail, shown on Sheet C-24 of the plans is unchanged from the previous submittal and acceptable.

21. The Water Quality Unit Detail is, as with the previous submittal, a standard manufacturer's detail drawing, which is acceptable.

    As with the previous submittal, we did not review the "wet cap" detail.

22. As with the previous submittals, we did not review the Construction Details relative to County of Bergen or New Jersey Department of Transportation Construction Items.

23. The Concrete Encasement Detail, shown on Sheet C-25 of the plans is unchanged from the previous submittal and acceptable.

24. We did not review the NJDOT 9" x 16" White Concrete Vertical Curb Detail.

25. As with the previous submittal, we did not review the Potable Water Connection Detail.

26. The Paver Detail, shown on Sheet C-22 of the plans, is acceptable.

27. The Vinyl Fence Detail, shown on Sheet C-22 of the plans, is acceptable.

28. The Cleanout Detail shown on Sheet C-24 of the plans, is acceptable to my office.

    However, it must also be approved by the Borough's Plumbing Subcode Official.

29. The Sanitary Saddle Connection Detail, shown on Sheet C-24 of the plans, shall be revised based on the approved connection as authorized by the Bergen County Utilities Authority.

30. The Concrete Encasement Detail, shown on Sheet C-24 of the plans, is acceptable.

31. The sanitary sewer interceptor, into which the applicant proposes connecting each building's lateral is a 96" diameter pipe.

    Therefore, the proposed connection (sanitary saddle connection detail), shown on Sheet C-24 of the plans is not viable.

    The applicant's engineer shall discuss the proposed connection with the Bergen County Utilities Authority to permit the appropriate connection detail to be shown on the Construction Details.

32. As indicated in my previous review reports, the Pedestrian Detour Plan impacts the Route 46 bridge sidewalk.

Therefore, we did not review that drawing.

33. As with the previous submittal, we did not review the Route 46 Traffic Control Plan.

34. As with the previous submittal, we did not review the Bergen Turnpike Traffic Control Plan.

35. As indicated in my previous review report, the proposed Riverfront Walkway falls under the jurisdiction of the New Jersey Department of Environmental Protection.

    Therefore, my office did not review the location, configuration, grading or construction materials for this walkway.

VIII. Neighborhood Impact Statement:

1. As indicated in my previous review report, the Neighborhood Impact Statement should be reviewed by the Borough Planner.

IX. Environmental Impact Statement:

1. The reference to "Winant Avenue", on Page 2 of the Environmental Impact Statement has been revised, in accordance with my previous review report, to indicate "New Jersey State Highway Route 46".

2. The "Inventory of Existing Environmental Conditions" sections of the Environmental Impact Report has been revised, in accordance with our previous review report, to include a section (2.17) discussing the on-site monitoring wells.

3. The licenses, permits and approvals required as set forth on Page 9 of the Environmental Impact Statement are consistent with the project, as revised.

X. Utilities (Sanitary Sewer):

1. As indicated previously in this report, the applicant has modified their site design to show each building's sanitary sewer lateral connected to the Bergen County Utilities Authority interceptor.

2. As also indicated previously in this report, those connections will, as noted on the plans, require approval from the Bergen County Utilities Authority.

3. It is unclear, based on the information shown on the Utility Plan (C-12, C-13) where the "sewer meter" for each building will be located.

   Specific "detail drawings" for each building's sanitary sewer meter are not required at this time.

However, the Utility Plan must indicate by note that each building's sanitary sewer lateral will be "metered".

4. The Utility Plan (C-12, C-13) indicates by note "contractor to confirm feasibility of connection with sanitary authority prior to construction."

   As indicated previously in this report, the project will require a New Jersey Department of Environmental Protection Treatment Works Approval Permit.

   As also indicated previously in this report, the Governing Body will be required to endorse this project by Resolution, and execute endorsement form WQM003.

   Therefore, should this project move forward to the point where an application to the Governing Body for this permit will be made the issue of the "feasibility" must be addressed prior to the Governing Body acting on that application.

5. The plans indicate that the proposed sanitary sewer lateral will be PVC (plastic).

   As discussed in detail in our previous review reports, there are concerns regarding "buoyancy" with certain pipe materials.

   Therefore, the plans shall be revised to indicate that the sanitary sewer laterals' material shall be Class 51, ductile iron pipe.

At this time, we are continuing our review of the design of the storm drainage collection/conveyance system, which will be addressed in a separate report.

Similarly, we are in the process of preparing a separate report discussing, in detail, the issues with the "encumbrances" (easements) on the site.

Enclosed is our voucher covering additional professional services rendered in connection with this project.

Due to the COVID pandemic, portions of the work covered under this voucher were provided by a principal of the firm.

Since, however, under "normal" circumstances, these services would have been provided by a staff engineer and/or inspector, our voucher has been prepared accordingly.

Funds for this voucher are available from the escrow monies posted by the applicant.

If you have any questions or require any additional information, please do not hesitate to contact me.

Yours very truly,

JOB & JOB CONSULTING ENGINEERS
Borough Engineer
Borough of Little Ferry

Kenneth J. Job, P.E.

KJJ/dc
Enclosure
cc: Brian Giblin, Esq.
Arthur Senor, PE
Scott Levy
Anthony Iovino
Allyson Kasetta, Esq.
Charles D. Olivo, PE (Stonefield Engineering)

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KENNETH J. JOB, P.E., P.L.S., P.P.

June 16, 2020

Borough of Little Ferry
Planning/Zoning Board
215-217 Liberty Street
Little Ferry, New Jersey 07643

Re: Site Plan
110 Bergen Turnpike
Block 25, Lot 2
Borough of Little Ferry
Bergen County, New Jersey

Dear Board Members:

I am writing you this letter as a follow up to my June 15, 2020 correspondence concerning the "encumbrances" on the property, relative to its proposed redevelopment.

As indicated in that correspondence, the ALTA/NSPS Land Title Survey shows that the property is "impacted" by several New Jersey Department of Transportation Easements.

These include:

1. Perpetual Access Easement.
2. Slope Easement(s).
3. Bridge Easement.

The location and configuration of these "encumbrances" have been shown on the project's Existing Condition's/Easement Plan (C-2/C-3).

However, they have not been shown on the design drawings.

To provide a representative depiction of the "encumbrances'" potential impact on the project, they should be shown on the project's Overall Site Plan.

Ideally, the submittal showing the easements on the "Overall" Site Plan should be prepared as an "independent" drawing showing the proposed site improvements as a "half tone" and the location and configuration of the easements as "full tone".

This will provide a better opportunity to assess, relative to the redevelopment of the site, the potential impact of the encumbrances.

Of particular concern is the Perpetual Access Easement, running from Bergen Turnpike north to the property's northerly boundary, then in a generally easterly direction along this boundary to a point where it intersects with the Bridge Easement.

This existing easement impacts the Phase 1 portion of the development.

The Existing Conditions/Easement Plan indicates by note "per NJDOT General Property Parcel Map dated 2009 to be extinguished or relocated."

At this time, my office has not received any "formal" notification from the New Jersey Department of Transportation indicating their position regarding "extinguishing" or "relocating" this easement.

If the New Jersey Department of Transportation agrees to "extinguish" this easement, the concerns regarding its impact on the project become moot.

If, however, the New Jersey Department of Transportation requires the easement to be relocated, that location/configuration of the relocated easement must be approved by the Department of Transportation, and shown on the project plans.

It is also essential to know the location of the Bridge Easement and Slope Easements relative to the proposed site improvements.

Certain easements have what is known as a "sunset" clause.

That is, the easement would automatically "expire" after a specific time period, unless extended".

However, there is no indication based on the ALTA/NSPS survey that this is the case with either the slope or bridge easements.

From an engineering perspective, my office has no issues with the site plan application moving forward.

If this matter is not resolved, prior to the Board being in a position to act on the application, any approval Resolution would need to include a "condition" relative to the easements.

It may also, depending upon the disposition of these easements, be necessary, should the Board act favorably on the application, for the applicant to obtain an amended approval.

After the applicant has submitted the "Overall Site Plan" discussed previously in this report, it will be possible to determine how the existing encumbrances will impact the lot's development.

If the applicant provides documentation confirming that any of the existing "encumbrances" either "sunset" or have been extinguished by the New Jersey Department of Transportation, they would need to be removed from the ALTA/NSPS Land Title Survey.

We will, of course, continue to keep the Board advised as to the status of this aspect of the project.

Enclosed is our voucher covering additional professional services rendered in connection with this aspect of the project.

As with our most recent voucher, due to the ongoing COVID pandemic, portions of the work covered under this voucher were provided by a principal of the firm.

Since, however, under "normal" circumstances, these services would have been provided by a survey technician, our voucher has been prepared accordingly.

Funds for this voucher are available from the escrow monies posted for the project.

If you have any questions or require any additional information, please do not hesitate to contact me.

Yours very truly,

JOB & JOB CONSULTING ENGINEERS
Borough Engineer
Borough of Little Ferry

Kenneth J. Job, P.E.

KJJ/dc
Enclosure
cc: Brian Giblin, Esq.
Arthur Senor, PE
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September 9, 2020

Borough of Little Ferry
Planning/Zoning Board
215-217 Liberty Street
Little Ferry, New Jersey 07643

Re: Site Plan
110 Bergen Turnpike
Block 25, Lot 2
Borough of Little Ferry
Bergen County, New Jersey

Dear Board Members:

As indicated in the "Storm Drainage" Section of my June 15, 2020 report, at that time, my office had not completed our review of the design of the project's Storm Drainage Collection/Conveyance or Water Quality Systems.

The review of these components of the storm drainage system is now complete.

Based on our review, we have the following comments, relative to the design of the Storm Drainage Collection/Conveyance and Water Quality Systems.

I. Storm Drainage Collection/Conveyance System:

1. The Stormwater Management Report addresses the issue of Stormwater Management, Water Quality, etc.

   However, that report did not include information relative to the onsite storm drainage collection/conveyance system.

   To date the applicant has not provided design data for the Storm Drainage Collection/Conveyance System(s), including Tributary Drainage Area Maps and pipe sizing calculations.

The pipe sizing calculations must include the discharge pipe for each building's roof drains.

2. The Grading and Drainage Plan shows a "direct connection" from Building "A" to the onsite Storm Drainage Collection/Conveyance System pipe.

   The Grading and Drainage Plan also shows a direct connection from drainage inlet D102 to the Storm Drainage Collection/Conveyance System pipe.

   This is not acceptable.

   The Grading and Drainage Plan shall be revised to show a drainage structure (manhole or inlet) at the connection point.

3. The Grading and Drainage Plan shall be revised to clearly show the "tie in" for the roof drains for Building "B" to the on-site storm drainage collection/conveyance system.

4. A portion of the project's ingress/egress driveway will drain to a trench drain, located at Bergen Turnpike.

   This trench drain will be located within the Bergen Turnpike right-of-way.

   Bergen Turnpike is a County Right of Way.

   Therefore, we will defer the determination of the "adequacy" of the trench drain to accommodate the tributary runoff to the County of Bergen.

5. The Stormwater Management Report indicates, as noted in my previous review reports, the necessity of providing a "Stormwater Facility Operations and Maintenance Manual".

   This Operations and Maintenance Manual must include the onsite storm drainage collection and conveyance system.

II. Water Quality System:

1. As indicated in my previous review reports, the project is classified as a "Major Development".

   Therefore, the site design must include a Water Quality component.

   This water quality component must be capable of removing 80% of the Total Suspended Solids (TSS) from the stormwater runoff.

2. As indicated in my previous review reports, the site design includes a premanufactured water quality system.

As also indicated in that report, the detail drawing of the water quality system, shown on the project plans, was a standard manufacturer's detail drawing, which was acceptable.

The Stormwater Management Report includes the same manufacturer's detail drawing as the project plans.

3. The Stormwater Management Report includes a December 14, 2016 New Jersey Department of Environmental Protection (Derek M. Berg) "MTD Laboratory Certification, stormwater management storm filter®, storm filter by Contech Engineered Solutions LLC Off-line Installation."

   It is my understanding that, as part of their review, the New Jersey Department of Environmental Protection will confirm the adequacy/acceptability of the water quality system proposed by the applicant.

After we have received a revised Grading and Drainage Plan, Tributary Drainage Area Map(s) and pipe sizing calculations, we will continue our review of this aspect of the project.

At this time, we are also awaiting revised submittal documents to address the various items set forth in our June 15, 2020 and June 16, 2020 review reports.

We will, of course, continue to keep the Board advised as to the status of this project.

Enclosed is our voucher covering additional professional services rendered in connection with this project.

If you have any questions or require any additional information, please do not hesitate to contact me.

Yours very truly,

JOB & JOB CONSULTING ENGINEERS
Borough Engineer
Borough of Little Ferry

Kenneth J. Job, P.E.

KJJ/dc
Enclosure
cc: Brian Giblin, Esq.
Massiel Medina Ferrara, PP
Scott Levy
Anthony Iovino
Allyson Kasetta, Esq.
James Kinosian, PE (Stonefield Engineering)

EXHIBIT C

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REVISED PERFORMANCE BOND ESTIMATE

Site Plan
110 Bergen Turnpike
Block 25, Lot 2
Borough of Little Ferry
Bergen County, New Jersey

Item	Description	Unit	Quantity	Unit Price	Total
1	Asphalt Pavement Section – Base Course	*TONS	29.20*	$ 100.00	$ 2,920.00
2	Asphalt Pavement Section – Graded Aggregate	*SY	173.00*	$ 8.00	$ 1,384.00
3	Asphalt Pavement Section – Surface Course	*TONS	14.60*	$ 100.00	$ 1,460.00
4	Concrete Curb – 6" Reveal	*LF	385.00*	$ 20.00	$ 7,700.00
5	Concrete Curb – Depressed	*LF	74.00*	$ 45.00	$ 3,330.00
6	Concrete Curb – Flush	*LF	10.00*	$ 20.00	$ 200.00
7	Concrete Curb – Ramp	*EA	2.00*	$ 500.00	$ 1,000.00
8	Striping – Epoxy – 4" Wide	*LF	270.00*	$ .75	$ 202.50
9	Walkway – Reinforced Concrete (4" Thick)	*SY	187.00*	$ 65.00	$ 12,155.00
10	Landscaping/Planting Materials	**LS	**LS	$ 82,00.00	$ 82,000.00
11	Topsoil/Final Grading	**LS	**LS	$ 7,500.00	$ 7,500.00
12	Lawn	**LS	**LS	$ 3,000.00	$ 3,000.00
13	Irrigation	**LS	**LS	$10,000.00	$ 10,000.00

*Based on Stonefield Engineering December 28, 2020 Estimate.
**Based on Scott Allan Design February 5, 2021 Estimate

Total Items: $132,851.50
Total Amount of Performance Bond: $159,421.80
(120% of Construction Cost)

Kenneth J. Job, P.E.
Job and Job Consulting Engineers

BOROUGH OF LITTLE FERRY
ORDINANCE NO.: 1532-03-20

AN ORDINANCE OF THE BOROUGH OF LITTLE FERRY AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCIAL AGREEMENT BY AND BETWEEN THE BOROUGH OF LITTLE FERRY AND MERIDIA, URBAN RENEWAL, LITTLE FERRY, LLC

WHEREAS, on December 21, 2018, the Borough adopted Resolution No. 372 declaring Block 25, Lots 1 and 2 as identified on the tax maps of the Borough as an area in need of redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, as amended and supplemented (the "**Redevelopment Law**" and together with the Tax Exemption Law, the "**Acts**"); and

WHEREAS, on October 1, 2019, the Borough adopted Ordinance No. 1526-16-19 approving and adopting the "Amended 110 Bergen Turnpike Redevelopment Plan, Block 25, Lots 1 and 2" (the "**Redevelopment Plan**") governing Block 25, Lots 1 and 2; and

WHEREAS, the Meridia, Urban Renewal, Little Ferry, LLC (the "**Redeveloper**") is the contract purchaser about to become the fee title owner of the property identified on the tax map of the Borough as Block 25, Lot 2 (the "**Property**") and intends to construct a redevelopment project thereon consisting of fifteen (15) affordable housing rental units and two hundred seventy nine (279) market rate residential units and approximately 13,350 square feet of commercial space (the "**Project**"), all in accordance with the Redevelopment Plan and Redevelopment Agreement; and

WHEREAS, pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law, constituting Chapter 431 of the Pamphlet Laws of 1991 of the State, and the acts amendatory thereof and supplement thereto (the "**Long Term Tax Law**", as codified in N.J.S.A. 40A:20-1 *et seq.*), the Borough is authorized to provide for tax exemption within a redevelopment area and for payment in lieu of taxes; and

WHEREAS, the Redeveloper has submitted an application to the Borough for the approval of the Project as an urban renewal project, as such term is used in the Tax Exemption Law, all in accordance with N.J.S.A. 40A:20-8 (the "**Exemption Application**", a copy of which is attached hereto as Exhibit A); and

WHEREAS, the Borough and the Redeveloper have reached an agreement with respect to, among other things, the terms and conditions relating to the Annual Service Charges and desire to execute the Financial Agreement.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of Little Ferry, County of Bergen, New Jersey, as follows:

Section 1. The Exemption Application is hereby accepted and approved.

Section 2. The Financial Agreement is hereby authorized to be executed and delivered on behalf of the Borough by the Mayor in substantially the formed attached hereto as Exhibit B, with such changes as the Mayor, after consultation with such counsel and any advisors to the Borough (collectively, the "**Borough Consultants**") shall determine, such determination to be conclusively evidenced by the execution of the Financial Agreement by the Mayor. The Borough Clerk is hereby authorized and directed to attest to the execution of the Financial Agreement by the Mayor and to affix the corporate seal of the Borough to the Financial Agreement.

Section 3. They Mayor is hereby further authorized and directed to (i) execute and deliver, and the Borough Clerk is hereby further authorized and direct to attest such execution and to affix the corporate seal of the Borough to, any document, instrument or certificate deemed necessary, desirable or convenient by the Mayor, after consultation with the Borough Consultants, to be executed in connection with the execution and delivery of the Financial Agreement and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, an d(ii) perform such other actions as the Mayor deems necessary, desirable or convenient in relation to the execution and delivery thereof.

Section 4. The ordinance shall take effect upon final passage and publication as required by law.

Section 5. Upon final adoption hereof, the Borough Clerk shall forward certified copies of this resolution to Anthony S. Bocchi, Esq., Cullen and Dykman LLP, Borough Attorney.

Section 6. This ordinance shall be a part of the Code of the Borough of Little Ferry as though codified and fully set forth therein. The Borough Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The Borough Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the Borough of Little Ferry in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing

ATTEST:

Barbara Maldonado

Barbara Maldonado, Borough Clerk

BOROUGH OF LITTLE FERRY

Mauro Raguseo, Mayor

Introduced: February 11, 2020

Motion by: C/P Steinhilber

Second by: C/W Lange

Introduction Roll Call:

Ayes: Anzalone, Lange, Muller, Sarlo Steinhilber

Nayes: None

Absent: Lanum

Adopted: March 10, 2020

Motion by: C/M Sarlo

Second by: C/M Lanum

Adoption Roll Call:

Ayes: Anzalone, Lange, Muller, Sarlo Steinhilber

Nayes: None

Absent: None

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Mayor and Council at a meeting held on March 10, 2020.

Barbara Maldonado

Barbara Maldonado, Borough Clerk



FINANCIAL AGREEMENT

BY AND BETWEEN

THE BOROUGH OF LITTLE FERRY

AND

MERIDIA, URBAN RENEWAL, LITTLE FERRY, LLC

DATED AS OF MARCH 10, 2020

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FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter this "**Agreement**"), made this 10th day of March, 2020 (the "**Effective Date**") by and between **MERIDIA, URBAN RENEWAL, LITTLE FERRY, LLC**, an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 et seq., as amended and supplemented (the "**Long Term Tax Exemption Law**"), with offices at 201 South Wood Avenue, Linden, New Jersey 07036 (the "**Entity**" or "**Redeveloper**") and the **BOROUGH OF LITTLE FERRY**, a municipal corporation in the County of Bergen and the State of New Jersey with offices at 215-217 Liberty Street, Little Ferry, New Jersey 07643 (the "**Borough**", and together with the Entity, the "**Parties**" or "**Party**").

WITNESSETH:

WHEREAS, the Entity is the owner of the property identified on the Tax Maps of the Borough as Block 25, Lot 2 and more commonly known as 110 Bergen Turnpike and more particularly described by the metes and bounds description (the "**Property**") as set forth in *Exhibit 2* of the application submitted by the Entity for tax exemption entitled "Application for Tax Abatement / Exemption" (the "**Application**" or "**Exemption Application**") (said Application is attached as an Exhibit to the Ordinance identified below and attached hereto as **Exhibit "A"**; and

WHEREAS, the Property is located in an area which has been designated as an area in need of redevelopment (the **"Redevelopment Area"**) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 et seq., as amended and supplemented (the "**Local Redevelopment and Housing Law**") by Resolution Number 372 finally adopted on December 21, 2018; and

WHEREAS, pursuant to *N.J.S.A.* 40A:12A-7, on July 9, 2019, the Borough duly adopted Ordinance Number 1520-10-19 approving the redevelopment plan entitled, "110 Bergen Turnpike Redevelopment Plan Block 25, Lots 1 and 2" (as same may be further amended from time to time, the "**Redevelopment Plan**") for the Redevelopment Area; and

WHEREAS, on October 1, 2019, the Borough adopted Ordinance Number 1526-16-19 approving and adopting the "Amended 110 Bergen Turnpike Redevelopment Plan, Block 25, Lots 1 and 2" (the "**Redevelopment Plan**") governing Block 25, Lots 1 and 2; and

WHEREAS, pursuant to *N.J.S.A.* 40A:12-4, the Borough has determined to act as the "Redevelopment Entity" (as such term is defined at *N.J.S.A.* 40A:12A-3) for the Redevelopment Area to exercise the powers contained in the Local Redevelopment and Housing Law; and

WHEREAS, the Entity is the owner of the Redevelopment Area and is a developer with resources and a team of experts in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance, and real estate development with expertise suitable for the proposed redevelopment of the Redevelopment Area; and

WHEREAS, on February 11, 2020, the Borough and Entity entered into that certain agreement (the "**Redevelopment Agreement**") governing the redevelopment of the Property and

designating the Entity as the Redeveloper of the Property in order to effectuate the public purpose set forth in the Redevelopment Plan; and

WHEREAS, the proposed project to be undertaken on the Property is the design, development, financing, construction and implementation on the Redevelopment Area of a mixed use project consisting of multi-unit residential, commercial and retail along with parking, amenities and related improvements; all in accordance with the provisions of the Redevelopment Law and the Redevelopment Plan (collectively and as further defined herein, the "**Project**"); and

WHEREAS, the Entity has submitted an application to the Borough for the approval of an exemption for the Project pursuant to the Long Term Tax Exemption Law, which application is attached as *Exhibit "A"* to the Ordinance identified below and attached hereto as **Exhibit "A"** (the "**Application**" or "**Exemption Application**"); and

WHEREAS, pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law, the Borough is authorized, in its sole discretion, to provide for and accept, in lieu of real property taxes, an annual service charge paid by the Entity (as defined herein) to the Borough (as defined herein, the "**Annual Service Charge**"); and

WHEREAS, on March 10, 2020, the council of the Borough (the "**Borough Council**") finally adopted an ordinance entitled, "An Ordinance of the Borough of Little Ferry, Authorizing the Execution and Delivery of a Financial Agreement by and between the Borough of Little Ferry and Meridia, Urban Renewal, Little Ferry, LLC" a copy of which is attached hereto as **Exhibit "A"** (the "**Ordinance**"); and

WHEREAS, the Borough made the following findings with respect to the Project:

A. Relative Benefits of the Project:

The Project site is approximately 4.9093 acres. It has been vacant with no existing buildings. It was previously a cement manufacturing facility and has seen various commercial operations before that. It has been dormant and vacant for more than 15 years. It is covered with overgrown vegetation, crushed concrete and degrade asphalt and other masonry. The Project will create jobs during construction and permanent jobs for the residential and commercial components when completed. The Project will generate significant amounts of new municipal revenues through the Annual Service Charge and utility fees. The Project will further the redevelopment objectives of the Redevelopment Plan for the Redevelopment Area. In light of market conditions and other economic factors (including the extraordinary remediation and other development costs) impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. Accordingly, without the incentive the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

The tax exemption permits the private mixed-use development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be developed by reducing the expenses associated with the operation of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE I
GENERAL PROVISIONS

SECTION 1.01 Governing Law

This Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, (b) the Ordinance, and (c) all other Applicable Laws. It is expressly understood and agreed that the Borough expressly relies upon the facts, data, and representations contained in the Application in granting this tax exemption.

SECTION 1.02 General Definitions

The following terms shall have the meanings assigned to such term in the preambles hereof:

Agreement
Application
Borough
Borough Council
Entity
Effective Date
Local Redevelopment and Housing Law
Long Term Tax Exemption Law
Ordinance
Party/Parties
Project
Property
Redeveloper
Redevelopment Agreement
Redevelopment Area
Redevelopment Plan

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Administrative Fee – As defined in Section 8.01.

Affordable – means a sales price or rent within the means of a moderate income household as defined in *N.J.S.A.* 52:27D-304.

Affordable Units – The fifteen (15) Affordable Units constructed as part of the Project pursuant to this Agreement in accordance with all relevant common law, statutory, and regulatory principles including, but not limited to, binding authority of the New Jersey courts, the statutory provisions of the New Jersey Fair Housing Act ("FHA"), *N.J.S.A.* 52:27D-301 to 329, the prior round regulations of the New Jersey Council on Affordable Housing ("COAH"), *N.J.A.C.* 5:91-1.1 *et. seq.* and *N.J.A.C.* 5:93-1.1 *et. seq.*; the Uniform Housing Affordability Controls regulations

("UHAC"), *N.J.A.C.* 5:80-26.1 *et. seq.*, and any other relevant affordable housing principles and policies.

Allowable Net Profit – The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of *N.J.S.A.* 40A:20-3(c).

Allowable Profit Rate – As defined by *N.J.S.A.* 40A:20-3(b).

Annual Gross Revenue – The annual gross revenue of the Entity as defined by *N.J.S.A.* 40A:20-3(a).

Annual Service Charge – The amount the Entity has agreed to pay the Borough, or its designee, pursuant to Article IV for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, which amount shall be prorated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Annual Service Charge Start Date – The first day of the month following the month any Phase of the Project receives a permanent Certificate of Occupancy.

Applicable Law – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Local Redevelopment and Housing Law, the Long Term Tax Exemption Law, as applicable, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder.

Auditor's Report – A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in *N.J.S.A.* 40A:20-3(c). The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

Certificate of Occupancy – A temporary (if temporary or conditional for the limited reasons of grading, seeding, landscaping and/or surface pavement course) or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the Borough authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A.* 52:27D-133.

County – The County of Bergen.

Debt Service – The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by this Agreement.

Default – A breach or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods after written notice of such failure.

Default Notice – As defined in Section 15.02.

Financial Plan – The plan set forth in the Application and attached thereto as Exhibit 5 pursuant to *N.J.S.A.* 40A:20-8(d).

Improvements – Any building, structure or fixture permanently affixed to the Land and to be constructed and exempt under this Agreement.

In Rem Tax Foreclosure – A summary proceeding by which the Borough may enforce the lien for taxes due and owing by a tax sale in accordance with the provisions of *N.J.S.A.* 54:5-1 et seq.

In Rem Tax Foreclosure Act – *N.J.S.A.* 54:5-104.29 et seq., as the same may be amended or supplemented from time to time.

Land – The real property, but not the Improvements, known as Block 25, Lot 2 on the tax maps of the Borough, and more particularly described by the metes and bounds description set forth as Exhibit 2 of the Exemption Application included in ***Exhibit A*** of this Agreement.

Land Taxes – The amount of taxes assessed on the value of the Land, in the event it is determined that the Land is not exempt, exclusive of the value of any Improvements related thereto, in accordance with Applicable Laws.

Land Tax Payments – Payments made on the quarterly due dates, including approved grace periods, if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Lease Up Period – That period of time, beginning on the date of the issuance of the first Certificate of Occupancy for any residential unit in the Project and ending on the date of the Lease Up Expiration. During the Lease Up Period the Entity shall pay to the City a sum calculated as follows: (1) the total amount of the estimated Annual Service Charge for all residential and non-residential units in the Project, as estimated by the Entity in its Exemption Application, shall be divided by the number of all proposed residential units in the Project in order to obtain the estimated Annual Service Charge on a per residential unit basis; (2) the estimated per unit Annual Service Charge will again be divided by twelve (12) in order to calculate the monthly amount of the Annual Service Charge on a per residential unit basis; and (3) the resulting amount shall be multiplied by the number of residential units having been issued a Certificate of Occupancy, irrespective of whether the residential unit is actually occupied or generates any rental revenue. In no event shall the foregoing result in a payment to the City less than the Minimum Annual Service Charge. The payment shall be calculated as of the first (1st) day of the month during the Lease Up Period. The Lease Up Period shall expire upon the earlier of: (i) the receipt of a Certificate of Occupancy issued for the entire Project or (ii) twenty-four (24) months after the issuance of the first Certificate of Occupancy for any residential unit in the Project (the "**Lease Up Expiration**") regardless of whether all of the residential units have received a Certificate of Occupancy.

Material Conditions – As defined in Section 4.06.

Minimum Annual Service Charge – As defined in Section 4.03.

Net Profit – The Annual Gross Revenue of the Entity pertaining to the Property, less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A.* 40A:20-3(c), which includes, but is not limited to, the Debt Service and an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost over the term of the abatement granted pursuant to this Agreement as well as all other expenses permitted under the provisions of *N.J.S.A.* 40A:20-3(c).

Notice of Termination – As defined in Section 15.04.

Phase – means any phase of the Project as depicted on a concept plan or site plan application by Redeveloper, as same may be amended or modified from time to time by the Parties. There shall not be more than two (2) phases for the Project.

Site Plan – The site plan for the Project to be approved by the Borough's Planning Board.

State – The State of New Jersey.

Substantial Completion – Completion of the Project to such a degree that the Project receives a Certificate of Occupancy providing that the Project may be legally occupied.

Tax Assessor – The Borough tax assessor.

Tax Collector – The Borough tax collector.

Tax Sale Law – *N.J.S.A.* 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Termination – Expiration of the term of this Agreement in accordance with Section 3.01 or any action or omission which by operation of the terms of this Agreement shall cause the Entity to relinquish or forfeit the tax exemption granted pursuant to this Agreement.

Total Project Cost – The total cost of construction and/or rehabilitation of the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are as defined in *N.J.S.A.* 40A:20-3(h). There shall be included in Total Project Cost the actual costs incurred to construct the Improvements which are specifically described in the Application.

SECTION 1.03 Interpretation and Construction

In this Agreement, unless the context otherwise requires:

A. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

E. Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than thirty (20) days, unless the context dictates otherwise.

G. All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

H. It is expressly understood and agreed that the Borough expressly has relied upon the facts, data and representations contained in the Application in granting the tax exemption described in this Agreement.

{End of Article I}

ARTICLE II
APPROVAL

SECTION 2.01 Approval of Tax Exemption

The Borough has granted and does hereby grant its approval for a tax exemption for the Project in accordance with the provisions of the Long Term Tax Exemption Law on the Property. Pursuant to the Ordinance, the Improvements to be constructed and maintained by the Entity shall be exempt from taxation as provided for herein.

SECTION 2.02 Approval of the Entity

Approval is granted to the Entity based on its representation that its Certificate of Incorporation attached to the Application as Exhibit 1 thereto contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with *N.J.S.A.* 40A:20-5.

SECTION 2.03 Improvements to be Constructed

The Entity represents that it will construct or cause the Improvements to be constructed in accordance with the Redevelopment Plan, the Site Plan and the Redevelopment Agreement between the Borough and the Entity.

SECTION 2.04 Construction Schedule

The Entity agrees to commence and complete construction in accordance with the Project Schedule as set forth in the Redevelopment Agreement.

SECTION 2.05 Ownership, Management and Control

The Entity represents that it is the Owner of the Property. The Entity expressly covenants, warrants and represents that upon completion, the Project, including all Land and Improvements, shall be used, managed and operated for the purposes set forth in the Application and in accordance with the Redevelopment Plan and all Applicable Laws.

The Entity covenants, warrants and represents that the Redevelopment Area and the Project shall be used, managed and operated for the purposes set forth in the Application and the Redevelopment Agreement, and in accordance with the Redevelopment Plan and all Applicable Law.

SECTION 2.06 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the representations set forth in the Financial Plan. The Application and Financial Plan set forth estimated Total Project Cost, amortization rate on Total Project Cost, the source of funds, the

interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

SECTION 2.07 Statement of Estimated Rents. The Entity's good faith projections of the initial rents are set forth in the Application.

{End of Article II}

ARTICLE III
DURATION OF AGREEMENT

SECTION 3.01 Term

This Agreement is effective on the Effective Date. So long as there is compliance with the Applicable Laws and this Agreement, it is understood and agreed by the Parties that this Agreement, including the obligation to pay Annual Service Charges under Article IV and the tax exemption granted and referred to in Section 2.01, shall remain in effect until the earlier of (i) 35 years from the date of the Effective Date or (ii) 30 years from the Annual Service Charge Start Date for the Project, provided there shall not be a default under this Financial Agreement or the Redevelopment Agreement. Prior to the Annual Service Charge Start Date, the Property and the Project shall be subject to conventional real estate taxes with respect to the Land and the improvements currently existing thereon, at the time and to the extent due in accordance with generally applicable law. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned or leased by a corporation, association or other entity formed and operating under the Long Term Tax Exemption Law. Upon Termination, the tax exemption for the Project shall expire and the Land and Improvements shall thereafter be assessed and taxed according to the general laws applicable to other non-exempt property in the Borough. Upon Termination all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Borough's acceptance of its final accounting, pursuant to *N.J.S.A.* 40A:20-13.

SECTION 3.02 Date of Termination

Upon any Termination of the tax exemption, as described in Section 3.01, the date of such Termination shall be deemed to be the last day of the fiscal year of the Entity.

SECTION 3.03 Voluntary Termination by Entity

The Entity may at any time after the expiration of one year from the completion of the Project notify the Borough that as of a certain date designated in the notice, it relinquishes its status under the Long Term Tax Exemption Law and that the Entity has obtained the consent of the Commissioner of the Department of Community Affairs. Upon Termination of the Agreement, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Borough's acceptance of its final accounting, pursuant to *N.J.S.A.* 40A:20-13.

{End of Article III}

ARTICLE IV
ANNUAL SERVICE CHARGE

SECTION 4.01 Annual Service Charge Consent

The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens described in this Agreement, and the Entity shall not contest the validity or amount of any such lawfully imposed lien. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of the status of the Entity as an urban renewal entity qualified under and as defined in the Long Term Tax Exemption Law, or any violation by the Borough of any provisions of this Agreement. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by Applicable Law.

SECTION 4.02 Payment of Annual Service Charge

A. In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge commencing on the Annual Service Charge Start Date.

B. Payment of the Annual Service Charge shall be made to the Borough on a quarterly basis on February 1, May 1, August 1, and November 1 after the Annual Service Charge Start Date in accordance with the Borough's tax collection schedule, subject, nevertheless, to adjustment for over or underpayment within ninety (90) days after the close of each calendar year. The obligation to pay the Annual Service Charge shall continue until the Termination of the Agreement.

C. In the event that the Entity fails to timely pay the Annual Service Charge or any installment thereof, the amount past due shall bear the highest rate of interest permitted under applicable state law and then being assessed by the Borough against other delinquent taxpayers in the case of unpaid taxes or tax liens on land until paid.

D. In accordance with the Long Term Tax Exemption Law, specifically *N.J.S.A.* 40A:20-12, in the event of any change in the tax-exemption status as provided herein during any tax year, including but not limited to any Termination, the procedure for the apportionment of any taxes and/or Annual Service Charge, as the case may be, shall be the same as in the case of other changes in tax exemption status to any other property located within the Borough during the tax year, in accordance with Applicable Law.

SECTION 4.03 Annual Service Charge Amount

Pursuant to *N.J.S.A.* 40A:20-12, the Annual Service Charge shall be an amount equal to: (i) 10% of the Annual Gross Revenues of the Entity for years 1 through and including year 5; (ii) 11% of Annual Gross Revenues of the Entity for years 6 through and including year 10; (iii) 12% of Annual Gross Revenues of the Entity for years 11 through and including year 20; and (iv) 13% of Annual Gross Revenues of the Entity for the remainder of the term hereof. For a period of up to the first twenty-five (24) moths after the Annual Service Charge Start Date the Annual Service Charge shall be prorated in accordance with the Lease Up Period Provisions of Section 1.02.

Thereafter, the Annual Service Charge shall be adjusted in Stages over the term of the tax exemption in accordance with *N.J.S.A.* 40A:20-12(b), as set forth in Section 4.05. The first partial year of the Annual Service Charge shall be billed based on the Minimum Annual Service Charge. Notwithstanding the above, the Annual Service Charge shall not be less than the amount of the total taxes levied against the Property for the last full year the Property was subject to taxation (the "**Minimum Annual Service Charge**").

SECTION 4.04 Land Taxes

The Entity shall be obligated to make payment of Land Taxes according to the general laws applicable to all other tax ratables. Land Taxes shall be separately assessed for the Property, and shall be assessed only on the Land without regard to any improvements or increase in value to the Land because of the Improvements, or increase in value to the Land due to the zoning approvals or redevelopment plan applicable to the Land. The payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year. In any year that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any land tax credits against the Annual Service Charge. The Entity is required to make payment of both the Annual Service Charge and the Land Tax Payments, if applicable. The Entity is required to pay the full Land Tax Payments in any given year and no credits will be applied against the Annual Service Charge for partial payment of the Land Taxes. The Entity's failure to make the requisite Annual Service Charge payment and/or the requisite Land Tax Payment in a timely manner shall constitute a violation and breach of this Agreement. The Borough shall, among its other remedies, have the right to proceed against the Property pursuant to the In Rem Tax Foreclosure Act, *N.J.S.A.* 54:5-1, et seq. and/or may declare a Default under this Agreement upon sixty (60) days written notice to the Entity.

SECTION 4.05 Schedule of Stage Adjustments to Annual Service Charge

Pursuant to *N.J.S.A.* 40A:20-12(b), the Annual Service Charge shall be adjusted as follows:

A. Stage One. Commencing on the Annual Service Charge Start Date and continuing through the fifteenth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 and 4.04 of the Agreement.

B. Stage Two. From the sixteenth year through the twentieth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 and 4.04 of the Agreement, or 20% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

C. Stage Three. From the twenty-first year through the twenty-fifth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 and 4.04 of the Agreement, or 40% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

D. Stage Four. From the twenty-sixth year through the twenty-ninth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section

4.03 and 4.04 of the Agreement, or 60% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

E. Fifth Stage. From the twenty-ninth year through the thirtieth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 and 4.04 of the Agreement, or 80% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

SECTION 4.06 Material Conditions

It is expressly agreed and understood that all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, Land Taxes, if applicable, and the Administrative Fee are material conditions of this Agreement (the "**Material Conditions**"). If any other term, covenant or condition of this Agreement, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

SECTION 4.07 No Reduction in Payment of the Annual Service Charge

Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Sections 4.02 and 4.03 hereof shall be reduced, amended or otherwise modified during the Term of this Agreement, without the mutual consent of the Parties.

SECTION 4.08 Annual Service Charges as Municipal Lien

In accordance with the provisions of the Long Term Tax Exemption Law, the Annual Service Charge shall be and constitute a continuous municipal lien on the Property and the Improvements.

SECTION 4.09 Other Municipal Services. Nothing herein shall exempt the Entity from the payment of any municipal services, including sewer and water charges, rendered to the Property. The Entity shall timely pay for municipal services rendered to the Property.

SECTION 4.10 Administrative Fee. In addition to the Annual Service Charge the Borough shall charge the Entity an annual administrative fee ("Annual Administrative Fee") in an amount of two percent (2%) of the Annual Service Charge.

SECTION 4.11 Security for Payment of Annual Service Charges

In order to secure the full and timely payment of the Annual Service Charges, the Borough on its own behalf reserves the right to prosecute an In Rem Tax Foreclosure action against the Property, as more fully set forth in this Agreement.

{End of Article IV}

ARTICLE V
REMEDIES

SECTION 5.01 Dispute Resolution

In the event of a breach of this Agreement by any of the Parties or any Default or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, then the Parties shall submit the dispute to an arbitrator mutually selected and agreed to by the Parties. If the Parties cannot agree upon an arbitrator, then each Party shall select an arbitrator, who in turn will mutually select a third arbitrator. The arbitrator retained to resolve the dispute shall abide by the rules and regulations of arbitration as set forth and/or followed by the American Arbitration Association in the State of New Jersey in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by the non-prevailing Party. The demand for arbitration shall be filed in writing and shall be made within a reasonable time after a dispute or breach occurs. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION 5.02 Remedies

In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV, the Borough in addition to its other remedies, reserves the right to proceed against the Project, in the manner provided by Applicable Law, including the Tax Sale Law and the *In Rem* Tax Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charges were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the Borough to proceed in the above-mentioned manner.

{End of Article V}

ARTICLE VI
CERTIFICATE OF OCCUPANCY

SECTION 6.01 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a reasonably timely manner as provided in the Redevelopment Agreement.

SECTION 6.02 Filing of Certificate of Occupancy

It shall be the responsibility of the Entity to promptly file with both the Tax Assessor and the Tax Collector a copy of any Certificate of Occupancy issued for the Project.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not militate against any action or non-action, taken by the Borough, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

{End of Article VI}

ARTICLE VII
ANNUAL AUDITS

SECTION 7.01 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed by Applicable Law.

SECTION 7.02 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, for the duration of this Agreement, the Entity shall submit to the Mayor, Borough Council, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year pursuant to *N.J.S.A.* 40A:20-3(c). The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year. The Entity assumes all costs associated with preparation of the periodic reports.

B. Total Project Cost Audit: Within ninety (90) days after the final Certificate of Occupancy is issued for the Project, the Entity shall, unless this Agreement is terminated, submit to the Mayor, Borough Council, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs in the form attached as Exhibit 11 to the Application.

C. Disclosure Statement: On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest from the prior year's filing, the Entity shall submit to the Mayor, Borough Council, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Borough may request from time to time.

SECTION 7.03 Inspection

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A.* 40A:20-9(e). The Entity shall also permit, upon written request, examination and audit of its books, contracts, records, documents and papers relating to the Project by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A.* 40A:20-9(e). Such inspection shall be made upon ten (10) days written notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

SECTION 7.04 Limitation on Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits and dividends pursuant to the provisions of *N.J.S.A.* 40A:20-15. Pursuant to *N.J.S.A.* 40A:20-3(b) and (c), this calculation shall be completed in accordance with generally accepted accounting principles.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to 10% of the Annual Gross Revenues of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in *N.J.S.A.* 40A:20-15. The reserve shall be noncumulative.

There is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in *N.J.S.A.* 40A:20-3 for the purpose of determining compliance with *N.J.S.A.* 40A:20-15 or *N.J.S.A.* 40A:20-16, any gain realized by the Entity on the sale of all or a portion of the Project, whether or not taxable under Applicable Law.

SECTION 7.05 Payment of Dividend and Excess Profit Charge

In the event the Net Profits of the Entity in any fiscal year shall exceed the Allowable Net Profits for such period, then the Entity, within ninety (90) days after the end of such fiscal year shall pay such excess Net Profits to the Borough as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned Section 7.04. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A.* 40A:20-3(c) and 40A:20-15.

The Parties agree that any excess Net Profit will be retained by the Borough as additional Annual Service Charge.

{End of Article VII}

ARTICLE VIII
ASSIGNMENT AND/OR ASSUMPTION

SECTION 8.01 Approval of Sale of Project to Entity Formed and Eligible to Operate Under Applicable Law

The Entity shall not voluntarily transfer more than 10% of the Project, until it has removed itself and the Project from all restrictions under this Agreement. The Entity shall, however, be permitted to transfer all or any portion of the Project to another urban renewal entity approved by the Borough as follows:

As permitted by *N.J.S.A.* 40A:20-10(a), it is understood and agreed that the Borough, on written application by the Entity after completion of the Project, will consent to a sale of the Project and the transfer of this Agreement provided: (i) the transferee entity does not own or lease any other Project subject to long term tax exemption at the time of transfer; (ii) the transferee entity is formed and eligible to operate under the Long Term Tax Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the transferee entity; (v) the transferee entity agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to *N.J.S.A.* 40A:20-8, and any other terms and conditions of the Borough in regard to the Project; and (vi) the principal owners of the transferee entity possess the same business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable. The Entity shall pay an administrative transfer fee equal to 2% of the then applicable Annual Service Charge for that portion of the Project being transferred for processing any such application by the Entity (the "**Administrative Fee**").

SECTION 8.02 Severability

It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the Board of Trustees by ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Land which are basic to, embraced in, or underlying the exempt Improvements.

SECTION 8.03 Subordination of Fee Title

It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charges, and to the rights of the Borough hereunder to encumber the fee title to the Land and/or Improvements, and that any such encumbrance shall not be deemed to be a violation of this Agreement. This section shall not prohibit the encumbrance of a mortgage lien(s) on the Redevelopment Area, it being expressly understood that a mortgage lien(s) takes subject to the municipal lien created by the Annual Service Charge under the Long Term Tax Exemption Law.

{End of Article VIII}

ARTICLE IX
BOROUGH DETERMINATIONS AND OBLIGATIONS

SECTION 9.01 Relative Benefits

In accordance with the Long Term Tax Exemption Law, specifically *N.J.S.A.* 40A:20-11(a), the Borough hereby finds and determines that this Agreement is to the direct benefit of the health, safety, welfare and financial well-being of the Borough and its citizens despite the tax exemption granted hereunder. The Project will generate significant amounts of new (otherwise unavailable) municipal revenues through the Annual Service Charge and utility fees. In light of market conditions and other economic factors (including the extraordinary remediation and other development costs) impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. Accordingly, without the incentive the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

SECTION 9.02 Importance of Tax Exemption

In accordance with the Long Term Tax Exemption Law, specifically *N.J.S.A.* 40A:20-11(b), the Borough hereby finds and determines that it has reviewed the Application and accompanying financial information and it has determined that this Agreement is a critical incentive for the Entity to undertake the Project in the Borough due to the extraordinary costs associated with the development of the Property. The tax exemption permits the private mixed-use development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be developed by reducing the expenses associated with the operation of the Project.

{End of Article IX}

ARTICLE X
WAIVER

SECTION 10.01 Waiver

Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Borough or the Entity of any rights and remedies provided by the Applicable Law except for the express waiver herein of certain rights of acceleration and certain rights to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Borough or the Entity has under law, in equity, or under any provision of this Agreement.

{End of Article X}

ARTICLE XI
NOTICE

SECTION 11.01 Notice

Any notice required hereunder to be sent by any Party to another Party shall be sent to all other Parties hereto simultaneously by certified or registered mail, return receipt requested or by commercial overnight delivery service with package tracking capabilities and for which proof of delivery is available, as follows:

A. When sent to the Entity it shall be addressed as follows:

Meridia, Urban Renewal, Little Ferry, LLC
201 South Wood Avenue
Linden, New Jersey, 07036

with copies to:

Dennis P. Liloia, Esq.
201 South Wood Avenue
Linden, New Jersey 07036

B. When sent to the Borough, it shall be addressed as follows:

Borough of Little Ferry
215-17 Liberty Street
Little Ferry, New Jersey 07643
ATTN: Mayor and Clerk

with copies to

Anthony S. Bocchi, Esq.
Cullen and Dykman, LLP
433 Hackensack Avenue
Hackensack, New Jersey 07601

The notice to the Borough shall identify the subject with block and lot numbers and the tax account numbers of the tax parcels comprising the Property.

{End of Article XI}

ARTICLE XII
COMPLIANCE

SECTION 12.01 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of Applicable Law and any lawful ordinances and resolutions of the Borough, including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Agreement.

{End of Article XII}

ARTICLE XIII
CONSTRUCTION

SECTION 13.01 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

{End of Article XIII}

ARTICLE XIV
INDEMNIFICATION

SECTION 14.01 Indemnification

It is understood and agreed that in the event the Borough shall be named as a party defendant in any action brought against the Borough or the Entity by allegation of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of the Long Term Tax Exemption Law or any other Applicable Law, the Entity shall indemnify and hold the Borough harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement, the provisions of N.J.S.A. 40A:20-1 et seq., and/or any other Applicable Law except for any misconduct by the Borough or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense. The Borough maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the reasonable expense thereof to be borne by the Entity.

{End of Article XIV}

ARTICLE XV
DEFAULT

SECTION 15.01 Default

Default shall be failure of the Entity to conform to the terms of: (a) this Agreement; (b) the Redevelopment Agreement; and (c) failure of the Entity to perform any obligation imposed upon the Entity by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period.

SECTION 15.02 Cure Upon Default

Should a Party be in Default of any obligation under this Agreement, the non-defaulting Party shall notify the defaulting Party and any mortgagee, if applicable, of the Entity in writing of said Default (the "**Default Notice**"). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting Party shall have sixty (60) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge which default must be cured within ten (10) days from the date of its receipt of the Default Notice) provided such cure can reasonably be effected within such sixty (60) day period. If such cure cannot reasonably be effected within such sixty (60) day period, then in such case Entity shall have such additional time to cure as reasonably necessary to effect same but no more than one hundred twenty (120) days from the date of Entity's receipt of the Default Notice. In the event of any uncured Default by the Entity, the Borough shall have the right to proceed against the Property pursuant to Applicable Law. Upon any Default in payment of any installment of the Annual Service Charge, the Borough shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure Act.

SECTION 15.03 Remedies Upon Default Cumulative; No Waiver

Subject to the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the Borough, and all rights and remedies granted to them by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Borough of any of their remedies or actions against the Entity because of Entity's failure to pay Land Taxes, the Annual Service Charge, and/or the Administrative Fee and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges, Administrative Fee or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges, Administrative Fee or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

SECTION 15.04 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 15.02, the Borough has the right to terminate this Agreement upon thirty (30) days written notice to the Entity (the "**Notice of Termination**").

SECTION 15.05 Final Accounting

Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the Borough the reserve, if any, pursuant to the provisions of *N.J.S.A.* 40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

SECTION 15.06 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough.

{End of Article XV}

ARTICLE XVI
MISCELLANEOUS

SECTION 16.01 Conflict

The Parties agree that in the event of a conflict between the Application and this Agreement, the language in this Agreement shall govern and prevail.

SECTION 16.02 Oral Representations

There have been no oral representations made by either of the Parties hereto which are not contained in this Agreement. This Agreement, the Ordinance of the Borough authorizing this Agreement, and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

SECTION 16.03 Entire Document

All conditions in the Ordinance of the Borough Council approving this Agreement are incorporated in this Agreement and made a part hereof.

SECTION 16.04 Good Faith

In their dealings with each other, the Parties agree that they shall act in good faith.

SECTION 16.05 Recording

This entire Agreement will be filed and recorded with the Bergen County Clerk by the Entity at the Entity's expense.

SECTION 16.06 Municipal Services

The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for Land Taxes (but only if the land is determined not to be exempt pursuant to the Long Term Tax Exemption Law) and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

SECTION 16.07 Annual Service Charge Paid to County

Pursuant to *N.J.S.A.* 40A:20-12, the Borough shall remit 5% of the Annual Service Charge to Bergen County.

SECTION 16.08 Financing Matters

The financial information required by the final paragraph of *N.J.S.A.* 40A:20-9 are set forth in the Application.

SECTION 16.09 Counterparts

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 16.10 Amendments

This Agreement may only be amended, changed, or modified in writing signed by the Parties, and prior to taking effect , such amendment must be approved by Ordinance duly adopted by the Borough upon recommendation of the Mayor or other Chief Executive Officer..

SECTION 16.11 Certification

The Municipal Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A.* 40A:20-12, that an Agreement with an urban renewal entity, i.e., the Entity, for the development of the Redevelopment Area, has been entered into and is in effect as required by *N.J.S.A.* 40A:20-1, et seq. Delivery by the Municipal Clerk to the Tax Assessor of a certified copy of Ordinance No. 1532-03-20 adopted by the Borough Council on March 10, 2020 approving the tax exemption described herein and this Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Clerk that the exemption has been terminated.

Further, upon the adoption of this Agreement, a certified copy of the Ordinance, Ordinance No. 1532-03-20 adopted by the Borough Council approving the tax exemption described herein and this Agreement shall forthwith be transmitted to the Director of the Division of Local Government Services by the Municipal Clerk.

SECTION 16.12 Severability

If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 16.13 Effect of Agreement

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

{End of Article XVI}

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

MERIDIA, URBAN RENEWAL, LITTLE FERRY, LLC

By: _____
George Capodagli, Managing Member

BOROUGH OF LITTLE FERRY

By: _____
Mauro D. Raguseo, Mayor

STATE OF NEW JERSEY :
: ss
COUNTY OF UNION :

The foregoing instrument was acknowledged before me this 31st day of March, 2020 by Meridia, Urban Renewal, Little Ferry, LLC, a New Jersey limited liability company, by George Capodagli, its Managing Member, on behalf of the corporation.

_____
Dennis P. Liloia, Attorney at Law
State of New Jersey

STATE OF NEW JERSEY :
: ss
COUNTY OF BERGEN :

The foregoing instrument was acknowledged before me this 15th day of April, 2020, by the Borough of Little Ferry of (the "Borough"), a municipal corporation of the State of New Jersey, by Mauro D. Raguseo, its Mayor, on behalf of the Borough

_____
Notary Public

Commission Expiration: 5/30/20

BARBARA MALDONADO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/30/2020

F:\BOCCHI\Boro of Little Ferry\Meridia - 110 Bergen Turnpike\Financial Agreement 6.docx

LIST OF EXHIBITS

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

A. **Ordinance**

EXHIBIT A
ORDINANCE

G.

Regan Development Documentation

New Jersey Sports and Exposition Authority

1 DeKorte Park Plaza Lyndhurst, NJ 07071 Phone: 201.460.1700 Fax: 201.372.0161

www.njsea.com

CONDITIONAL ZONING CERTIFICATE

January 30, 2020

File # 19-273, UNI/Regan Development at Little Ferry LLC - New Building & Variances
Block 107, Lot 2.01
INDUSTRIAL AVE
Borough of Little Ferry

OWNER	APPLICANT / CONTACT
Anthony Trobiano UNI Realty, LLC 67 Leuning Street South Hackensack, NJ 07607	Larry Regan Regan Dev. at Little Ferry LLC c/o Regan Dev. Corp 1055 Saw Mill River Road Ardsley, NY 10502

☒ **New Building**	☐ **Tanks**	☐ **Monopole**	☒ **Recycling Areas**	☐ **Interior Alteration related to Use Change**
☐ **Addition**	☒ **Fences**	☐ **Antenna**	☒ **Site Improvements**	☐ **Equipment**

This Office has recently completed its review of your zoning certificate application and related plans for the construction of a three-story, 100 percent affordable residential development of 85 units proposed as HMFA-sponsored senior housing with associated site improvements and the installation of one 9-square-foot canopy business sign on the subject premises, identified as Block 107, Lots 2.01 and 17, and Block 106.01, Lot 13.06.

Based on our review, we have determined that the application conditionally complies with the District's Low Density Residential Zoning Regulations, and we are therefore approving your Conditional Zoning Certificate with the condition(s) listed in Attachment A.

This letter shall serve as your Conditional Zoning Certificate, designated CZC-19-273, and shall be valid for a period of one year.

THIS IS NOT AN APPROVAL TO START CONSTRUCTION. Applications must be made to the Borough of Little Ferry for a building permit.

Please find enclosed a copy of the approved plan(s). A description of the approved plan(s) are listed in Attachment B.

The applicant is hereby advised of his responsibility to investigate and obtain all federal, state and local permits which may pertain to his proposal or project. The New Jersey Sports and Exposition Authority will not be held liable for any damage which may result from the applicant's failure to obtain the approvals from all respective agencies having jurisdiction. This Office must receive copies of all federal, state, and local permits which may pertain to the proposal before it will issue a Certificate of Completion. If this file is related to the construction of new buildings and additions, please find enclosed a partially completed Elevation Certificate which must be completed by a Professional Land Surveyor and returned to this Office together with a signed and sealed as-built plan before a Certificate of Completion is issued.

Any person who claims to be aggrieved by this decision may request an appeal pursuant to N.J.A.C. 19:4-4.19. A written request for such an appeal must be filed, by certified mail, with the Executive Director within fifteen (15) days of the date of this decision. The request for an appeal shall specify the grounds therefore. Upon grant of the request for an appeal, the Executive Director or his designee shall transmit the matter to the Office of Administrative Law for a hearing.

If there are any questions regarding this approval, please contact Ron Seelogy of this Office at (201) 460-4532.

If you should have any questions regarding the building permit process, please contact George Georgeou of this Office at (201) 460-4615.

RECOMMENDED BY:
Ron Seelogy, P.E., P.P.
Principal Engineer

APPROVED BY:
Sara J. Sundell, P.E., P.P.
Chief Engineer

cc: Richard Bolan, Little Ferry Construction Official
HMMC
Charles Sarlo, Esq.

New Jersey Sports and Exposition Authority

1 DeKorte Park Plaza Lyndhurst, NJ 07071 Phone: 201.460.1700 Fax: 201.372.0161

www.njsea.com

ATTACHMENT A

January 30, 2020

File # 19-273, UNI/Regan Development at Little Ferry LLC - New Building & Variances
Block 107, Lot 2.01
INDUSTRIAL AVE
Borough of Little Ferry

1. The applicant shall be required to improve the 25-foot-wide right-of-way between Mehrhof Road and Block 106.01, Lot 13.06 to provide access to the site from Mehrhof Road, in accordance with the Borough of Little Ferry construction standards. In addition, please be advised that authorization shall be required from the Bergen County Utilities Authority for any improvement of the portion of the existing roadway on the adjacent property, identified as Block 106.01, Lot 13.04, prior to the commencement of any site work.
2. The applicant shall sign and notarize the Declaration of Zoning Restriction merging the subject properties for zoning purposes and return two copies with original signatures, at which time the Declaration will be signed and notarized by the NJSEA. The applicant shall then be required to submit proof of recording of the fully-executed Declaration with the Bergen County Registrar's Office to the NJSEA prior to the issuance of a Certificate of Completion and/or Occupancy Certification by the NJSEA.
3. The applicant shall be required to obtain an approval for a fill/stockpile operation from the NJSEA for any fill material to be imported to the subject premises prior to the commencement of earthwork operations.

New Jersey Sports and Exposition Authority

1 DeKorte Park Plaza Lyndhurst, NJ 07071 Phone: 201.460.1700 Fax: 201.372.0161

www.njsea.com

ATTACHMENT B

January 30, 2020

File # 19-273, UNI/Regan Development at Little Ferry LLC - New Building & Variances
Block 107, Lot 2.01
INDUSTRIAL AVE
Borough of Little Ferry

Please find enclosed a copy of the approved plan(s) as follows:

1. "Cover Sheet," Drawing No. CS001, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
2. "Overall Site Plan," Drawing No. CS100, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
3. "Site Plan," Drawing No. CS101, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
4. "Truck Circulation Plan," Drawing No. CS201, prepared by Langan Engineering and Environmental Services, Inc., on August 19, 2019, last revised on November 1, 2019.
5. "Grading and Drainage Plan," Drawing No. CG101, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
6. "Utility Plan," Drawing No. CU101, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
7. "Lighting Plan," Drawing No. LL101, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
8. "Lighting Notes and Details," Drawing No. LL501, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
9. "Details I," Drawing No. CS501, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
10. "Details II," Drawing No. CS502, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
11. "Details III," Drawing No. CS503, prepared by Langan Engineering and Environmental Services, Inc., on June 7, 2019, last revised on November 1, 2019.
12. "Landscape Plan," Drawing No. LP-1, prepared by Burgis Associates, Inc., on June 5, 2019, last revised on November 21, 2019.
13. "Landscape Plan Details," Drawing No. LP-2, prepared by Burgis Associates, Inc., on June 5, 2019, last revised on October 28, 2019.
14. "Open Space Calculation Plan," Drawing No. OSP-1, prepared by Burgis Associates, Inc., on August 12, 2019, last revised on October 28, 2019.
15. "First Floor," Drawing No. A101 of 4, prepared by the Jose Carballo Architectural Group, P.C., on February 25, 2019, last revised on October 21, 2019.
16. "Second Floor & Porte Cochere Lighting Plan," Drawing No. A102 of 4, prepared by the Jose Carballo Architectural Group, P.C., on February 25, 2019, last revised on July 30, 2019.
17. "Elevations," Drawing No. A103 of 4, prepared by the Jose Carballo Architectural Group, P.C., on February 25, 2019, last revised on October 21, 2019.

We Bring the World to New Jersey

NOTICE TO APPLICANT & MUNICIPALITY

Date: 2.3.2020

NJSEA File # 19-273

The enclosed
- □ Zoning Certificate
- ☒ Conditional Zoning Certificate
- □ Revised Zoning Certificate
- □ Revised Conditional Zoning Certificate

IS NOT AN APPROVAL TO START CONSTRUCTION.

□ NO Construction Code Plan Review with the NJSEA is necessary.

☒ APPLICANT is required to file a Construction Code Plan Review Application with the NJSEA.* Application and Instructions for filing are being provided to Applicant with this Notice.

□ APPLICANT has filed a Construction Code Plan Review Application with the NJSEA.*

* A Plan Release and Approved Plans will be forwarded to the Municipality upon completion of construction code plan review.

LT. GOVERNOR SHEILA Y. OLIVER
CHAIR

CHARLES A. RICHMAN
EXECUTIVE DIRECTOR

April 20, 2020

Mr. Lawrence Regan
Regan Development Corporation
1055 Saw Mill River Road, Suite 204
Ardsley, NY 10502

Re: HMFA #03466
Little Ferry Senior Supportive Housing
Little Ferry, Bergen County
Conditional Mortgage Commitment

Dear Mr. Regan:

I am pleased to advise you that the members of the New Jersey Housing and Mortgage Finance Agency at the public meeting of April 2, 2020 approved a conditional mortgage commitment for an estimated amount of $5,470,791 in permanent only loan financing from the Agency's Revenue Bond Program, and approval of a conditional subsidy mortgage loan commitment for an estimated $1,700,000 in construction and permanent financing from the Special Needs Housing Trust Fund ("SNHTF") for the above-captioned project. (The "Board Item" attached).

Further, this conditional commitment is subject to the terms and conditions of the Agency's Multifamily Underwriting Guidelines and Financing Policy dated May 30, 2019 and the Agency's Special Needs Housing Trust Fund Program Guidelines and Financing Policy dated March 7, 2019 as may be amended are enclosed. These guidelines and policies address such issues as the payment of negative arbitrage, the owner's responsibility with regard to interest rate risk, the cost of bond issuance and the indemnification of the Agency. Finally, please note that receipt of this conditional mortgage loan commitment is predicated on the application, as approved, accurately reflecting the Project and its financial needs. This letter shall serve as notice to you, that you have an affirmative obligation to advise the Agency of any changes to any aspect of the Project, as well as your compliance with all Agency mortgage loan requirements.

In accordance with those guidelines, you are hereby requested to submit a commitment fee to the Agency in the amount of one percent of the anticipated mortgage amount **$50,000** in the form of a wire transfer acceptable to the Agency.

If this project is not in receipt of an allocation of competitive 9% Low Income Housing Tax Credits in the September 2020 round, this conditional commitment will become null and void. If this project is in receipt of an allocation, the

Executive Director may extend the conditional mortgage commitment for two additional consecutive 90-day periods. The conditional commitment expiration date is September 30, 2021. A commitment extension must be requested in writing to the attention of Tanya Hudson-Murray, Managing Director of Multifamily Programs. This request must include justification for the extension.

If the signed conditional mortgage commitment letter and commitment fee is not received by May 20, 2020 this conditional commitment will become null and void.

The borrower is responsible for satisfaction of the conditions set forth in the conditional commitment. In addition, the borrower is responsible for advising the Agency of any increases in project development costs not covered in the projected costs at the time of conditional commitment and any changes to sources of funds other than Agency financing. This conditional commitment letter summarizes the terms and conditions of the conditional mortgage loan commitment being offered by the Agency. The full terms and conditions are set forth in the attached Request For Action By Members of the New Jersey Housing and Mortgage Finance Agency, which was approved by a Resolution of the Members at its April 2, 2020 meeting. Your execution of this conditional commitment as adopted signifies acceptance of the conditional mortgage commitment as adopted by that Resolution.

If you have any questions regarding the above, please do not hesitate to contact Laura Swartz of my staff at (609) 278-7662.

Sincerely,

Charles A. Richman
Executive Director

Enclosures

Terms and Conditions Accepted by:

Sponsor's Signature

4/22/20
Date

CAR/ima

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter the "**Agreement**" or the "**Financial Agreement**"), made this 30th day of June, 2021, by and between **LITTLE FERRY SENIOR, L.P.** (the "**Entity**"), with an address at 1055 Saw Mill River Road #204, Ardsley, New York 10502 and **THE BOROUGH OF LITTLE FERRY**, a body corporate and politic of the State of New Jersey (the "**Borough**"), with an address at 215-217 Liberty Street, Little Ferry, New Jersey 07643 (each, a "**Party**", collectively, the "**Parties**").

W I T N E S S E T H:

WHEREAS, the Entity is the contract-purchaser of certain property designated as Block 107, Lots 2.01 and 17 and Block 106.01, Lot 13.06 on the Official Tax Maps of the Borough and more commonly known by the street addresses of _____ Maiden Lane and _____ Mehrhof Road (collectively, the "**Property**") and has signed a Purchase and Sale Agreement for the Property; and

WHEREAS, the Entity is seeking financing from the New Jersey Housing and Mortgage Finance Agency (the "**HMFA**") to construct on the Property a special needs housing project consisting of approximately eighty-five (85) residential units in a single building, 20 of which will be for people with special needs (5 senior special needs and 15 non-senior special needs) with the remainder of the units age-restricted and including approximately 2,500 square feet for a senior center/community room (the "**Project**"); and

WHEREAS, the Entity is seeking a tax exemption for the Project on the Property pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended and supplemented, *N.J.S.A.* 55:14K-1 *et seq*. (the "**HMFA Law**"); and

WHEREAS, the Borough has determined that it is in the public interest to approve the Project and to grant a tax exemption, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged by the Parties, it is mutually covenanted and agreed as follows:

ARTICLE I
GENERAL PROVISIONS

1.01 Governing Law. This Financial Agreement shall be governed by the provisions of (a) the HMFA Law, (b) the Resolution pursuant to which the Municipal Council approved the Application, and (c) all other relevant Federal, State or Borough statutes, ordinances, resolutions, rules and/or regulations. It is expressly understood and agreed that the Borough expressly relies upon the facts, data, and representations contained within the Entity's Application (which is attached hereto as Exhibit A) in granting this tax exemption.

1.02 General Definitions. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall have the following meanings:

Administrator - The Business Administrator of the Borough.

Agency Mortgage – The mortgage on the Property in favor of the HMFA.

Annual Gross Revenue – shall have the meaning set forth within *N.J.S.A.* 55:14K-37 and as further defined in Section 4.03.

Annual Service Charge - The amount the Entity has agreed to pay the Borough pursuant to Article IV hereof for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, which amount shall be pro-rated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Annual Service Charge Start Date – The Annual Service Charge Start Date shall be the date of Substantial Completion of the Project by the Entity.

Applicant's Fiscal Impact Analysis - Attached hereto as Exhibit A.

Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include, among other things, a certification of Annual Gross Revenue for the Project and the Annual Service Charge due to the Borough for each year that this Agreement is in effect. The contents of the Auditor's Report shall be prepared in conformity with generally accepted accounting principles and shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

Certificate of Occupancy – A document, whether temporary or permanent, issued by the Borough authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A.* 52:27D-133.

Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

Effective Date – The date upon which the last Party executes this Agreement.

Entity – As defined in the recitals.

HMFA – As defined in the recitals.

HMFA Law – As defined in the recitals.

Improvements – Any building, structure or fixture permanently affixed to the Land.

In Rem Tax Foreclosure – A summary proceeding by which the Borough may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by *N.J.S.A.* 54:5-1 to 54:5-129 *et seq*.

Land – The land, but not the Improvements, comprising the real property commonly known as ____ Maiden Lane and ____ Mehrhof Road, Little Ferry, New Jersey and identified on the Official Tax Maps of the Borough as Block 107, Lots 2.01 and 17 and Block 106.01, Lot 13.06, and more particularly described by the metes and bounds description set forth within Schedule A of this Agreement.

Law – Law shall refer to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended and supplemented, the HMFA Law, the Ordinance pursuant to which the Municipal Council approved the Application, and all other relevant Federal, State or Borough statutes, ordinances, resolutions, rules and/or regulations.

Material Conditions – As defined in Section 4.06 hereof.

Municipal Council – The Municipal Council of the Borough of Little Ferry.

Ordinance – The ordinance adopted by the Municipal Council approving the tax exemption for the Property and authorizing the execution of this Financial Agreement.

Party – As defined in the recitals.

Project – The construction on the Land of an approximately 85 unit residential building for seniors, 20 of which are for special needs plus approximately 2,500 square feet for a senior center or community room.

Pronouns – He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

Property – As defined in the recitals.

State – The State of New Jersey.

Substantial Completion - The determination by the Borough that the Project has been substantially completed, which ordinarily shall mean the date on which such Project receives, or is eligible to receive, a Certificate of Occupancy; provided, however, that in the event that a Certificate of Occupancy is not required to be issued for the Project, then the date on which the Borough issues a Certificate of Completion in response to written notification from the Entity, in a form sufficient to the Administrator, that the Project has been completed.

Tax Sale Law – *N.J.S.A.* 54:5-1 *et seq*.

Termination – Any action or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

1.03 Exhibits Incorporated. The Application (including all exhibits to the Application) is attached to this Financial Agreement as Exhibit A and is incorporated herein and made part hereof.

ARTICLE II
APPROVALS

2.01 Borough Approval of Tax Exemption. Pursuant to the Ordinance, the Land and Improvements comprising the Project shall be exempt from taxation as provided for herein and under the HMFA Law. Such tax exemption shall constitute a single continuing exemption from local property taxation for the term of this Agreement. The Project shall be as described in the Application and the Entity hereby expressly covenants, warrants and represents that the Property, including the Land and Improvements related thereto, shall be used, managed and operated for the purposes set forth in the Application and in accordance with the Law.

ARTICLE III
DURATION OF AGREEMENT

3.01 Term. It is expressly understood and agreed by the Parties that this Financial Agreement shall become effective on the Effective Date and shall remain in effect until the earlier of: (i) thirty-five (35) years from the Effective Date, (ii) thirty (30) years from the Annual Service Charge Start Date, (iii) the Entity's voluntary termination of this Agreement, or (iv) the occurrence of a Default as set forth within Article XII of this Agreement; provided, however, that the exemption from taxation and the Entity's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full. Upon the expiration of the tax exemption provided for herein, all restrictions and limitations of this Financial Agreement imposed upon the Entity and the Property shall terminate upon the end of the fiscal year of the Entity, and the Property shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Borough; provided, however, that any and all related remedies available to the Borough shall survive the termination of this Agreement.

ARTICLE IV
ANNUAL SERVICE CHARGE

4.01 Commencement of Annual Service Charge. In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge on the Annual Service Charge Start Date. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable State law and then being assessed by the Borough against other delinquent taxpayers in the case of unpaid taxes until paid.

4.02 Commencement of Payment of Annual Service Charge. The Annual Service Charge shall commence on the first day of the month following the Annual Service Charge Start Date. The Annual Service Charge will be prorated in the year in which the Annual Service Charge Start Date begins and terminates. The Annual Service Charge shall continue for the full term of this

Agreement in accordance with the terms contained herein. Prior to the Annual Service Charge Start Date, the annual amount of taxes due from the Entity to the Borough for the Property shall not exceed the amount of taxes on the Property for the year preceding the recording of Agency Mortgage on the Property.

4.03 Annual Gross Revenue. (a) Annual Gross Revenue shall be calculated as the total annual gross rental and other income of the Entity from the Project including but not limited to all rental income, commercial income, parking income, laundry machine income and any governmental rental or operating subsidy less common utilities.

4.04 Calculation of Annual Service Charges. The Annual Service Charge shall be calculated in accordance with the following formula:

(a) For years 1 through and including year 30, the Annual Service Charge shall be equal to six and twenty-eight hundredths percent (6.28%) of the Annual Gross Revenue for the Project.

4.05 Payment of Annual Service Charges in Quarterly Installments. Subject to the provisions of Section 4.02, payments of Annual Service Charges shall be made to the Borough on a quarterly basis when real estate taxes are due after the Annual Service Charge Start Date, subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the rate of interest permitted under applicable New Jersey law then being assessed by the Borough against other delinquent taxpayers in the case of unpaid taxes until paid.

4.06 Material Conditions and Severability. It is expressly agreed and understood that all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon and water and sewer charges, are material conditions of this Agreement (the "**Material Conditions**"). If any other term, covenant or condition of this Financial Agreement or the Application, as to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by law.

4.07 Payments. Neither the Entity nor the Borough may alter the amounts or dates as established in this Article IV, other than as set forth herein.

4.08 Annual Service Charge as Municipal Lien. The Annual Service Charge and other related municipal charges shall be a continuous, municipal lien on the Property and any subsequent Annual Service Charge, including any interest, penalties or costs of collection thereof, shall be added and shall relate back to and part of the initial municipal lien. The Entity hereby acknowledges, understands and agrees that the Annual Service Charge shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes, including specifically and without limitation, the Federal bankruptcy code, regardless of whether the amount of the Annual Service Charge has been determined.

4.09 Annual Service Charge Calculation in Application is Non-Binding Estimate. The amount of the payment in lieu of taxes to be paid by the Entity to the Borough has been estimated within the Application. It is expressly understood and agreed, however, that this calculation is an estimate and that the Entity's Annual Service Charge obligation shall be determined in accordance to the provisions of Article IV.

ARTICLE V
ADDITIONAL PROJECT COVENANTS

5.01 Improvements to be Constructed. The Entity shall commence the Project in accordance with the schedule set forth within the Application and shall complete the Project within twenty-four (24) months of the Annual Service Charge Start Date. The Entity may apply to the Administrator for extensions to these deadlines so long as it files such extension request in writing and shows good cause for the extension; provided, however, that the Director may only provide a maximum of two six month extensions to this deadline and provided further that the Director shall have sole discretion as to whether to grant or deny any extension request sought hereunder.

5.02 Construction Schedule. The Entity agrees to diligently undertake to commence construction and complete the Project.

5.03 Ownership, Management and Control. The Entity represents that it is the contract purchaser of the Property upon which the Project is to be constructed. Entity shall acquire the Property prior to the Annual Service Charge Start Date.

5.04 Project Financing. The Entity represents that the Improvements shall be financed in accordance with the financing commitments attached to the Application.

5.05 Community Initiatives.

(a) Equal Employment Opportunity.

The Entity agrees that during construction of the Project:

(i) The Entity will not discriminate against any employee of the Entity or applicant for employment because of race, color, religion, sex, or national origin. The Entity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Entity agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Borough that are consistent therewith.

(ii) The Entity will, in all solicitations or advertisements for employees placed by or on behalf of the Entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(iii) The Entity shall use good faith and commercially reasonable efforts to include qualified and certified Minority Business Enterprises, Women's Business Enterprises, and Small Business Enterprises as subcontractors and suppliers to the Project wherever possible.

(iv) The obligations contained in this Section shall be binding on all contractors and subcontractors to the extent that any work on the Project is done by any contractor or subcontractor, and any contract entered into by the Entity shall so provide.

(b) Affirmative Action.

The Entity during the construction of the Project covenants that it will comply with and shall provide in its contracts with its contractors and subcontractors, the following:

(i) The Entity shall use good faith and commercially reasonable efforts to undertake a program of local preference to facilitate entering into contracts with and/or purchasing good and services from local merchants and businesses located within the Borough, including preferences for local retail and restaurant businesses;

(ii) Where applicable, the Entity shall at all times conform to the laws, regulations, policies of the State, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the Project, notwithstanding any other provision of this Agreement to the contrary.

(iii) The Entity shall use good faith and commercially reasonable efforts to undertake a program of preference to facilitate entering into contracts with and/or purchasing goods and services from Minority Business Enterprises, Women's Businesses Enterprises, and Small Business Enterprises.

(c) Reporting and Enforcement.

(i) The Entity shall submit monthly reports regarding compliance with this Section as the Borough may reasonably require.

(ii) Reports submitted by the Entity shall include names, addresses, ethnic origin of those who apply and are interviewed for employment including those denied employment. Reports should also include businesses hired, recruitment efforts including advertisements and letters to community groups advising them of employment and business opportunities.

(iii) The Entity covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Section.

(iv) The penalties for non-compliance with this Section shall be as set forth in the Code of the Borough.

5.06 Project Labor Agreement. All tax abatement/exemption projects shall require the execution of a Project Labor Agreement unless the Administrator determines, taking into consideration the amount of City financial resources required and the increased cost and feasibility challenges that would result to the Project, the nature, phasing, size and complexity of the project, including the height of the buildings, the presence or absence of elevators and the utilization or non-utilization of steel, that a Project Labor Agreement is not appropriate. In all cases, the Project Labor Agreement must advance the interests of the Borough of Little Ferry, including labor cost savings, efficiency, quality, safety, timeliness, skilled labor force, labor stability, predictability of work flow, safety, and consistent with and following the State of New Jersey's own policy to advance minority- and women-owned businesses as provided under State law, regulations, and Executive Orders.

5.07 Survival and Specific Performance. In addition to any other remedy provided under this Financial Agreement and under law, the Parties hereby agree that the provisions of Sections 5.05 and 5.06 of this Agreement may be enforced by the Borough though specific performance.

ARTICLE VI
CERTIFICATE OF OCCUPANCY/CERTIFICATE OF COMPLETION

6.01 Certificate of Occupancy; Certificate of Completion. It is understood and agreed by the parties that to the extent that a Certificate of Occupancy is required to be issued upon Substantial Completion of the Project, it shall be the obligation of the Entity to make all good faith efforts to obtain the Certificates of Occupancy for the Property and the Improvements related thereto in a timely manner. In the event that a Certificate of Occupancy is not required to be issued for the Project, then upon Substantial Completion of the Project it shall be the obligation of the Entity to file an application with the Administrator for the issuance of a Certificate of Completion for the Project in a form acceptable to the Administrator.

6.02 Filing of Certificate of Occupancy or Certificate of Completion. It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of the Certificate of Occupancy or Certificate of Completion issued for the Project. Failure of the Entity to file such issued Certificate of Occupancy or Certificate of Completion as required by the preceding paragraph shall not militate against any action or non-action, taken by the Borough, including, if appropriate, retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

ARTICLE VII
REPORTS AND AUDITS

7.01 Accounting System. The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

7.02 Annual Audit. Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Agreement shall continue in effect, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the Borough Clerk, who shall advise those municipal officials required to be advised, a certified Auditor's Report of the operation of the Project (the "**Audit**") setting forth the Annual Gross Revenue of the Project. The Entity shall assume all costs associated with the preparation and submission of the Audit.

7.03 Annual Employment Report. Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Agreement shall continue in effect, the Entity shall submit to the Administrator an employment report for the preceding fiscal or calendar year complying with the requirements of Section 5.05 of this Financial Agreement. The Entity must indicate the number and type of post-construction jobs which are directly related to the Project, shall indicate whether the employees are or are not Little Ferry residents and shall indicate whether the employees are or are not minorities or women. The Entity assumes all costs associated with preparation of the employment report.

7.04 Disclosure Statement. On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest from the prior year's filing, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the Borough Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each, and such additional information as the Borough may reasonably request from time to time.

ARTICLE VIII
SALE AND/OR ASSIGNMENT PROVISIONS

8.01 Borough Approval of Assignment/Transfer. It is understood and agreed that the Borough, on written application by the Entity, may consent to a sale of the Project and the transfer of this Agreement provided: (1) the transferee entity qualifies under the HMFA Law and is obligated under the Agency Mortgage; (2) the Entity is not then in Default of this Agreement or the Law; (3) the Entity's obligations under this Agreement are fully assumed by the transferee entity; and (4) the transferee entity agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of a tax abatement application, and any other terms and conditions of the Borough in regard to the Project. All costs of the Borough for the review and/or approval of any transfer, and the preparation of any documents approving same shall be borne entirely by the Entity. The exemption set forth within this Agreement shall only remain in effect, however, for so long as the Entity or any assignee qualifies under the HMFA Law or any other state law applicable at the time of this Agreement and is obligated under the Agency Mortgage.

The Parties hereto acknowledge that the Entity shall transfer a portion of its partnership interest to one or more tax credit investors (each an "Investor") in connection with the financing of the Project. The Borough affirms that its consent is not required for such transfer; however the Entity shall provide written notice of such transfer to the Borough at least thirty (30) days in advance of such transfer.

8.02 Prohibition Against Severing of Improvements From Land. Intentionally Omitted.

8.03 Subordination of Fee Title. It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charges and to the rights of the Borough hereunder, to encumber and/or assign the fee title to the Land and/or Improvements for the sole purpose of obtaining financing for use in the Project, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

ARTICLE IX
WAIVER

9.01 No Waiver. Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Borough or the Entity of any rights and remedies provided by the law except for the express waiver herein of certain rights of acceleration and certain rights to terminate the Financial Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Borough or the Entity has under law, in equity, or under any provision of this Financial Agreement.

ARTICLE X
NOTICE

10.01 Notice. Any notice required hereunder to be sent by any party to another party shall be sent to all other Parties hereto simultaneously by certified or registered mail, return receipt requested, or by commercial overnight courier, as follows:

When sent to the Entity it shall be addressed as follows:

Little Ferry Senior, L.P.
c/o Regan Development Corp.
1055 Saw Mill River Road #204
Ardsley, New York 10502

With copies sent to:

Aronsohn, Wiener, Salerno & Kaufman, P.C.
Court Plaza South, East Wing
21 Main Street – Suite 100
Hackensack, New Jersey 07601
Attn: Gerald R. Salerno, Esq.

The Entity has an affirmative duty to provide the Borough with the new information in the event that the address for the Entity changes. The Entity must provide the Borough with the name and address of the registered agent or party authorized to accept service of process on their behalf.

When sent to the Borough, it shall be addressed to the following:

Borough of Little Ferry
215-217 Liberty Street
Little Ferry, New Jersey 07643
Attn: Business Administrator

With copies sent to:

Borough of Little Ferry
215-217 Liberty Street
Little Ferry, New Jersey 07643
Attn: Mayor

and

Cullen and Dykman LLP
433 Hackensack Avenue
Hackensack, New Jersey 07601
Attn: Anthony S. Bocchi, Esq.

unless prior to the giving of notice the Borough shall have notified the Entity otherwise. The notice to the Borough shall identify the subject with the tax lot and block numbers and tax account numbers of the tax parcels comprising the Property.

10.02 Notice to HMFA. All notices or communications sent by the Parties hereunder shall also be provided by the party sending the notice or communication to the HMFA at the following address:

New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085.

ARTICLE XI
INDEMNIFICATION

11.01 Indemnification. It is understood and agreed that in the event the Borough shall be named as party in any action brought against the Borough or Entity by allegation of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of the Law or any other applicable law, or in any way related to the Project, the Entity shall indemnify and hold the

Borough harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement, the provisions of the Law, and/or any other applicable law, or in any way related to the Project, except for any misconduct by the Borough or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense. However, the Borough maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the expense thereof to be borne by the Entity.

ARTICLE XII
DEFAULT

12.01 Default. Default shall be any failure of the Entity to conform to the terms of this Agreement and/or any failure of the Entity to perform any obligation imposed upon the Entity by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period.

12.02 Cure Upon Default. Should the Entity be in Default of any obligation under this Agreement, the Borough shall notify the Entity, any Investor for which the Borough has received prior written notice of the name and address of the Investor and any mortgagee of the Entity ("**Mortgagee**"), including the HMFA, in writing of said Default ("**Default Notice**"). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the Entity, Investor and Mortgagee shall have sixty (60) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge) from the date of its receipt of the Default Notice; provided, however, that if such Default is not reasonably able to be cured within such sixty (60) day period and the Entity, Investor or Mortgagee is diligently pursuing a cure, such cure period shall extend as long as the Entity, Investor or Mortgagee continues diligently to pursue such cure, but in any event, not more than one hundred twenty (120) days from the date of Entity's, Investor's and Mortgagee's receipt of the Default Notice. In the event of any uncured Default, the Borough shall have the right to proceed against the Property pursuant to applicable provisions of the law. Upon any Default in payment of any installment of the Annual Service Charge or of the Material Conditions, the Borough shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law.

12.03 Remedies. The Borough shall have all of the rights and remedies of tax enforcement granted to municipalities by law just as if said payments constituted regular tax obligations on real property within the Borough. In the event of any dispute between the parties, other than a dispute arising from the failure of the Entity to timely pay any portion of the Annual Service Charge or the Material Conditions, the parties shall apply to the Superior Court of New Jersey in Bergen County in an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purpose of the HMFA Law, including the termination of the exemption. In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV above or the Material Conditions, the Borough in addition to its other remedies, reserves the right to proceed against the Entity's land and premises, in the manner provided by law, including the Tax Sale Law, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal

liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the Borough to proceed in the above-mentioned manner.

12.04 Remedies Upon Default Cumulative; No Waiver. Subject to the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the Borough, and all rights and remedies granted to them by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Borough of any of their remedies or actions against the Entity because of Entity's failure to pay the Annual Service Charge and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Annual Service Charges or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with In Rem Tax Foreclosure proceedings consistent with the terms and provisions of this Agreement.

12.05 Termination Upon Default of the Entity. In the event the Entity, Investor or Mortgagee fails to cure or remedy the Default, including without limitation a Default as described in Section 12.01, within the time period provided in Section 12.02, the Borough may terminate this Agreement upon thirty (30) days written notice to the Entity, Investor and Mortgagee ("**Notice of Termination**").

12.06 Final Accounting. Within ninety (90) days after the date of Termination, the Entity shall provide a final Audit to the Borough and shall pay the Borough ay amounts due thereunder.

12.07 Conventional Taxes. Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough.

ARTICLE XIII
MISCELLANEOUS

13.01 Inspection. The Entity shall, upon request, permit inspection by representatives duly authorized by the Borough of: (i) property, equipment, buildings and other facilities of the Project; and/or (ii) books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity.

13.02 Conflict. The Parties agree that in the event of a conflict between the Resolution, Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

13.03 Conflict of Interest. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement or the Project nor participate in any decision relating to this Agreement or the Project which is prohibited by law.

13.04 Non-Liability of Officials and Employees of the Borough. No member, official, employee agent or consultant of the Borough shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the Borough, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Agreement.

13.05 Oral Representations. There have been no oral representations made by either of the Parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Resolution of the Borough authorizing this Agreement, and the Application constitute the entire agreement between the Parties regarding the long term tax exemption for the Property and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

13.06 Entity's Consent. The Entity hereby acknowledges, consents and agrees (a) to the amount of the Annual Service Charge and to the liens established in this Financial Agreement, (b) that it shall not contest the validity or amount of any such lien, and (c) that its remedies shall be limited to those specifically set forth herein and otherwise provided by law.

13.07 Entire Document. All conditions in the Resolution of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

13.08 Construction. This Financial Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have had the opportunity to review and approve the Financial Agreement.

13.09 Recording. This entire Agreement and the Resolution, together with the Declaration of Restriction **[check]** on Transfer of the Property described herein, will be filed and recorded with the Bergen County Clerk by the Entity at the Entity's expense and the Entity shall provide proof thereof to the Borough within fifteen (15) days of such filing.

13.10 Municipal Services. The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on parity with or superior to the lien for the Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

13.11 Delivery to Tax Assessor. Upon the Effective Date, the Clerk of the Borough shall deliver to the Tax Assessor a certified copy of the Resolution along with an executed copy of this Financial Agreement. Upon such delivery, the Tax Assessor shall implement the tax exemption granted and provided herein and shall continue to enforce the tax exemption, without further certification by the Borough Clerk, until the expiration of the tax exemption in accordance with the terms hereof.

13.12 Waste and Refuse Disposal. The Entity shall comply with the Borough's recycling ordinance. The Entity shall be responsible to cause all solid waste, refuse or recyclable materials generated by the Project and tenants to be collected and disposed of at the sole expense of the Entity. Such collection and disposal shall be performed by a collector, hauler or scavenger licensed for such activities by the State of New Jersey. The Director of the Department of Public Works may establish regulations for the collection, storage, disposal and recycling of solid waste, refuse and recyclable materials, with which the Entity agrees to comply. The Entity shall post a sign to identify the company or companies responsible for collection of solid waste, refuse and recyclable materials from the Project. For each such company, the sign shall clearly indicate the name, address and telephone number, the types of materials the company is responsible to collect as well as the days and times at which such collection will occur. Such sign shall be prominently displayed by affixing it to the inside of a window, near the principal entrance of the Project so as to be easily visible from outside the structure. If this is not possible, such sign shall be prominently displayed inside the building in a public corridor near the principal entrance.

13.13 Execution of Counterparts. This Agreement may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

13.14 Amendments. This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto and subject to Municipal Council approval.

13.15 Waivers and Amendments in Writing. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Borough and the Entity and all amendments hereto must be in writing and signed by the appropriate authorities of the Borough and the Entity.

13.16 No Consideration For Financial Agreement. The Entity warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the Borough, any money or other consideration for or in connection with this Agreement.

13.17 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

13.18 Titles of Articles and Sections. The titles of the several Articles and Sections of this Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

13.19 Severability. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the

application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

13.20 Drafting Ambiguities; Interpretation. In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same.

13.21 Recitals and Exhibits. The Recitals and Exhibits hereto are hereby incorporated by reference into this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the day and year first above written.

LITTLE FERRY SENIOR, L.P.
By its general Partner
Little Ferry Senior GP, LLC

By:_____
Lawrence Regan,
Managing Member

STATE OF NEW YORK_____)
)
COUNTY OF Westchester)
The foregoing instrument was acknowledged before me this 23rd day of July, 2021 by LAWRENCE REGAN, a Managing member of Little Ferry Senior GP, LLC, the general partner of Little Ferry Senior, L.P..

FERN SPINAZZOLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SP4644943
Qualified in Westchester County
Commission Expires January 15, 20 22

_____
Notary Public
Commission Expiration:_____

BOROUGH OF LITTLE FERRY

By:_____
Mayor: Mauro Raguseo

ATTEST:

_____
Borough Clerk

APPROVED AS TO FORM AND LEGALITY

_____
Borough Attorney

EXHIBIT A
Applicant's Fiscal Impact Analysis

EXHIBIT "A"
Little Ferry Senior Supportive Housing
Borough of Little Ferry
PILOT Calculation

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15
PILOT Calculation															
Gross Rents	$ 1,032,192	$ 1,052,836	$ 1,073,893	$ 1,095,370	$ 1,117,278	$ 1,139,623	$ 1,162,416	$ 1,185,664	$ 1,209,377	$ 1,233,565	$ 1,258,236	$ 1,283,401	$ 1,309,069	$ 1,335,250	$ 1,361,955
Less Vacancy	$ (72,253)	$ (73,698)	$ (75,172)	$ (76,676)	$ (78,209)	$ (79,774)	$ (81,369)	$ (82,996)	$ (84,656)	$ (86,350)	$ (88,077)	$ (89,838)	$ (91,635)	$ (93,468)	$ (95,337)
Less Utilities	$ (76,800)	$ (79,104)	$ (81,477)	$ (83,921)	$ (86,439)	$ (89,032)	$ (91,703)	$ (94,454)	$ (97,288)	$ (100,207)	$ (103,213)	$ (106,309)	$ (109,498)	$ (112,783)	$ (116,167)
Gross Sheltered Rents	$ 883,139	$ 900,033	$ 917,243	$ 934,773	$ 952,629	$ 970,817	$ 989,344	$ 1,008,213	$ 1,027,433	$ 1,047,009	$ 1,066,947	$ 1,087,254	$ 1,107,936	$ 1,128,999	$ 1,150,452
PILOT rate	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%
Annual PILOT	$ 55,461	$ 56,522	$ 57,603	$ 58,704	$ 59,825	$ 60,967	$ 62,131	$ 63,316	$ 64,523	$ 65,752	$ 67,004	$ 68,280	$ 69,578	$ 70,901	$ 72,248

	YEAR 16	YEAR 17	YEAR 18	YEAR 19	YEAR 20	YEAR 21	YEAR 22	YEAR 23	YEAR 24	YEAR 25	YEAR 26	YEAR 27	YEAR 28	YEAR 29	YEAR 30
PILOT Calculation															
Gross Rents	$ 1,389,195	$ 1,416,978	$ 1,445,318	$ 1,474,224	$ 1,503,709	$ 1,533,783	$ 1,564,459	$ 1,595,748	$ 1,627,663	$ 1,660,216	$ 1,693,420	$ 1,727,289	$ 1,761,835	$ 1,797,071	$ 1,833,013
Less Vacancy	$ (97,244)	$ (99,188)	$ (101,172)	$ (103,196)	$ (105,260)	$ (107,365)	$ (109,512)	$ (111,702)	$ (113,936)	$ (116,215)	$ (118,539)	$ (120,910)	$ (123,328)	$ (125,795)	$ (128,311)
Less Utilities	$ (119,652)	$ (123,241)	$ (126,939)	$ (130,747)	$ (134,669)	$ (138,709)	$ (142,871)	$ (147,157)	$ (151,571)	$ (156,119)	$ (160,802)	$ (165,626)	$ (170,595)	$ (175,713)	$ (180,984)
Gross Sheltered Rents	$ 1,172,299	$ 1,194,548	$ 1,217,207	$ 1,240,282	$ 1,263,780	$ 1,287,709	$ 1,312,076	$ 1,336,889	$ 1,362,155	$ 1,387,882	$ 1,414,079	$ 1,440,752	$ 1,467,911	$ 1,495,563	$ 1,523,718
PILOT rate	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%	6.28%
Annual PILOT	$ 73,620	$ 75,018	$ 76,441	$ 77,890	$ 79,365	$ 80,868	$ 82,398	$ 83,957	$ 85,543	$ 87,159	$ 88,804	$ 90,479	$ 92,185	$ 93,921	$ 95,689

SCHEDULE A

Metes and Bounds Description of the Property

LEGAL DESCRIPTION

All that certain Lot, tract or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Little Ferry, County of Bergen, State of New Jersey, being more particularly described as follows:

AS To Block 106.01 Lot 13.06

Beginning at a point in the prolongation southerly of the westerly side of Malden Lane located 180.68 feet southerly from the intersection of the westerly side of Malden Lane with the division line of lands formerly of Anna M. Dietrichs and lands formerly of Mehrhof Brick Co., and from said point of beginning running; thence
1. South 20 degrees 22 minutes 30 seconds East along the southerly prolongation of said westerly side of Maiden lane 261.12 feet to the northerly side of 25.00 foot right of way of the Texas Company; thence
2. North 76 degrees 27 minutes 15 seconds East, along the northerly side of said right of way 68.28 feet to an iron set at a bend in dais right of way; thence
3. North 88 degrees 46 minutes 30 seconds East and still along the northerly side of said right of way 56.68 feet to the westerly line of lands of the Texas Company; thence
4. North 02 degrees 48 minutes 45 seconds East and along the same 312.10 feet to line of lands now or formerly of Borough of Little Ferry, said point marking the northwest corner of lands conveyed by the Mehrhof Brick Company to the Texas Company; thence
5. South 86 degrees 23 minutes 30 seconds West along line of lands formerly of the Borough of Little Ferry 102.87 feet to an old pipe in the easterly line of lands formerly of Anna M. Dietrichs; thence
6. South 05 degrees 32 minutes 30 seconds West along line of lands of Anna Dietrichs 96.70 feet to a point; thence
7. North 43 degrees 17 minutes 10 seconds West and still along the same 69.32 feet to a point; thence
8. South 69 degrees 37 minutes 30 seconds West 75.09 feet to the point or place of BEGINNING.

Together with a perpetual right of way over a strip of land 25.00 feet wide for the purpose of laying, maintaining and removing water and/or sewer pipe lines, for stringing, maintaining and removing telephone and lighting wires, for erection, maintaining and removing poles in connection threrwith and of ingress and egress to and from the lands hereby conveyed or any part thereof, which right of way is to be used in common with the Mehrhof Bricek Company, its successors or assigns: and the respective parties hereto, their successors and assigns, employees, servants and any and all persons under the consent or by and with the approval of either or both of the respective parties heretro, shall have the right at all times and foe all purposes with or without vehicles to use said right of way for the purpose of ingress and egress to and from the lands bounding thereon, which the right of way is more particularly bound and described as follows:

Beginning at the terminus of the third course of the description above set forth and running; thence

1. South 88 degrees 46 minutes 30 seconds West, 56.68 feet to a point: thence
2. South 76 degrees 27 minutes 15 seconds West 309.45 feet to a point in the easterly line of Mehrhof Road, which last mentioned point is distant 354.00 feet southeasterly as measured along the easterly line of Mehrhof Road on a course of South 22 degrees 35 minutes 45 seconds East from a point therein where the same should be intersected by the prolongation westerly in a straight line of the first course in the preceding description; thence
3. South 22 degrees 35 minutes 45 seconds East and along the easterly line of Mehrhof Road 25.31 feet to a point; thence
4. North 76 degrees 27 minutes 15 seconds East and parallel with the second course herein described 302.77 feet to a point; thence
5. North 88 degree 46 minutes 30 seconds East and parallel with the first course herein described 52.22 feet to a point in the westerly line of lands described in the preceding description; thence
6. North 02 degrees 48 minutes 45 seconds East, along the westerly line of lands set forth in he preceding description and hereby conveyed 25.06 feet to the point or place of BEGINNING.

AS To Block 107 Lots 2.01 and 17

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Beginning at a point in the southerly line of Dietrichs Street (50 Feet wide), said point being 143.311 feet easterly from the corner formed by the intersection of said southerly line of Dietrichs Street with the easterly line of Maiden Lane (50 feet wide) and from said point of Beginning running; thence

1. North 67 degrees 03 minutes 08 seconds East, along the southerly line of Dietrichs Street, a distance of 175.65 feet to a point; thence
2. South 29 degrees 56 minutes 52 seconds East, a distance of 351.54 feet to a point; thence
3. Southeastwardly, on a curve to the left having a radius of 100.00 feet and a central angle of 37 degrees 00 minutes 00 seconds , an arc distance of 64.577 feet to a point; thence
4. South 66 degrees 56 minutes 52 seconds East, a distance of 443.937 feet to a point on the westerly bank on the Hackensack River; thence
5. South 14 degrees 22 minutes 36 seconds East, along the westerly bank of the Hackensack River, a distance of 64.10 feet to a point; thence
6. South 11 degrees 27 minutes 44 seconds West, still along the said westerly bank of the Hackensack River, a distance of 66.43 feet to a point; thence
7. South 03 degrees 17 minutes 43 seconds East, still along the westerly bank of the Hackensack River, a distance of 170.48 feet to a point; thence
8. South 21 degrees 53 minutes 15 seconds West, still along the westerly bank of the Hackensack River, a distance of 27.69 feet to a point; thence
9. South 83 degrees 07 minutes 53 seconds West, a distance of 482.152 feet to a point; thence
10. North 22 degrees 36 minutes 52 seconds West, a distance of 263.59 feet to a point; thence
11. North 16 degrees 36 minutes 52 seconds West, a distance of 170.17 feet to a point; thence
12. South 67 degrees 03 minutes 08 seconds West, a distance of 114.53 feet to a point in the easterly line of Maiden lane (50 feet wide) : thence
13. North 22 degrees 56 minutes 52 seconds West, along the easterly line of Maiden Lane, a distance of 50.00 feet to a point; thence
14. North 67 degrees 03 minutes 08 seconds East, a distance of 120.08 feet to a point; thence
15. North 16 degrees 36 minutes 52 seconds West, a distance of 16.43 feet to a point; thence
16. North 02 degrees 14 minutes 08 seconds East, a distance of 74.50 feet to a point; thence
17. North 24 degrees 26 minutes 52 seconds West, a distance of 316.37 feet to the point and place of BEGINNING.

FOR INFORMATION ONLY:

Commonly known as: Mehrhof RD HM, Little Ferry, NJ
Block 106.01 Lot(s) 13.06
Industrial Ave HM, Little Ferry, NJ
Block 107 Lot 2.01
Maiden Lane, Little Ferry, NJ
Block 107 Lot 17

End Schedule A Description

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RECORD& RETURN TO:
Johanna Peña, Administrative Assistant III
NJ Housing and Mortgage Finance Agency
637 S. Clinton Avenue
Trenton, NJ 08611

LIHTC#2018

Prepared By: _____
Johanna Peña

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

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of December 21, 2021 shall run with the land and is granted by **Little Ferry Senior, L.P.**, and its successors and assigns (the "Project Owner") whose principal address is **1055 Saw Mill River Road, Suite 204, Ardsley, NY 10502,** to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the **Reservation Letter** for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed **$1,488,565** to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

(1) The **one** building(s), which consist of a total of **84** residential rental units, of which **84** are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as **Little Ferry Senior Supportive Housing** (the "Project"). The Project is located at **250 Mehrhof Rd., Little Ferry, NJ**, Municipal Tax Map Block No. **106.01 & 107**, Lot No. **13.06 & 2.01, 17** in the County of **Bergen**, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.

(2) [X] If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

(3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is **100** percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.

(4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.

(5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:

[X] If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one-year period of time specified in this paragraph (5).

(6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in **2023.**

(7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, elected by the Project Owner is checked below.

[X] 40% at 60%

At least 40% of the residential units will be rent restricted and occupied by households whose income is 60% or less than the area median income. All tax credit-eligible units must be restricted to no more than 60% of the area median income adjusted for family size.

[ ] 20% at 50%

At least 20% of the residential units will be rent restricted and occupied by households whose income is 50% or less than the area median income. All tax credit-eligible units must be restricted to no more than 50% of the area median income adjusted for family size.

[ ] Average Income

The income of each unit will be designated at 20%, 30%, 40%, 50%, 60%, 70% or 80% of area median income and will be rent restricted and occupied by households whose incomes are less the designated income limitation. The average of all income designations shall not exceed 60% of area median income. Income designations are noted below and may not be amended without written approval from NJHMFA.

____ units at 20% of AMI
____ units at 30% of AMI
____ units at 40% of AMI
____ units at 50% of AMI
____ units at 60% of AMI
____ units at 70% of AMI
____ units at 80% of AMI

The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

(8) [X] If this box is checked, the Project is also subject to the state set-aside, which is defined in the **2019-2020** Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that **10** percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is **30** percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

(9) [**X**] If this box is checked, the Project Owner must restrict the greater of 5 units or 5 percent of the total units for occupancy by individuals with special needs. The Owner must also make available at a reasonable cost to all tenants with special needs all services that are appropriate and accessible as needed by the tenants throughout the compliance period. One of the social services provided must be an onsite social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. This restriction shall be in place throughout the extended use period."

(10) [**X**] If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the **2019-2020** Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must restrict at least 25 percent of the total project units for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs all services that are appropriate and accessible as needed by the tenants throughout the compliance period. One of the social services provided must be an onsite social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs population selected by the Project Owner in its Application on the same terms set forth herein.

(11) [ ] If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the **20__** Qualified Allocation Plan **OR** participate in the Services for Independent Living (SIL) program, as appropriate, and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.

(12) The Project Owner agrees to employ throughout the compliance period a staff person who has successfully completed a NJHMFA-approved tax credit certification program with a continuing education component prior to the project being placed in service. The staff person responsible for verification of tenant income must be the person to successfully pass the certification examination and maintain the certification for the term of the compliance and extended use periods.

(13) [X] If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities and at least one community policing or public safety enhancement as defined in the **2019-2020** Qualified Allocation Plan.

(14) [X] If this box is checked, the Project Owner agrees to successfully participate in one of the following energy efficiency programs: Enterprise Green Communities; Leadership in Energy and Environmental Design (LEED); National Green Building Standard (NGBS); Climate Choice Homes Program/Energy Star Tier 3 Participation; Living Building Challenge; **OR** Passive House, as defined in the **2019-2020** QAP through the end of the extended use period.

(15) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.

(16) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.

(17) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.

(18) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.

(19) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.

(20) The Project Owner agrees (i) to obtain the consent of any recorded lien holder on the Project to the terms and conditions of this Covenant and (ii) it will not grant to any lien holder an interest in the Project that is superior to the terms and conditions of this Covenant. Such consent and subordination of the interests of all recorded lien holders on the Project shall be conditions precedent to the issuance of IRS Form(s) 8609.

(21) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.

(22) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.

(23) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.

(24) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.

(25) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

(26) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.

(27) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

(28) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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

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

WITNESS

PROJECT OWNER:
LITTLE FERRY SENIOR, L.P.
by its general partner
Little Ferry Senior GP, LLC

By: _____
Lawrence Regan
Managing Member

ACKNOWLEDGEMENT FOR PARTNERSHIP

STATE OF New York)
) SS:
COUNTY OF Westchester)

I CERTIFY that on Dec 10, 2021, personally came before me, Lawrence Regan and this person acknowledged under oath, to my satisfaction, that (a) this person is the Managing Member of Little Ferry Senior GP, LLC, who is the general partner of Little Ferry Senior, L.P., the Owner named in this document (the "Partnership"); and (b) this document was signed and delivered by the Partnership as its voluntary act duly authorized by a proper resolution of the members of the General Partner.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

_____
Notary Public

FERN SPINAZZOLA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SP4644943
Qualified in Westchester County
Commission Expires January 15, 2025

WITNESS

NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

By: _____
Debra M. Urban
Chief of Multifamily Programs

Date: 12/20/21

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on 12/20, 2021, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Chief of Multifamily Programs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY,** the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

_____
Notary Public of the State of New Jersey
My Commission Expires on _____

Jeannette Santiago
Notary Public
State of New Jersey
Notary ID 50141866
My Commission Expires October 27, 2025

H.

Gilbert Manor Documentation

BOROUGH OF LITTLE FERRY
DATE: SEPTEMBER 13, 2022

RESOLUTION NO. 292

	Motion By	Second By	Aye	Nay	Absent	Abstain	No Vote
Anzalone					X		
Lange	X		X				
Lanum		X	X				
Muller			X				
Sarlo			X				
Steinhilber					X		
Raguseo (Tie Only)							
Vote Total			4	0	2	0	0

BM

Re: RESOLUTION AUTHORIZING THE PLANNING BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER 289 LIBERTY STREET, 274 MAIN STREET, 279 LIBERTY STREET AND 233 LIBERTY STREET QUALIFY FOR DESIGNATION AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT PURSUANT TO *N.J.S.A.* 40A:12A-1 ET SEQ.

==========

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.*, provides a mechanism to empower and assist local governments in efforts to promote programs of redevelopment; and

WHEREAS, on August 16, 2022, the Borough participated in a Fairness Hearing before Judge Gregg A. Padovano in the Matter of the Application of the Borough of Little Ferry for a Judgement of Compliance and Repose, BER-L-006380-15; and

WHEREAS, in connection thereto, Judge Padovano issued a Preliminary Order of Compliance, dated August 26, 2022; and

WHEREAS, pursuant to the Preliminary Order of Compliance, the Borough Council must explore whether the following properties, inclusive of any and all streets,

"paper" streets, private drives and right of ways (collectively, the "Study Area") may be an appropriate area for consideration for a program of non-condemnation redevelopment:

BLOCK	LOTS
14	9, 10
38	25.01
49	14

as designated on the Tax Map of the Borough of Little Ferry, and more commonly known as 289 Liberty Street, 274 Main Street, 279 Liberty Street and 233 Liberty Street; and

WHEREAS, the Local Redevelopment and Housing Law sets forth a specific procedure for establishing a non-condemnation area in need of redevelopment; and

WHEREAS, pursuant to *N.J.S.A.* 40A:12A-6, prior to the Borough Council making a determination as to whether the Study Area qualifies as a non-condemnation area in need of redevelopment, the Borough Council must authorize the Planning Board, by resolution, to undertake a preliminary investigation to determine whether the Study Area meets the criteria of a non-condemnation area in need of redevelopment set forth in *N.J.S.A.* 40A:12A-5; and

WHEREAS, the Borough Council wishes to direct the Borough Planning Board to undertake such preliminary investigation to determine whether the Study Area meets the criteria for designation as a non-condemnation area in need of redevelopment pursuant to *N.J.S.A.* 40A:12A-5 and in accordance with the investigation and hearing process set forth at *N.J.S.A.* 40A:12A-6.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council hereby directs the Little Ferry Borough Planning Board to conduct the necessary investigation by way of the formal retention of Michael Sullivan of Clarke Caton Hintz and to hold a public

hearing to determine whether the Study Area defined hereinabove qualifies for designation as a non-condemnation area in need of redevelopment under the criteria and pursuant to the public hearing process set forth in *N.J.S.A.* 40A:12A-1, *et seq.*; and

BE IT FURTHER RESOLVED that the redevelopment area determination shall further authorize the municipality to use all those powers provided by the New Jersey Legislature for use in a redevelopment area other than the use of eminent domain.

BE IT FURTHER RESOLVED that the redevelopment area is hereby designated as a **Non-Condemnation Area in Need of Redevelopment**.

BE IT FURTHER RESOLVED that the Planning Board shall submit its findings and recommendations to the Borough Council in the form of a Resolution with supportive documentation.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Borough Clerk, Chief Financial Officer, Borough Planning Board, and Planning Board Secretary.

ATTEST:

Barbara Maldonado,
Borough Clerk

Mauro Raguseo, Mayor

I hereby certify the foregoing to be a true copy of a resolution adopted by the Mayor and Council at a meeting held on September 13, 2022.

Barbara Maldonado, Borough Clerk

I.

Inclusionary Overlay Zone 1 Ordinance

NJSEA Special Exception Resolution

Inclusionary Overlay Zone 2 Ordinance

ORDINANCE NO. ____-__-22

AN ORDINANCE AMENDING CHAPTER 35, LAND USE, OF THE CODE OF THE BOROUGH OF LITTLE FERRY, BERGEN COUNTY, NEW JERSEY, TO ESTABLISH THE IO-1 INCLUSIONARY OVERLAY 1 ZONE (IO-1) TO PROVIDE THE OPPORTUNITY FOR THE CREATION OF AFFORDABLE DWELLINGS AS PART OF MARKET RATE MULITFAMILY RESIDENTIAL DEVELOPMENT

WHEREAS, the Borough of Little Ferry has entered into a Settlement Agreement with fair Share Housing center to effectuate its affordable housing obligations pursuant to the Fair Housing Act and its implementing regulations, and pursuant to the terms of the Settlement Agreement entered into between the Borough and Fair Share Housing Center ("FSHC"), the Borough has agreed to amend certain Land Use Ordinances to effectuate said housing element and fair share plan, and

THEREFORE, be it ordained by the Borough Council of the Borough of Little Ferry, Bergen County, New Jersey, that there is hereby added a new Section 35-126, IO-1 Inclusionary Overlay 1 Zone, as follows:

SECTION 1:

A. There is hereby created a new district, the IO-1 Inclusionary Overlay 1 Zone.

B. The following blocks and lots shall be included in the IO-1 zone: Block 5.01, Lot 2 and Block 5.01, Lot 3.

C. The Borough of Little Ferry Zoning Map is hereby amended to add the IO-1 zone.

D. The map of the IO-1 Zone included in this ordinance at Exhibit A is hereby adopted and made a part of this Section.

SECTION 2:

There is hereby created a new Section 35-126 within Chapter 35, Land Use Regulations, of the Code of the Borough of Little Ferry, to read as follows:

§ 35-126 **Inclusionary Overlay 1 Zone (IO-1) (hereinafter "the IO-1 zone" or "this Section").**

§ 35-126.1 **Purpose.**

The purpose of the Inclusionary Overlay 1 Zone (IO-1) is to create a realistic opportunity for the construction of affordable housing through an optional set of development regulations that permits multifamily residential uses subject to a mandatory set-aside of dwellings affordable to very low-, low- and moderate-income households. Development under the provisions of this Section constitutes an alternative to the existing underlying zoning.

§ 35-126.2 **Interpretation.**

In the case of any conflict between the standards set forth in this Section and any other provision of Chapter 35, Land Use Regulations, of the Code of the Borough of Little Ferry, or any other ordinances or regulations of the Borough of Little Ferry, the standards of this Section shall apply.

§ 35-126.3 **Permitted Uses**

a. Principal Uses.

   1. Inclusionary multi-family residential dwellings consisting of both market rate and affordable housing units as provided and required in **§ 35-126.4(h)** herein.

b. Accessory Uses.

   1. Common open space and recreational facilities, which may include, but is not limited to, pools, tennis courts, sitting areas, game and picnic tables, playgrounds, open lawn areas, dog parks and gardens. Roof-deck facilities and rooftop recreational areas are also permitted.

   2. Off-street parking, both surface-level and within structures.

   3. Stormwater management and utility facilities and structures.

   4. Fencing and walls.

   5. Signs in accordance with **§ 35-17.1 L**.

   6. Temporary sales and construction trailers, to be removed upon the application for the final Certificate of Occupancy for the development.

   7. Trash and recycling enclosures.

   8. Model dwelling units.

   9. Sales and management office(s).

   10. Maintenance facilities and structures.

   11. Other accessory uses and structures customarily incidental and subordinate to the permitted principal uses.

§ 35-126.4 **Development Standards**

a. Minimum and Maximum Densities:

   1. Minimum Density: 25 dwelling units per acre.

   2. Maximum Density: 60 dwelling units per acre.

b. Minimum Affordable Housing Required: A minimum of twenty percent (20%) of all of the dwelling units constructed shall be deed-restricted to occupancy by very-low, low- or moderate-income households. in accordance with **§ 35-126.4(h)** herein, except that if all of the proposed housing units will be offered as rental units, then a minimum of fifteen percent (15%) of all dwelling units constructed shall be deed-restricted to occupancy by very-low, low- or moderate-income households.

c. Maximum Building Height: Building height shall be inclusive of all parking levels and all floors of a building and shall be measured in accordance with the definition of building height in **§ 35-103**. Maximum permitted building heights vary based on the distance to Bergen Turnpike and the massing of upper floors relative to lower floors as follows:

   1. Within the first 100 feet of Bergen Turnpike, no building or portion thereof shall exceed a height of four (4) stories and 48 feet.

   2. Within the first 200 feet of Bergen Turnpike, but beyond the first 100 feet of said street, no building or portion thereof shall exceed a height of eight (8) stories and 96 feet.

   3. Buildings or portions thereof located at least 200 feet from Bergen Turnpike may be constructed to a height of up to twelve (12) stories and 144 feet, provided however, that the twelve (12) stories and 144 feet may be increased to a maximum of fourteen (14) stories and 168 feet where the footprint of all stories over the tenth story is reduced to 85 percent of the footprint of the 10th story (comparing the measurement of the outer extent of any private balconies on the floors above the 10th story to the measurement of the outer limits of the 10th story walls).

d. Minimum Distance Between Buildings: 50 feet.

e. Coverage:

   1. Maximum Building Coverage: 75%

   2. Maximum Lot Coverage: 80%

f. Minimum Building and Parking Setbacks:

   1. Front Setback: 25 feet from Bergen Turnpike; 20 feet from all other streets.

   2. Side Setback: 12 feet.

3. Rear Setback: 12 feet.

4. Building Setback from Internal Street or Parking Space: 15 feet.

g. Minimum Open Space: 20% of the site shall consist of open space, exclusive of buildings, parking lots, access drives and any minimum required distances between such features.

h. Minimum Affordable Housing Requirements.

1. Required affordable dwelling units shall be constructed on-site.

2. Affordable dwelling units created within the IO-1 zone shall comply with all applicable requirements of the Fair Housing Act, COAH's rules at N.J.A.C. 5:93-1, et seq., the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26-1, et seq., and the Affordable Housing Ordinance of the Borough of Little Ferry **§36-1300**.

3. The affordable dwelling units shall be constructed pursuant to the phasing schedule, bedroom distribution and low/moderate income split required by COAH's Rules and Little Ferry's Affordable Housing Ordinance **§36-1300**.

4. Affordable units shall be integrated and distributed uniformly throughout the buildings/development and shall utilize the same method of heating as the market units within the same building(s). If the affordable units are proposed to be separately financed through the New Jersey Housing and Mortgage Finance Agency's (NJHMFA), Low Income Housing Tax Credit (LIHTC) financing or similar state or federal funding program(s), they may be located in a separate, stand-alone building containing 100% affordable dwelling units, which building(s) may be subdivided from the rest of the development tract to facilitate financing. However, in such cases, COAH's rules pertaining to the phasing schedule for the construction of the market units in the balance of the development, the bedroom distribution and the low/moderate income split shall be applicable to the separate affordable housing units.

5. Affordable units created within IO-1 zone shall be affirmatively marketed in accordance with the Borough's adopted Affirmative Marketing Plan.

6. A Developer's Agreement shall be executed between the applicant and the Mayor and Borough Council of Little Ferry setting forth with specificity the number of affordable housing units to be provided, the tenure of the affordable housing units to be provided (which affects the number), a commitment to comply with the terms of this Ordinance, the Fair Housing Act, COAH's rules, the UHAC rules, and the Borough's Affordable Housing Ordinance and Affirmative Marketing Plan, and a phasing plan that will ensure that the affordable units will receive their certificates of occupancy prior to the issuance of a certificate of occupancy for any non-residential components of the development.

§ 35-126.5 **Off-Street Parking and Loading.**

Minimum Off-Street Parking: Off-street parking shall be provided in accordance with the New Jersey Residential Site Improvement Standards, NJAC 5:21-1.1 et seq. (RSIS).

a. Minimum Loading: One (1) loading area shall be provided for every 50 residential dwelling units, with a minimum of at least one (1) per building.

b. Loading Area Orientation, Location and Screening: Loading areas shall be oriented away from existing streets; shall be located at least 100 feet from Bergen Turnpike; and shall be screened from view from off-site premises and public lands by a fence, hedge or wall of at least six (6) feet in height.

§ 35-126.6 **Solid Waste/Recycling**.

Each building shall contain an area for the temporary storage of solid waste and recyclable materials. Trash and recycling containers may be located outside of the buildings in appropriately screened enclosures.

§ 35-126.7 **Signs**.

a. Identification Sign: A permanent identification sign at the entrance to a development shall be permitted having a maximum sign area of up to 24 square feet and a maximum height of eight (8) feet. Sites of five (5) acres or more shall be entitled to up to two (2) identification signs having a maximum area of 50 square feet each and a maximum height of eight (8) feet.

b. Building Identification and Wayfinding: Building locator and wayfinding signs shall be permitted to be attached to a building without restriction provided that the maximum area of any such sign is eight (8) square feet per sign and no such sign is placed above the first floor level. Such signs shall be permitted for all residential buildings and for all other permitted facilities on the site.

c. Sight Distances: Permanent signs shall not be located within required sight distances at driveway or street intersections triangles.

d. Sign Setback: Minimum sign setback to property line: three (3) feet.

e. Sign Illumination: Exterior illumination of signs shall be permitted. No flashing or moving lights shall be permitted.

f. Directional Signs: There shall be no limitation on the number of directional signs that shall be permitted within the development, provided such signs are shown on the approved site plan. Directional signs, except for those with designs that are controlled

by the Manual for Uniform Traffic Control Devices (MUTCD), may also have content (copy or graphics) related to the residential use.

g. Temporary Signs: Temporary sales, directional signs and construction vehicular movement signs shall be permitted as needed with a maximum area of eight (8) square feet per sign except that one temporary two-sided sales sign having a maximum area of 20 square feet shall be permitted at the site entrance, within three (3) feet of the property line, but outside of any required sight distance.

§ 35-126.8 **Lighting.**

a. Street Lighting: Lighting shall be provided at all street and driveway intersections and shall be consistent with the Borough's streetscape design requirements.

b. Fixture Height: The maximum height for lighting fixtures in parking lots shall be 20 feet.

c. Shielding and Glare: All lighting shall be shielded to prevent overhead sky glow and to prevent glare and light from spilling onto adjacent properties, or resulting in glare perceived from residential units or bedrooms within or near the development.

d. Energy Efficiency: Fixtures shall be equipped with Light Emitting Diode (LED) lamps and shall have a color temperature of no more than 3,000 degrees Kelvin.

§ 35-126.9 **Sidewalks/Walkways.**

Sidewalks shall be provided along all streets and internal roadways. Walkways shall be provided to connect parking and open space/recreational areas to the entrances of residential buildings and to create safe public access to riverfront and other off-site community amenities, including walks, trails and bike routes/paths.

§ 35-126.10 **Street Trees and Plantings.**

a. Shade Trees: Shade trees shall be planted along all streets, driveways, and within surface parking lots. Within surface parking lots, the tree planting rate shall be at least one tree for every five (5) parking spaces. All new trees shall have a minimum caliper dimension of two and one-half (2.5) inches. Along streets and internal roadways, shade trees shall be planted no less than 40 feet on-center.

b. Plantings: All areas of the site not covered by buildings or pavement shall be attractively planted with shrubs, trees, lawns and herbaceous/perennial plantings to enhance the use and appearance of outdoor open spaces, including the publicly accessible outdoor open spaces; and to soften views of the buildings from off-site.

c. Irrigation: All planted areas and lawns shall be irrigated. Trees shall be irrigated using drip emitters rather than spray heads.

§ 35-126.11 **Homeowners' or Condominium Association; Maintenance of Open Space and Common Areas.**

a. If a homeowners' or condominium association has been established, all unit or building owners shall be required to be members of the association. The review of the documents establishing any homeowners' or condominium association shall be subject to the sole jurisdiction of the New Jersey Department of Community Affairs; however, courtesy copies of these documents shall be provided to the Combined Planning/Zoning Board Attorney and Borough Attorney.

b. The owner or any homeowners' or condominium association that may be established shall be responsible for the maintenance of the open space and other common areas in the development.

c. The owner and/or homeowners' or condominium association shall not dispose of any open space, by sale or otherwise, without first offering to dedicate the same to the Borough of Little Ferry.

d. If a homeowners' or condominium association is established, the continued maintenance of the open space shall be enforced through the procedures outlined at N.J.S.A. 40:55D-43(b) and (c).

§ 35-126.12 **Phasing.**

If the applicant proposes to phase the development, it shall submit a phasing plan as part of any development application consistent with the following principles:

a. Each phase or section shall be located and designed with respect to a safe and convenient circulation system, stormwater control, utility services, fire hydrants and access for emergency vehicles to function as if no further development will occur.

b. Any phasing plan shall comply with COAH's rules for the phasing of the construction of affordable dwelling units.

SECTION 4:

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

SECTION 5:

Short Title. The short title of the above Ordinance shall be "Inclusionary Overlay 1 Zone Amendment to the Land Use Ordinance".

SECTION 6.

Repealer. All ordinances or parts thereof inconsistent herewith are hereby repealed as to the extent of such inconsistency only.

SECTION 7:

Effective Date. This Ordinance shall take effect upon passage and publication in accordance with N.J.S.A. 40:49-2(d). Copies of this Ordinance shall be provided to the Court, the Special Master, and counsel for FSHC. The Borough Clerk shall serve copies of the adopted Ordinance on the Bergen County Planning Board and the Borough Tax Assessor within 30 days of adoption.

ATTEST: BOROUGH OF LITTLE FERRY

Barbara Maldonado, Borough Clerk Mauro Raguseo, Mayor

EXHIBIT A

INSERT OVERLAY MAP

Introduced: _____

Motion by: _____

Second by: _____

Introduction Roll Call:

Ayes:

Nayes:

Absent:

Abstain:

Adopted: _____

Motion by: _____

Second by: _____

Adoption Roll Call:

Ayes:

Nayes:

Absent:

Abstain:

I hereby certify the foregoing to be a true copy of an Ordinance adopted by the Mayor and Council at a meeting held on _____, 2022.

_____

Barbara Maldonado, Borough Clerk

NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the Regular Business Meeting of the Governing Body of the Borough of Little Ferry held in the Municipal Building on the ____ day of _____, 2022, and the same shall come up for public hearing at the Regular Business Meeting of the Governing Body to be held on the ___ day of _____, 2022, at 7:00 P.M., at which time any persons interested shall be given the opportunity to be heard concerning said Ordinance. Following the public hearing, said Ordinance shall be considered for final adoption.

_____
Barbara Maldonado, RMC, Borough Clerk

RESOLUTION 2022-10

RESOLUTION ISSUING A DECISION ON THE SPECIAL EXCEPTION APPLICATION SUBMITTED AS PART OF FILE NO. 20-179 DONGSAN ALLIANCE CHURCH - NEW BUILDING (SPECIAL EXCEPTION) BLOCK 45, LOTS 8, 11, 13, 14, AND 15.01 IN THE BOROUGH OF LITTLE FERRY

WHEREAS, an application for one special exception has been filed with the New Jersey Sports & Exposition Authority (NJSEA) by Daniel Chung, on behalf of Dongsan Alliance Church, for the premises identified as 9 Bergen Turnpike, Block 45, Lots 8, 11, 13, 14, and 15.01, in the Borough of Little Ferry, New Jersey; and

WHEREAS, the premises is located within the District's Planned Residential zone; and

WHEREAS, the applicant requested special exception approval pursuant to N.J.A.C. 19:4-5.34(a)5 to construct a house of worship at the subject premises, whereas houses of worship are listed as a special exception use in the Planned Residential zone in which the property is located; and

WHEREAS, notice of the special exception request was given to the public and all interested parties as required by law and was published in The Record newspaper; and

WHEREAS, an electronic public hearing was held virtually using Zoom video conferencing on Tuesday, October 12, 2021, before Sara J. Sundell, P.E., P.P., Director of Land Use Management and Chief Engineer; Sharon A. Mascaró, Deputy Director of Land Use Management and Deputy Chief Engineer; and Mia A. Petrou, P.P., AICP, CFM, Supervising Planner; and

WHEREAS, a comprehensive report dated March 7, 2022, has been prepared indicating the recommendations of the Director of Land Use Management and Staff Attorney in this matter; and

WHEREAS, a copy of the recommendation and comprehensive report was provided to the applicant on March 7, 2022; and

WHEREAS, the report recommends the conditional approval of the special exception requested pursuant to N.J.A.C. 19:4-5.34(a)5 to construct a house of worship at the subject premises; and

WHEREAS, the Board of Commissioners of the NJSEA has reviewed the full record, including the transcripts of the public hearings, the submissions of the

applicant, and recommendations on the application by the Director of Land Use Management and by the Staff Attorney; and

WHEREAS, the Board of Commissioners concurs with the recommendations of the Director of Land Use Management and the Staff Attorney; and

WHEREAS, the Board of Commissioners hereby determines that the requested special exception application, to permit the construction of a house of worship at the subject premises in the Planned Residential zone, conditionally conforms with the standards for approving applications for special exception uses as set forth in N.J.A.C. 19:4-4.13(e).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the New Jersey Sports and Exposition Authority, that the *Dongsan Alliance Church – New Building (Special Exception)* application for a special exception requested pursuant to N.J.A.C. 19:4-5.34(a)5, to construct a house of worship at the subject premises in the Planned Residential zone, conditionally conforms with the standards for approving applications for special exception uses, as set forth in N.J.A.C. 19:4-4.13(e), and is hereby **APPROVED WITH THE FOLLOWING CONDITIONS** for the reasons set forth in the recommendation dated March 7, 2022:

1. The Applicant shall make a good-faith attempt to coordinate with the property owners of Block 45, Lots 1, 4, and 5, for the Applicant to perform a survey of the condition of structures on these properties prior to the start of, and after the completion of, construction, to demonstrate conformance with N.J.A.C. 5:23-2.34.
2. The Applicant shall investigate the feasibility of installing off-site pedestrian improvements to enhance pedestrian safety to the site, including, but not limited to, crosswalks at the intersection of North Washington Avenue/Main Street/Bergen Turnpike, subject to the approval of the Borough of Little Ferry, and any other agency having jurisdiction.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Sports and Exposition Authority at their meeting of March 24, 2022.

Vincent Prieto
Secretary

RESOLUTION 2022-10

RESOLUTION ISSUING A DECISION ON THE SPECIAL EXCEPTION APPLICATION SUBMITTED AS PART OF FILE NO. 20-179 DONGSAN ALLIANCE CHURCH - NEW BUILDING (SPECIAL EXCEPTION) BLOCK 45, LOTS 8, 11, 13, 14, AND 15.01 IN THE BOROUGH OF LITTLE FERRY

WHEREAS, an application for one special exception has been filed with the New Jersey Sports & Exposition Authority (NJSEA) by Daniel Chung, on behalf of Dongsan Alliance Church, for the premises identified as 9 Bergen Turnpike, Block 45, Lots 8, 11, 13, 14, and 15.01, in the Borough of Little Ferry, New Jersey; and

WHEREAS, the premises is located within the District's Planned Residential zone; and

WHEREAS, the applicant requested special exception approval pursuant to N.J.A.C. 19:4-5.34(a)5 to construct a house of worship at the subject premises, whereas houses of worship are listed as a special exception use in the Planned Residential zone in which the property is located; and

WHEREAS, notice of the special exception request was given to the public and all interested parties as required by law and was published in The Record newspaper; and

WHEREAS, an electronic public hearing was held virtually using Zoom video conferencing on Tuesday, October 12, 2021, before Sara J. Sundell, P.E., P.P., Director of Land Use Management and Chief Engineer; Sharon A. Mascaró, Deputy Director of Land Use Management and Deputy Chief Engineer; and Mia A. Petrou, P.P., AICP, CFM, Supervising Planner; and

WHEREAS, a comprehensive report dated March 7, 2022, has been prepared indicating the recommendations of the Director of Land Use Management and Staff Attorney in this matter; and

WHEREAS, a copy of the recommendation and comprehensive report was provided to the applicant on March 7, 2022; and

WHEREAS, the report recommends the conditional approval of the special exception requested pursuant to N.J.A.C. 19:4-5.34(a)5 to construct a house of worship at the subject premises; and

WHEREAS, the Board of Commissioners of the NJSEA has reviewed the full record, including the transcripts of the public hearings, the submissions of the

applicant, and recommendations on the application by the Director of Land Use Management and by the Staff Attorney; and

WHEREAS, the Board of Commissioners concurs with the recommendations of the Director of Land Use Management and the Staff Attorney; and

WHEREAS, the Board of Commissioners hereby determines that the requested special exception application, to permit the construction of a house of worship at the subject premises in the Planned Residential zone, conditionally conforms with the standards for approving applications for special exception uses as set forth in N.J.A.C. 19:4-4.13(e).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the New Jersey Sports and Exposition Authority, that the *Dongsan Alliance Church – New Building (Special Exception)* application for a special exception requested pursuant to N.J.A.C. 19:4-5.34(a)5, to construct a house of worship at the subject premises in the Planned Residential zone, conditionally conforms with the standards for approving applications for special exception uses, as set forth in N.J.A.C. 19:4-4.13(e), and is hereby **APPROVED WITH THE FOLLOWING CONDITIONS** for the reasons set forth in the recommendation dated March 7, 2022:

1. The Applicant shall make a good-faith attempt to coordinate with the property owners of Block 45, Lots 1, 4, and 5, for the Applicant to perform a survey of the condition of structures on these properties prior to the start of, and after the completion of, construction, to demonstrate conformance with N.J.A.C. 5:23-2.34.
2. The Applicant shall investigate the feasibility of installing off-site pedestrian improvements to enhance pedestrian safety to the site, including, but not limited to, crosswalks at the intersection of North Washington Avenue/Main Street/Bergen Turnpike, subject to the approval of the Borough of Little Ferry, and any other agency having jurisdiction.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the New Jersey Sports and Exposition Authority at their meeting of March 24, 2022.

Vincent Prieto
Secretary

J.

Affordable Housing Ordinance

Development Fee Ordinance

BOROUGH OF LITTLE FERRY
STATE OF NEW JERSEY
ORDINANCE NO. ____-22

AN ORDINANCE AMENDING CHAPTER 35 ORDINANCE ENTITLED 'LAND USE REGULATIONS, ARTICLES 1300 AND 1400' OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF LITTLE FERRY, COUNTY OF BERGEN AND STATE OF NEW JERSEY

BE IT ORDAINED by the Mayor and Council of the Borough of Little Ferry, that Chapter 35, Articles 1300 and 1400 entitled Land Use Regulations of the Ordinances of the Borough of Little Ferry are hereby amended as set forth below and is hereby added as follows and that those portions of the Ordinance not set forth below shall remain unchanged.

Section I.

Article 1400, entitled "Municipal Housing Liaison," is hereby repealed in its entirety and reserved.

Section II.

Article 1300, entitled "Affordable Housing," is hereby repealed and replaced in its entirety by a new Article 1300, to be entitled "Affordable Housing and Mandatory Set-aside," to read as follows:

ARTICLE 1300
AFFORDABLE HOUSING AND MANDATORY SET-ASIDE

§ 35-1301. Definitions.

The following terms, when used in this article, shall have the meanings given in this section:

ACT — Shall mean the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 *et seq*.).

ADAPTABLE — Shall mean constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT — Shall mean the entity responsible for the administration of affordable units in accordance with this article, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26.1), and any provisions under N.J.A.C. 5:97 that were not invalidated by Mount Laurel IV and any successor regulations.

AFFIRMATIVE MARKETING — Shall mean 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 — Shall mean the average percentage of median income at which new restricted units in an affordable housing development are affordable to very low-, low- and moderate-income households.

AFFORDABLE — Shall mean a sales price or rent level that is within the means of a very low-, low- or moderate-income household as defined in N.J.A.C. 5:93 and N.J.S.A. 52:27D-304 and in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12,as may be amended and supplemented.

AFFORDABLE DEVELOPMENT — Shall mean a housing development of which all or a portionconsists of housing affordable to very low-, low- and moderate-income households.

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 100% affordable housing development.

AFFORDABLE HOUSING PROGRAM(S) — Shall mean any mechanism in a municipal fair share plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE UNIT — Shall mean a housing unit proposed or created pursuant to the Act,credited pursuant to N.J.A.C. 5:93 and any provisions under N.J.A.C. 5:97 that were not invalidated by Mount Laurel IV, and/or funded through an affordable housing trust fund.

AGE-RESTRICTED UNIT — Shall mean a housing unit designed to meet the needs of, andexclusively for, the residents of an age-restricted segment of the population such that:

A. All the residents of the development where the unit is situated are 62 years of age or older; or

B. At least 80% of the units are occupied by one person that is 55 years of age or older;or

C. The development has been designated by the Secretary of the United States 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.

AGENCY — Shall mean the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 *et seq.*).

ALTERNATIVE LIVING ARRANGEMENT – Shall mean a building 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 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 — Shall mean 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 — Shall mean a household that has been certified by an Administrative Agent as a very low-income household, low-income household or moderate-income household.

COAH OR THE COUNCIL – Shall mean the New Jersey Council on Affordable Housing established under the Act, which had primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

DCA — Shall mean the State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT — Shall mean a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load-bearing structural systems.

DEVELOPER — Shall mean any person, partnership, association, company, or corporation that is 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 to contract or purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT — Shall mean 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.*

DEVELOPMENT FEE — Shall mean money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8. and as required by N.J.S.A. 52:27D-329.2.

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 (N.J.S.A. 54:1-35a through 54:1-35c).

FAIR SHARE PLAN – Shall mean the plan that describes the mechanisms and the funding sources, if applicable, by which a municipality proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93.

FHA – Shall mean the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.*

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.

HOUSING PLAN ELEMENT – Shall mean the portion of the Borough's Master Plan required by the Municipal Land Use Law (MLUL), N.J.S.A. 40:55D-28b(3) and other legislation.

INCLUSIONARY DEVELOPMENT — Shall mean a development containing both affordable units and market-rate units. This term includes, but is not limited to new construction, the conversion of a nonresidential structure to residential use and the creation of new affordable units through the reconstruction of a vacant residential structure.

INCOME — Shall include revenue and receipts, actual or fairly imputed, from all sources, including but not limited to wages, interest, dividends, social security, pensions, government benefits, alimony, child support and rents from income property.

INITIAL RENTAL — Shall mean the first transfer of occupancy from a developer to a qualified renter.

INITIAL SALE — Shall mean the first transfer of title of a unit from a developer to a qualified buyer.

LOW-INCOME HOUSEHOLD — Shall mean a household with a total gross annual household income equal to 50% or less of the median household income for the applicable housing region.

LOW-INCOME UNIT — Shall mean a restricted unit that is affordable to a low-income household.

MAJOR SYSTEM — Shall mean the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include, but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing

(including septic systems), lead paint abatement or load-bearing structural systems.

MARKET-RATE UNITS — Shall mean housing not restricted to very low-, low- and moderate-incomehouseholds that may sell or rent at any price.

MEDIAN INCOME — Shall mean 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 — Shall mean a household with a total gross annual household income in excess of 50% but less than 80% of the median household income for the applicable housing region.

MODERATE-INCOME UNIT — Shall mean a restricted unit that is affordable to a moderate-income household.

MUNICIPAL HOUSING LIAISON — Shall mean a municipal employee responsible for oversight of the municipal affordable housing program, including overseeing the administration of affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent.

NONEXEMPT SALE — Shall mean 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.

PRESENT NEED — Shall mean an estimate of low- and moderate-income households living in substandard housing as calculated through the use of census surrogates.

PRIOR ROUND HOUSING OBLIGATION — Shall mean the 1987 – 1999 fair share based on N.J.A.C. 5:93-1.

CERTIFIED HOUSEHOLD — Shall mean a household determined to be income eligible for a very low-, low-, or a moderate-income housing unit by a qualified Administrative Agent after the Agent has verified the household's gross annual income, credit history, and compared the household's family size to the occupancy requirements delineated in N.J.A.C. 5:93-9.1(b)14.

RANDOM SELECTION PROCESS — Shall mean 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), UHAC (N.J.A.C. 5:80), and except for Section 311.11(j) of the FHA, which allows for a municipality to enter into an agreement with a developer to provide a preference for affordable housing to low- and moderate-income veterans ("Veteran's Preference") who served in time of war or other emergency as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10), of up to fifty percent

(50%) of the affordable units in a particular project. N.J.S.A. 52:27D-311.11(j).

REGIONAL ASSET LIMIT — Shall mean the maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by COAH's or a Court-approved successor entity's adopted regional income limits published annually by COAH or a successor entity approved by the Court.

REHABILITATION — Shall mean the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

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

SUPERIOR COURT — Shall mean the Superior Court of New Jersey.

THIRD ROUND HOUSING OBLIGATION — Shall mean the 1999 – 2025 housing obligation asdetermined by the Superior Court.

BOROUGH — Shall mean the Borough of Little Ferry.

BOROUGH COUNCIL — Shall mean the Borough Council of the Borough of Little Ferry.

UHAC — Shall mean the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26 *et seq.*

VERY LOW-INCOME HOUSEHOLD — Shall mean a household with a total gross annual household income equal to 30% or less of the median household income for theapplicable housing region.

VERY LOW-INCOME UNIT — Shall mean a restricted unit that is affordable to a very low-income household.

VETERAN'S PREFERENCE — Shall mean a preference for very-low-, low- and moderate-income housing that is permitted by law for people that have served in the military, pursuant to Section 311.11(j). of the FHA, which allows for a municipality to enter into an agreement with a developer to provide a preference for affordable housing to low- and moderate-income veterans who served in time of war or other emergency as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10), of up to fifty percent (50%) of the affordable units in a particular project. N.J.S.A. 52:27D-311.11(j).

WEATHERIZATION — Shall mean building insulation (for attic, exterior walls and crawl space),siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of the rehabilitation program.

§ 35-1302. Rehabilitation.

a. Little Ferry's rehabilitation program shall be designed to renovate deficient housing units occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.

1. All rehabilitated rental and owner-occupied units shall remain affordable to very low-, low-, and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period will be enforced with a lien and for renter-occupied units the control period will be enforced with a deed restriction.

2. Units in a Rehabilitation Program shall be administered in accordance with the following:

(a) If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a very low-, low-, or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:93-9 and UHAC.

(b) If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:93-9 and UHAC.

(c) Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:93-9 or the standards issued by a New Jersey administrative agency with proper authority to issue such standards.

(d) Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:93-9 and UHAC, except that households in owner-occupied units shall be exempt from the regional asset limit.

§ 35-1303. Mandatory Affordable Housing Set-Aside.

a. A mandatory affordable housing set-aside requirement shall apply beginning with the effective date of this ordinance to any new multifamily and single-family attached residential development, including the residential portion of a mixed-use project, which consists of fifteen (15) or more new residential units. The set-aside shall be twenty percent (20%) where the affordable units are provided for sale and fifteen percent (15%) where the affordable units are provided for rental.

1. All affordable housing controls and standards are subject to the rules of the Council on Affordable Housing ("COAH") or any subsequent state agency, or as approved by the Court. The development, marketing and sale of the affordable units shall be pursuant to applicable state regulations and the applicable provisions of this article, and any subsequent amendments thereto.

2. This requirement shall not impose any obligation on a development, or the nonresidential portion of a mixed-use development, that is subject to the Statewide Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 *et seq.*

3. All subdivision and site plan approvals of qualifying developments shall be conditioned upon compliance with the provisions of the mandatory affordable housing set-aside.

4. No subdivision shall be permitted or approved for the purpose of avoiding compliance with the mandatory affordable housing set-aside. A developer may not, for example, subdivide a project into two lots and then plan each of them to produce a number of units below the threshold. The approving authority may impose any reasonable conditions to ensure such compliance.

5. The mandatory affordable housing set-aside shall not give any developer the right to any rezoning, variance, redevelopment designation or redevelopment or rehabilitation plan approval, or any other such relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation, redevelopment or rehabilitation plan approval, or other such or further relief.

6. The requirements of this set-aside shall not apply to residential expansions, additions, renovations, replacements, or any other type of residential development that does not result in a net increase in the number of dwellings of 15 or more.

§ 35-1304. Inclusionary Development.

a. Phasing. Inclusionary developments shall be subject to the following schedule, except where an alternate phasing schedule has been incorporated into a development or redevelopment agreement:

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

b. Fractional Units. In the event the number of affordable housing units to be provided incudes a fraction, the number shall be rounded up if the fractional amount is 0.5 or greater and rounded down if the fractional amount is less than 0.5. For inclusionary projects, the developer shall provide a payment in lieu of constructing affordable units for the fraction of a unit less than 0.5. The payment in lieu shall be based on the amounts established in N.J.A.C. 5:97-6.4(c) as increased by updated development cost documentation on file in the Borough.

c. Off-site Units. At the Borough's sole discretion, a developer may arrange to provide some or all required affordable units at a different site than the market-rate units. In such instances, the developer shall be subject to the following provisions:

    1. All provisions governing the provision of affordable units off-site shall be set forth in a developer's agreement.

    2. The calculation of the required affordable housing set-aside shall be done based on the total of all market-rate units being provided on-site plus the required affordable units being provided off-site.

       Example: A developer proposes 20 market-rate for-sale units, and wishes to provide the required four affordable units off-site. The mandatory set-aside in that case shall be 20% of 24 units, or 4.8 units, with the fraction subject to the fractional payment-in-lieu provisions in Subparagraph 35-1304.b. above.

    3. Unless otherwise specified in the developer's agreement, the affordable units must be provided according to the phasing schedule in Subparagraph 35-1304.a. above.

d. Payments in Lieu of Construction. No developer may make a payment in lieu of constructing affordable units, except for fractional units as provided for in Subparagraph 35-1304.b., above.

e. Nothing in this Ordinance precludes the municipality from imposing an affordable housing set-aside in accordance with applicable law in a development not required to have a set-aside pursuant to this Ordinance.

f. Design:

    1. Integration of Affordable Units. In inclusionary developments, to the extent possible, very low-, low- and moderate-income units shall be integrated with the market units, and not situated so as to be concentrated in separate building(s) or in separate area(s) or floor(s), or in less desirable locations, than the other units in the development. In buildings with multiple dwelling units, this shall mean that the very low-, low- and moderate-income units shall be generally distributed within each building with market units. The residents of the very low-, low- and moderate-income units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.

2. In inclusionary developments, the residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.

3. In inclusionary developments, the very low-, low- and moderate-income units shall be no less than the largest minimum bedroom and unit square footages required under the DCA Balanced Housing and HMFA Low Income Housing Tax Credit program for bedroom sizes and unit sizes in affordable units of the same bedroom number.

§ 35-1305. New construction.

a. Low/moderate split and bedroom distribution of affordable housing units:

b. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13% of all restricted rental units shall be very low-income units (affordable to a household earning30% or less of median income). The very low-income units shall be counted as part of the required number of low-income units within the development.

c. In each affordable development, at least 50% of the restricted units within eachbedroom distribution shall be low-income units.

d. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

1. The combined number of efficiency and one-bedroom units shall be nogreater than 20% of the total low- and moderate-income units;

2. At least 30% of all low- and moderate-income units shall be two-bedroomunits;

3. At least 20% of all low- and moderate-income units shall be three-bedroom units; and

4. The remaining units may be allocated among two- and three-bedroomunits at the discretion of the developer.

e. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low-and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

f. 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 designstandards of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

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;

   (b) An adaptable kitchen on the first floor;

   (c) An interior accessible route of travel on the first floor;

   (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;

   (e) An interior accessible route of travel between stories within an individual unit, except that if all of the terms of Subsection B(2)(a) through (d) above have been satisfied, 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 and N.J.A.C. 5:97-3.14, or evidence that the Borough has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:

      i. Where a unit has been constructed with an adaptable entrance, uponthe request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

      ii. To this end, each builder of income-restricted units shall deposit funds with the Borough's Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

      iii. The funds deposited under Subsection B(2)(f)[2] above shall be used by the Borough for the sole purpose of making the adaptableentrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unitand requires an accessible entrance.

      iv. The developer of the restricted units shall submit a design plan and cost estimate for the conversion of adaptable to accessible entrancesto the Construction Official of the Borough.

v. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's Affordable Housing Trust Fund in care of the Borough Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

3. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

g. Controls.

1. All affordable units created shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.* ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that for inclusionary projects with more than four (4) affordable units at least thirteen percent (13%) of the affordable units shall be required to be restricted for very low-income households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* ("FHA").

2. At least fifty percent (50%) of the affordable units within each bedroom distribution shall be affordable to low-income households, inclusive of the at least thirteen percent (13%) of units affordable to very low-income households for inclusionary projects with more than four (4) affordable units.

3. The very low-income affordable units shall be proportionately distributed within each bedroom distribution. In a family non-age-restricted development, at no time shall the number of efficiency/one-bedroom very low-income units exceed the number of three-bedroom very low-income units.

4. Affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as otherwise provided for by UHAC, with the sole exception that very low-income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the municipality, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. In the event the municipality chooses to release the controls on rental affordable units after at least thirty (30) years, the controls shall remain in effect until the voluntary departure of the occupant household in accordance with N.J.A.C. 5:80-26.11(b).

5. Affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.

h. Income limits; maximum rents and sales prices:

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC and the calculation procedures as approved by the Court and detailed below:

(a) Regional income limits shall be established for the region in which the Borough is located (in this case, Region 1) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80% of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50% of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30% of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. The income limits calculated each year shall be the result of applying the percentages set forth above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year. In no event shall the income limits be less than those for the previous year.

(b) The regional asset limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the regional asset limit be less than that for the previous year.

2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted rental units shall be affordable to households earning no more

than 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 13% of all low- and moderate- income rental units shall be affordable to very low-income households earning no more than 30% of median income.

4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available forat least three different sales prices for each bedroom type. 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 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 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowners' association fees do not exceed 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 exceed30% 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 9% 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.

§ 35-1306. 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 DCA for its Section 8 program.

§ 35-1307. 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.

§ 35-1308. 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 article for a period of at least 30 years, until the Borough 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 ownershipunit 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 nonexempt sale after the unit's release from the restrictions set forth in this article, 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 article 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.

§ 35-1309. Price restrictions for restricted ownership units; homeowners'association fees; 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 homeowners' 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 § 154-213.

§ 35-1310. 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 very low-income ownership units shall be reserved for households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.

b. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to a certified household for a period not to exceed one year. Violations of this provision shall be subject to the applicable enforcement provisions of this Ordinance.

c. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is very low-income household, 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 homeowners' association fees, as applicable) does not exceed 33% of the household's eligible monthly income. 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.

§ 35-1311. 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 a first purchase money mortgage, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% 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).

§ 35-1312. 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 ten-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.

§ 35-1313. 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 article for a period of at least 30 years, until the Borough takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirementsof 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 recorded by the developer or seller with the records office of the

County of Bergen. A copy of the filed, recorded document shall be provided to the Administrative Agent within 30 days of the receiptof a certificate of occupancy.

c. A restricted rental unit shall remain subject to the affordability controls of this article 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 propertycontaining the unit.

§ 35-1314. Rent restrictions for rental units; leases.

a. A written lease shall be required for all restricted rental units, except for units in assisted living residences, 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 tothe 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 5% 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 article.

d. The Borough of Little Ferry's Rent Control Ordinance (Chapter 15) shall not be applicable to any affordable rental units in the Borough.

§ 35-1315. Tenant income eligibility.

a. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.

2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.

3. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.

b. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (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 35% (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 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the pastand has proven its continuing 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 Subsections b.1. through b.5. above with the Administrative Agent, who shall counsel the household on budgeting.

§ 35-1316. Requirements for 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 State licensing/funding agency (i.e., DHS);

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.

§ 35-1317. Municipal Housing Liaison.

a. State regulations require the Borough to appoint a specific municipal employee toserve as a Municipal Housing Liaison responsible for overseeing the administration of the affordable housing program, including affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. The position of Municipal Housing Liaison for the Borough was previously established by Ordinance No. 1279-11-09, which establishment is reiterated here. Compensation shall be fixed by the Governing Body at the time of appointment of the Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by resolution of the governing body and may be a full- or part-time municipal employee. The MunicipalHousing Liaison shall be approved by the Superior Court unless such approval is delegated by the Court to COAH or a successor entity, and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey either before or within one-year of assuming the duties of Municipal Housing Liaison.

b. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Little Ferry, including the following responsibilities which may not be contracted out to the Administrative Agent:

    1. Serving as Little Ferry's primary point of contact for all inquiries from the state, affordable housing providers, Administrative Agents and interested households;

    2. Monitoring the status of all restricted units in Little Ferry's Fair Share Plan;

    3. Compiling, verifying and submitting annual monitoring reports as required by COAH, the organizations listed in the Borough's Settlement Agreement with FSHC, or any successor entity approved by the Court;

    4. Coordinating meetings with affordable housing providers and Administrative Agents, as needed;

    5. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by COAH, or a successor entity approved by the Court; and

    6. If applicable, serving as the Administrative Agent for some or all of the restricted units in the Borough of Little Ferry.

§ 35-1318. Administrative Agent.

Subject to the approval of the Superior Court, the Borough shall designate one or more Administrative Agent(s) to administer affordable units in accordance with N.J.A.C. 5:93 and UHAC. An operating manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the Borough Council and subject to approval of the Superior Court or its designee. The operating manuals shall be available for public inspection in the office of the Borough Clerk and in the office(s)of the Administrative Agent(s). 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 Municipal Housing Liaison shall supervise the contracting Administrative Agent(s). The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those setforth in N.J.A.C. 5:80-26.14, 5:80-16 and 5:80-18 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 andthe provisions of N.J.A.C. 5:80-26.15; and

    2. Providing counseling or contracting to provide counseling services to very low-, 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 fora very low-, 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 (Housing Region 1) comprising Bergen, Passaic, Hudson, and Sussex Counties; and

6. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough when referring households for certification to affordable units.

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 Clerk's office after the termination of the affordability controls for eachrestricted unit;

4. Communicating with lenders regarding foreclosures; and

5. Ensuring the issuance of continuing certificates of occupancy or certificationspursuant to N.J.A.C. 5:80-26.10.

d. Resales and re-rentals.

1. Instituting and maintaining an effective means of communicating informationbetween 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 very low-, 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 restrictedunits 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 article;

2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that wouldaffect 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 for-sale 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. The posting annually in all rental properties, including legal two-family homes, of a notice as to the maximum permitted rent for affordable units, together with the telephone number of the Administrative Agent where complaints of excess rentor 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 to themunicipality's Affordable Housing Trust Fund or other appropriate municipal fund approved by the DCA; and

6. Creating and publishing a written operating manual, as approved by the Court, COAH or a successor entity approved by 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 for their submission by the Municipal Housing Liaison to COAH, the organizations listed in the Borough's Settlement Agreement with FSHC, or any successor entity approved by the Court, as required by COAH or a successor entity approved by the Court.

3. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH or a successor entity approved by the Court.

§ 35-1319. Affirmative marketing requirements.

a. The Borough 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 and the FHA, 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 arebeing marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward COAH Housing Region 1 and is required to be followed throughout the period of restriction.

c. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), FSHC, the New Jersey State Conference of the NAACP, the Latino Action Network, Bergen County NAACP, Bergen County Urban league, Bergen County Housing Coalition, Supportive Housing Association and the New Jersey Housing Resource Center, https://www.nj.gov/njhrc/, in accordance with applicable law, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing,to comply with this subsection.

d. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 1, comprising Bergen, Hudson, Passaic and Sussex Counties.

e. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the Borough of Little Ferry shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordableunits.

f. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to very low-, low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

g. 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.

h. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

i. 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. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

§ 35-1320. Enforcement of affordable housing regulations.

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

b. After providing written notice of a violation to an owner, developer or tenant of a very low-, low- or moderate-income unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action(s) against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The Borough may file a court action in Superior Court 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 Superior Court:

(a) A fine of not more than $500 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

(b) In the case of an owner who has rented a very low-, low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Borough of Little Ferry Affordable Housing Trust Fund of the gross amount of rent illegally collected;

(c) In the case of an owner who has rented a very low-, 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 Superior Court.

2. The Borough 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 very low-, low- or moderate-income unit.

   (a) The judgment shall be enforceable, at the option of the Borough, by means of an execution sale by the Sheriff, at which time the very low-, low- and moderate-income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

   (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- and moderate-income unit. The excess, if any, shall be applied to reimburse the Borough 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 Borough 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 Borough 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 Borough, whether such balance shall be paid to the owner or forfeited to the municipality.

   (c) Foreclosure by the Borough 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- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions ofthe regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

   (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 Borough may acquire title to the very low-, low- and moderate-income unit by satisfying the

first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the very low-, low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housingunits. 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- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the very low-, low- and 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.

§ 35-1321. Monitoring.

a. By August 9 of every year through the end of the period of repose, the Borough shall provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

b. By August 9 of every year through the end of the repose period, the Borough shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with copies provided to Fair Share Housing Center, using formspreviously developed for this purpose by the Council on Affordable Housing or anyother forms endorsed by the Court-appointed Special Master and Fair Share Housing Center.

c. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough posted on its municipal website,with copies provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. The posting invited any interested party to submit comments to the municipality, with copies provided to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced. Any interested party

could by motion request a hearing before the Court regarding these issues.

d. For the review of very low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the second anniversary of the date of the Borough of Little Ferry's August 9, 2022 Settlement Agreement with Fair Share Housing Center, and every third year thereafter through the end of the period of repose, the Borough shall post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its satisfaction of its very low-income requirements, including the family very low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality, with copies provided to Fair Share Housing Center, on the issue of whether the municipality has complied with its very low-income housing obligation.

§ 35-1322. Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this article shall be filed, in writing, with the Superior Court unless the Superior Court delegates this responsibility.

§ 35-1323. Regional Preference.

The borough of Little Ferry hereby provides that households that live or work in COAH Housing Region 1, comprising the counties of 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.

REPEALER

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

SEVERABILITY

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

EFFECTIVE DATE

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

ATTEST: **BOROUGH OF LITTLE FERRY**

_____ _____

Barbara Maldonado, Borough Clerk Mauro Raguseo, Mayor

Introduced: _____

Motion by: _____

Second by: _____

Introduction Roll Call: Ayes:
Nayes:
Absent:

Adopted: _____

Motion by: _____

Second by: _____

Adoption Roll Call: Ayes:
Nayes:
Absent:

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Mayor and Council at a meeting held on November 10, 2022.

_____

Barbara Maldonado,
Borough Clerk

BOROUGH OF LITTLE FERRY
STATE OF NEW JERSEY
ORDINANCE NO. ____-22

AN ORDINANCE AMENDING
CHAPTER 35 ORDINANCE ENTITLED
'LAND USE REGULATIONS, ARTICLE 1500 ENTITLED
COAH DEVELOPMENT FEES'
OF THE REVISED GENERAL ORDINANCES OF
THE BOROUGH OF LITTLE FERRY,
COUNTY OF BERGEN
AND STATE OF NEW JERSEY

BE IT ORDAINED by the Mayor and Council of the Borough of Little Ferry, that Chapter 35, Article 1500 entitled Land Use Regulations entitled COAH Development Fees of the Ordinances of the Borough of Little Ferry are hereby amended as set forth below and is hereby added as follows and that those portions of the Ordinance not set forth below shall remain unchanged.

Section I.

ARTICLE 1500
Mandatory Development Fees

§ 35-1501. PURPOSE.

a. In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, *N.J.S.A.* 52:27d-301 *et seq*., and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH).

b. Pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55-8.1 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 an approved Spending Plan may retain fees collected from nonresidential development.

c. This article established standards for the collection, maintenance, and expenditure of development fees pursuant to COAH'S regulations and in accordance P.L. 2008, c. 46, Sections 8 and 32-38. Fees collected pursuant to this article shall be used for the sole purpose of providing low- and moderate-income housing. This article shall

be interpreted within the framework of COAH's rules on development fees, codified at *N.J.A.C.* 5:97-8.

§ 35-1502. BASIC REQUIREMENTS.

a. This article shall not be effective until approved by the Court or a successor agency to COAH.

b. The Borough of Little Ferry shall not spend development fees until the Court or a successor agency to COAH has approved a plan for spending such fees (Spending Plan) in conformance with *N.J.A.C.* 5:97-8.10.

§ 35-1503. DEFINITIONS.

As used in this article:

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 housing development.

COAH OR THE COUNCIL — Shall mean the New Jersey Council on Affordable Housing established under the Act, which had primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

DEVELOPER — Shall mean any person, partnership, association, company or corporation that is 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 money paid by a developer for the improvement of property as permitted at *N.J.A.C.* 5:97-8.3. and as required by N.J.S.A 52:27D-329.2.

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.

§ 35-1504. RESIDENTIAL DEVELOPMENT FEES.

a. Imposition of Fees.

1. Within the Borough of Little Ferry, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and one-half

(1.5%) percent of the equalized assessed value for all new residential development provided no increased density is permitted.

2. Where an increase in residential density is permitted pursuant to a "d" variance granted under *N.J.S.A.* 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will included affordable housing. If the zoning on a site has changed during the two (2) 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 (2) year period preceding the filing of the variance application.

   Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees would equal 1.5% of the equalized assessed value on the first two units, and 6% of the equalized assessed value for the two additional units, provided that 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 Developments.

1. Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from the payment of development fees.

2. Developments that have received preliminary or final site plan approval prior to the adoption of this article shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.

3. Improvements or additions to existing one- and two-family dwellings on individual lots shall not be required to pay a development fee, but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one (1) year or more prior to obtaining a demolition permit.

4. Homes replaced as a result of a natural disaster such as a fire or a flood shall be exempt from the payment of a development fee.

§ 35-1505. NONRESIDENTIAL DEVELOPMENT FEES.

a. Imposition of Fees.

1. Within all zoning districts, nonresidential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal

to two and one-half (2.5%) percent of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.

2. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted below, shall also pay a fee equal to two and one-half (2.5%) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for 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 improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

b. Eligible Exactions, Ineligible Exactions and Exemptions for Nonresidential Developments.

1. 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.

2. The two and one-half (2.5%) percent development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing building footprint, reconstruction, renovations and repairs.

3. Nonresidential developments shall be exempted from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.

4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time as 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.

5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 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 of Little Ferry as a lien against the real property of the owner.

§ 35-1506. COLLECTION PROCEDURES.

a. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

b. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Residential Development Certification/ Exemption" to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided by Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

c. The Construction Official responsible for the issuance of a Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

d. Within ninety (90) days of receipt of such notification, the Borough Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.

e. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Borough Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.

f. Within ten (10) business days of a request for the scheduling of a final inspection, the Borough Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee, and thereafter notify the developer of the amount of the fee.

g. Should the Borough of Little Ferry 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 17 of P.L. 2008, c. 46 (C. 40:55D-8.6)

h. Except as provided in Section 35-1505.a.3. above, fifty (50%) percent of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

i. Appeal of Development Fees.

    1. A developer may challenge residential 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 of Little Ferry. 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 of Little Ferry. 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.

§ 35-1507. AFFORDABLE HOUSING TRUST FUND.

a. There has previously been created a separate, interest-bearing Affordable Housing Trust Fund that will continue to be maintained by the Chief Financial Officer of the Borough of Little Ferry 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. Funds contributed by developers to make ten (10%) percent of the adaptable entrances in a townhouse or other multistory attached unit development accessible;

3. Rental income from municipally operated units;

4. Repayments from affordable housing program loans;

5. Recapture funds;

6. Proceeds from the sale of affordable units; and

7. Any other funds collected in connection with Little Ferry's affordable housing program.

c. The Borough has previously provided COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank with which the affordable housing fees are deposited by the Borough and maintained by said bank, and COAH. That authority now rests with the Court.

d. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court or a successor agency to COAH.

§ 35-1508. USE OF FUNDS.

a. The expenditure of all funds shall conform to a Spending Plan approved by the Court or a successor agency to COAH. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Borough of Little Ferry's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation, new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing 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 designated to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved Spending Plan.

b. Except as specifically provided by Court order, funds shall not be expended to reimburse the Borough of Little Ferry for past housing activities.

c. At least thirty (30%) percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to low- and moderate- income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty (30%) percent or less of the median income for Housing Region 1, in which Little Ferry is located.

    1. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.

    2. Affordability assistance to households earning 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. The use of development fees in this manner may entitle the Borough of Little Ferry to bonus credits pursuant to *N.J.A.C.* 5:97-3.7.

    3. Payments in lieu of constructing affordable housing units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

d. The Borough of Little Ferry 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 consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program.

   1. In the case of a rehabilitation program, no more than twenty (20%) percent of the revenues collected from development fees shall be expended for such administrative expenses.

   2. Administrative funds may be used for income qualifications of households, monitoring the turnover of sale and rental units, and compliance with COAH's or the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or actions are not eligible uses of the Affordable Housing Trust Fund.

f. Court approval of Little Ferry's spending plan constitutes a "commitment" on the part of The Borough of Little Ferry for expenditure of funds pursuant to *N.J.S.A.* 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions to commence with the entry of a final Judgment of Repose in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (Aff'd 442 N.J. Super. 563.)

§ 35-1509. MONITORING. [Ord. No. 1257-16-08 § 9]

Beginning on August 9, 2023, and on every August 9 thereafter through July 2, 2025, the Borough shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and Fair Share Housing Center.

§ 35-1510. ONGOING COLLECTION OF FEES.

a. The ability for the Borough of Little Ferry to impose, collect and expend development fees shall expire with the expiration of its Judgment of Compliance unless the Borough of Little Ferry has first filed an adopted Housing Element and Fair Share Plan with COAH or the Court, and has petitioned substantive certification or a Declaratory Judgment of Compliance.

b. If the Borough of Little Ferry fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds to be forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C.52:27D-320).

c. The Borough of Little Ferry shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance, nor shall the Borough of Little Ferry retroactively impose a development fee on such a development. The Borough of Little Ferry also shall not expend

any of its collected development fees after the expiration of its Judgment of Compliance.

REPEALER

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

SEVERABILITY

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

EFFECTIVE DATE

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

ATTEST: **BOROUGH OF LITTLE FERRY**

_____ _____

Barbara Maldonado, Borough Clerk Mauro Raguseo, Mayor

Introduced: _____

Motion by: _____

Second by: _____

Introduction Roll Call: Ayes:
Nayes:
Absent:

Adopted: _____

Motion by: _____

Second by: _____

Adoption Roll Call: Ayes:
Nayes:
Absent:

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Mayor and Council at a meeting held on November 10, 2022.

_____
Barbara Maldonado,
Borough Clerk

K.

Resolution Appointing Municipal Housing Liaison

RESOLUTION NO. 131

RESOLUTION APPOINTING MUNICIPAL HOUSING LIAISON

Borough of Little Ferry, Bergen County, New Jersey

WHEREAS, the Governing Body of the Borough of Little Ferry is seeking Court approval of its 2009 Housing Element and Fair Share Plan; and

WHEREAS, Little Ferry's 2009 Fair Share Plan establishes an affordable housing program pursuant to and consistent with the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:97-1, et seq.); and

WHEREAS, pursuant to COAH's Third Round Procedural Rules (at N.J.A.C. 5:96-17) and N.J.A.C. 5:80-26.1 et seq., Little Ferry is required to appoint a Municipal Housing Liaison to oversee the administration of Little Ferry's affordable housing program and to ensure the enforcement of the requirements of N.J.A.C. 5:97-1, et seq. and N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, Little Ferry has amended the Borough's Code to provide for the appointment of a Municipal Housing Liaison to oversee the administration of Little Ferry's affordable housing program and to establish the powers and duties of the Municipal Housing Liaison.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Little Ferry in the County of Bergen and the State of New Jersey that Barbara Maldonado, the Borough Clerk, is hereby appointed by the Governing Body of the Borough of Little Ferry as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and as provided by Ordinance.

SIGNED: Mauro D Raguseo

Mauro D. Raguseo, Mayor

ATTEST: Barbara Maldonado

Barbara Maldonado, Municipal Clerk

Dated: April 14, 2009

Motion by: C/W Henriquez
Second by: C/M Anzalone
Roll Call: Ayes: Muller, Anzalone, Henriquez, Sarlo, Schuck, Steinhilb
Nays: None
Absent: None

L.

Affirmative Marketing Plan

BOROUGH OF LITTLE FERRY

AFFIRMATIVE MARKETING PLAN

For Affordable Housing in Region 1

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number	1b. Program Name, Address
Triad Associates 1301 W. Forest Grove Road Vineland NJ 08360 856-690-9590	**Borough of Little Ferry** **215-217 Liberty Street** **Little Ferry, NJ 07643** **Phone: 201.641.9234** ☐ **FOR RENT UNITS** ☐ **FOR SALE UNITS** Section 1 To Be Completed Separately for Each Projects/Developments

1c.	1d. Price or Rental Range	1e. State and Federal Funding Sources (if any)
Number of Affordable Units: TBD **Number of Rental Units: TBD** **Number of For-Sale Units: TBD**	From: $ To be Determined To: $ To be Determined	None

1f.	1g.
☐ Age Restricted ☐ Non-Age Restricted	Advertising: To be Determined Occupancy: To be Determined Lottery Date: To be Determined for Each Project

1h. County	1i. Census Tract(s):
BERGEN, HUDSON, SUSSEX, PASSAIC	

1j. Managing/Sales Agent's Name, Address, Phone Number

1k. Application Fees (if any): Application fee, Credit and Criminal Background Check Fees may apply. Each landlord to establish application fees and rental criteria.

1a. Administrative Agent Name, Address, Phone Number	1b. Program Name, Address
TBD	**Meridia/110 Bergen Tpk.** **110 Bergen Tpk.** **Little Ferry, NJ 07643** ☒ **FOR RENT UNITS** ☐ **FOR SALE UNITS**

1c.	1d. Price or Rental Range	1e. State and Federal Funding Sources (if any)
Number of Affordable Units: 15 **Number of Rental Units: 15** **Number of For-Sale Units: 0**	From: $ To be Determined To: $ To be Determined	None

1f.	1g.
☐ Age Restricted **X** Non-Age Restricted	Advertising: 120 days prior to first occupancy Occupancy: Spring/summer 2023 Lottery Date: TBD

BOROUGH OF LITTLE FERRY

1h. County **BERGEN, HUDSON, SUSSEX, PASSAIC**	1i. Census Tract(s):
1j. Managing/Sales Agent's Name, Address, Phone Number	
1k. Application Fees (if any): Application fee, Credit and Criminal Background Check Fees may apply.	

1a. Administrative Agent Name, Address, Phone Number Triad Associates 1301 W. Forest Grove Road Vineland NJ 08360 856-690-9590	1b. Program Name, Address **Royale Realty** **129 Woodland Ave.** **Little Ferry, NJ 07643** ☒ **FOR RENT UNITS** ☐ **FOR SALE UNITS**	
1c. **Number of Affordable Units: 2** **Number of Rental Units: 2** **Number of For-Sale Units: 0**	1d. Price or Rental Range From: $ To be Determined To: $ To be Determined	1e. State and Federal Funding Sources (if any) None
1f. ☐ Age Restricted **X** Non-Age Restricted	1g. Advertising: As needed Occupancy: Occupied Lottery Date: As needed	
1h. County **BERGEN, HUDSON, SUSSEX, PASSAIC**	1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number		
1k. Application Fees (if any): Application fee, Credit and Criminal Background Check Fees may apply.		

1a. Administrative Agent Name, Address, Phone Number Anna May Stroyek c./o Horizons at Scales Plaza 100 Scales Plaza Clifton, NJ 07012 551-345-8600 https://www.regandevelopment.com/	1b. Program Name, Address **Regan Development** **Maiden Lane** **Little Ferry, NJ 07643** ☒ **FOR RENT UNITS** ☐ **FOR SALE UNITS**	
1c. **Number of Affordable Units: 62** **Number of Rental Units: 62** **Number of For-Sale Units: 0**	1d. Price or Rental Range From: $ To be Determined To: $ To be Determined	1e. State and Federal Funding Sources (if any) None

BOROUGH OF LITTLE FERRY

1f. X Age Restricted ☐ Non-Age Restricted	1g. Advertising: 120 days prior to first occupancy Occupancy: Spring/summer 2023 Lottery Date: To be Determined
1h. County **BERGEN, HUDSON, SUSSEX, PASSAIC**	1i. Census Tract(s):
1j. Managing/Sales Agent's Name, Address, Phone Number	
1k. Application Fees (if any): Application fee, Credit and Criminal Background Check Fees may apply.	

1a. Administrative Agent Name, Address, Phone Number TBD	1b. Program Name, Address **Gilbert Manor** **274 Main St.** **Little Ferry, NJ 07643** ☒ **FOR RENT UNITS** ☐ **FOR SALE UNITS**	
1c. **Number of Affordable Units: 21** **Number of Rental Units: 21** **Number of For-Sale Units: 0**	1d. Price or Rental Range From: $ To be Determined To: $ To be Determined	1e. State and Federal Funding Sources (if any) None
1f. X Age Restricted ☐ Non-Age Restricted	1g. Advertising: 120 days prior to first occupancy Occupancy: To be Determined Lottery Date: To be Determined	
1h. County **BERGEN, HUDSON, SUSSEX, PASSAIC**	1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number		
1k. Application Fees (if any): Application fee, Credit and Criminal Background Check Fees may apply		

(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.

INITIAL RANDOMIZATION

Applicants are selected at random before income-eligibility is determined, regardless of household size ordesired number of bedrooms. The process is as follows:

After advertising is implemented, preliminary applications are accepted for 60 days. At the end of this period, all preliminary applications are randomized and placed on a list in the order in which their randomization (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).

Applicants will be invited to submit full applications in priority order to fill available units. The full application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets. Eligible households are issued a Certificate of Eligibility. 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.

Eligible households are matched to available units based upon household income and the number of bedrooms needed (and any other special requirements, such as the need for an accessible unit). Certified applicants will be given a pre-determined amount of time to sign a lease with the owner.

If there are sufficient names remaining in the pool to fill future re-rentals, the applicant pool shall be closed. When the applicant pool is close to being depleted, 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.

The Borough has by ordinance provided that households that live or work in 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.

BOROUGH OF LITTLE FERRY

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic) X Black (non-Hispanic) X Hispanic

☐ American Indian or Alaskan Native ☐ Asian or Pacific Islander ☐ Other group:

3b. **HOUSING RESOURCE CENTER** (www.njhrc.gov) A free, online listing of affordable housing. Listed for the duration of the affirmative marketing process

3c. Commercial Media (required) (Check all that apply)

	DURATION & FREQUENCY OF OUTREACH	**ADVERTISING**	**CIRCLATION AREA**
TARGETS ENTIRE HOUSING REGION 1			
ADDITIONAL ONLINE ADVERTISING			
☒	Listed for the duration of the affirmative marketing process	www.triadhousingprogram.com	Regional
☒	Listed for the duration of the affirmative marketing process	Zillow/Social Media Sites	Regional
TARGETS PARTIAL HOUSING REGION 1			
DAILY NEWSPAPER			
☒	One day paid print ad, plus one week digital ad	Star-Ledger	Northern and Central New Jersey
☒	One day paid print ad, plus one week digital ad	Record, The	Bergen
☒	Press release forwarded at launch of AMP.	Jersey Journal	Hudson
☒	Press release forwarded at launch of AMP.	Herald News	Passaic
☒	Press release forwarded at launch of AMP.	New Jersey Herald	Sussex

BOROUGH OF LITTLE FERRY

TARGETS PARTIAL HOUSING REGION 1			
NON-DAILY NEWSPAPER			
DURATION & FREQUENCY OF OUTREACH		**REGIONAL NEWSPAPERS**	**CIRCLATION AREA**
☒	Press release forwarded at launch of AMP.	Bayonne Community News	Hudson
☒	Press release forwarded at launch of AMP.	Northern Valley Suburbanite	Northern Bergen
☒	Press release forwarded at launch of AMP.	Teaneck Suburbanite	Teaneck, Bergen
☒	Press release forwarded at launch of AMP.	Twin Boro News	Northern Bergen
☒	Press release forwarded at launch of AMP.	Shopper News	Bergen
☒	Press release forwarded at launch of AMP.	The Ramsey Reporter	Ramsey, Bergen
☒	Press release forwarded at launch of AMP.	The Town Journal	Franklin Lakes, Bergen
☒	Press release forwarded at launch of AMP.	The Village Gazette	Ridgewood, Bergen
☒	Press release forwarded at launch of AMP.	Messenger	Garfield, Bergen
☒	Press release forwarded at launch of AMP.	Observer	Hasbrouck Heights, Bergen
☒	Press release forwarded at launch of AMP.	Weekly News	Hasbrouck Heights, Bergen
☒	Press release forwarded at launch of AMP.	Hawthorne Press	Hawthorne, Passaic
☒	Press release forwarded at launch of AMP.	Journal America	Passaic
☒	Press release forwarded at launch of AMP.	Hoboken Reporter	Hoboken, Hudson
☒	Press release forwarded at launch of AMP.	Hudson Current	Hudson
☒	Press release forwarded at launch of AMP.	Jersey City Register	Hudson
☒	Press release forwarded at launch of AMP.	The Shoppers' Friend	Sussex

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☒	Press release forwarded at launch of AMP.	The Commercial Leader	Lyndhurst, Bergen
☒	Press release forwarded at launch of AMP.	North Bergen Register	Hudson
☒	Press release forwarded at launch of AMP.	Secaucus Reporter	Secaucus, Hudson
☒	Press release forwarded at launch of AMP.	Weehawken Reporter	Weehawken, Hudson
☒	Press release forwarded at launch of AMP.	West New York/Union City Reporter	West New York/Union City, Hudson
☒	Press release forwarded at launch of AMP.	Observer	Hudson
☒	Press release forwarded at launch of AMP.	The Commercial Leader	Lyndhurst, Bergen
☒	Press release forwarded at launch of AMP.	The Leader Free Press	Lyndhurst, Bergen
☒	Press release forwarded at launch of AMP.	News Leader of Rutherford	Rutherford, Bergen
☒	Press release forwarded at launch of AMP.	North Arlington Leader	North Arlington, Bergen
☒	Press release forwarded at launch of AMP.	Our Town	Maywood, Bergen
☒	Press release forwarded at launch of AMP.	The Ridgewood Times – Zone 2	Midland Park/Ridgewood, Bergen
☒	Press release forwarded at launch of AMP.	The Villadom Times Midland Park	Midland Park/Ridgewood, Bergen

	DURATION & FREQUENCY OF OUTREACH	**BROADCASTERS**	**BROADCAST AREA**
☒	Press release forwarded at launch of AMP.	2 WCBS-TV CBS, Broadcasting Inc.	NYC Metropolitan Area
☒	Press release forwarded at launch of AMP.	4 WNBC NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area
☒	Press release forwarded at launch of AMP.	5 WNYW Fox Television Stations, Inc. (News Corp.)	NYC Metropolitan Area
☒	Press release forwarded at launch of AMP.	7 WABC-TV American Broadcasting Companies, Inc (Disney)	NYC Metropolitan Area

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☒	Press release forwarded at launch of AMP.	11 WPIX WPIX, Inc. (Tribune)	NYC Metropolitan Area
☒	Press release forwarded at launch of AMP.	13 WPIX, Inc. (Tribune) Educational Broadcasting Corporation	NYC Metropolitan Area
☒	Press release forwarded at launch of AMP.	25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	NYC Metropolitan Area
☒	Press release forwarded at launch of AMP.	31 WPXN-TV Paxson Communications License Company, LLC	NYC Metropolitan Area
☒	Press release forwarded at launch of AMP.	41 WXTV WXTX License Partnership, G.P. (Univision Communications Inc.)	NYC Metropolitan Area, Spanish-language
☒	Press release forwarded at launch of AMP.	47 WNJU NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area, Spanish-language
☒	Press release forwarded at launch of AMP.	50 WNJN New Jersey Public Broadcasting Authority	New Jersey
☒	Press release forwarded at launch of AMP.	62 WRNN-TV WRNN License Company, Llc	Hudson Valley
☒	Press release forwarded at launch of AMP.	63 WMBC-TV Mountain Broadcasting Corporation	Northern New Jersey, Various ethnic
☒	Press release forwarded at launch of AMP.	66 WFME-TV Family Stations Of New Jersey, Inc.	Northern New Jersey, Christian
☒	Press release forwarded at launch of AMP.	68 WFUT-TV Univision New York LLC.	NYC Metropolitan Area, Spanish-language
☒	Press release forwarded at launch of AMP.	8 WTNH WTNH Broadcasting, Inc. (LIN TV Corp.)	Bergen
☒	Press release forwarded at launch of AMP.	49 WEDW Connecticut Public Broadcasting, Inc.	Bergen
☒	Press release forwarded at launch of AMP.	17 WEBR-CA K Licensee, Inc.	Bergen, Hudson (Christian)
☒	Press release forwarded at launch of AMP.	26 WNXY-LP Island Broadcasting Company	Bergen, Hudson
☒	Press release forwarded at launch of AMP.	32 WXNY-LP	Bergen, Hudson
☒	Press release forwarded at launch of AMP.	Island Broadcasting Company	Bergen, Hudson
☒	Press release forwarded at launch of AMP.	35 WNYX-LP Island Broadcasting Company	Bergen, Hudson
☒	Press release forwarded at launch of AMP.	39 WNYN-LP Island Broadcasting Company	Bergen, Hudson (Spanish)

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☒	Press release forwarded at launch of AMP.	21 WLIW Educational Broadcasting Corporation	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	60 W60AI Ventana Television, Inc.	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	6 WNYZ-LP Island Broadcasting Co.	Bergen, Sussex
☒	Press release forwarded at launch of AMP.	22 WMBQ-CA Renard Communications Corp.	Hudson
☒	Press release forwarded at launch of AMP.	34 WPXO-LP Paxson Communications License Company, LLC	Hudson
☒	Press release forwarded at launch of AMP.	42 WKOB-LP Nave Communications, LLC.	Hudson (Christian)
☒	Press release forwarded at launch of AMP.	3 WBQM-LP Renard Communications Corp.	Hudson, Sussex
☒	Press release forwarded at launch of AMP.	52 WNJT New Jersey Public Broadcasting Authority	Hudson, Sussex
☒	Press release forwarded at launch of AMP.	28 WBRE-TV Nexstar Broadcasting, Inc.	Passaic, Sussex
☒	Press release forwarded at launch of AMP.	36 W36AZ New Jersey Public Broadcasting Authority	Passaic, Sussex
☒	Press release forwarded at launch of AMP.	16 WNEP-TV New York Times Co.	Sussex
☒	Press release forwarded at launch of AMP.	22 WYOU Nexstar Broadcasting, Inc.	Sussex
☒	Press release forwarded at launch of AMP.	23 W23AZ Centenary College	Sussex
☒	Press release forwarded at launch of AMP.	38 WSWB Mystic Television of Scranton Llc	Sussex
☒	Press release forwarded at launch of AMP.	39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Sussex
☒	Press release forwarded at launch of AMP.	44 WVIA-TV Ne Pa Ed Tv Association	Sussex
☒	Press release forwarded at launch of AMP.	49 W49BE New Jersey Public Broadcasting Authority	Sussex
☒	Press release forwarded at launch of AMP.	56 WOLF-TV Wolf License Corp	Sussex
☒	Press release forwarded at launch of AMP.	60 WBPH-TV Sonshine Family Television Corp	Sussex

BOROUGH OF LITTLE FERRY

☒	Press release forwarded at launch of AMP.	64 WQPX Paxson Communications License Company, Llc (Ion Media Networks)	Sussex
☒	Press release forwarded at launch of AMP.	69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Sussex

DURATION & FREQUENCY OF OUTREACH		CABLE PROVIDERS	BROADCAST AREA
TARGETS PARTIAL HOUSING REGION 1			
☒	Press release forwarded at launch of AMP.	Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
☒	Press release forwarded at launch of AMP.	Comcast of the Meadowlands	Partial Bergen
☒	Press release forwarded at launch of AMP.	Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
☒	Press release forwarded at launch of AMP.	US Cable of Paramus-Hillsdale	Partial Bergen
☒	Press release forwarded at launch of AMP.	Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
☒	Press release forwarded at launch of AMP.	Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
☒	Press release forwarded at launch of AMP.	Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
☒	Press release forwarded at launch of AMP.	Cablevision of Oakland, Paterson	Partial Passaic
☒	Press release forwarded at launch of AMP.	Hometown Online	Partial Passaic
☒	Press release forwarded at launch of AMP.	Cable Vision of Morris, Warwick	Partial Sussex
☒	Press release forwarded at launch of AMP.	Hometown Online	Partial Sussex
☒	Press release forwarded at launch of AMP.	Service Electric Broadband Cable	Partial Sussex
☒	Press release forwarded at launch of AMP.	Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
☒	Press release forwarded at launch of AMP.	Comcast of the Meadowlands	Partial Bergen
☒	Press release forwarded at launch of AMP.	Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen

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☒	Press release forwarded at launch of AMP.	US Cable of Paramus-Hillsdale	Partial Bergen
☒	Press release forwarded at launch of AMP.	Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
☒	Press release forwarded at launch of AMP.	Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
☒	Press release forwarded at launch of AMP.	Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
☒	Press release forwarded at launch of AMP.	Cablevision of Oakland, Paterson	Partial Passaic
☒	Press release forwarded at launch of AMP.	Hometown Online	Partial Passaic
☒	Press release forwarded at launch of AMP.	Cable Vision of Morris, Warwick	Partial Sussex
☒	Press release forwarded at launch of AMP.	Hometown Online	Partial Sussex
☒	Press release forwarded at launch of AMP.	Service Electric Broadband Cable	Partial Sussex
☒	Press release forwarded at launch of AMP.	Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
☒	Press release forwarded at launch of AMP.	Comcast of the Meadowlands	Partial Bergen
☒	Press release forwarded at launch of AMP.	Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
☒	Press release forwarded at launch of AMP.	US Cable of Paramus-Hillsdale	Partial Bergen
☒	Press release forwarded at launch of AMP.	Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
☒	Press release forwarded at launch of AMP.	Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
☒	Press release forwarded at launch of AMP.	Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
☒	Press release forwarded at launch of AMP.	Cablevision of Oakland, Paterson	Partial Passaic
☒	Press release forwarded at launch of AMP.	Hometown Online	Partial Passaic
☒	Press release forwarded at launch of AMP.	Cable Vision of Morris, Warwick	Partial Sussex

☒	Press release forwarded at launch of AMP.	Hometown Online	Partial Sussex
☒	Press release forwarded at launch of AMP.	Service Electric Broadband Cable	Partial Sussex

	DURATION & FREQUENCY OF OUTREACH	REGIONAL RADIO STATIONS	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF AUDIENCE
TARGETS ENTIRE HOUSING REGION 1			
AM			
☒	Press release forwarded at launch of AMP.	WFAN 660	
☒	Press release forwarded at launch of AMP.	WOR 710	
☒	Press release forwarded at launch of AMP.	WABC 770	
☒	Press release forwarded at launch of AMP.	WCBS 880	
☒	Press release forwarded at launch of AMP.	WBBR 1130	
FM			
☒	Press release forwarded at launch of AMP.	WFNY-FM 92.3	
☒	Press release forwarded at launch of AMP.	WPAT-FM 93.1	Spanish
☒	Press release forwarded at launch of AMP.	WNYC-FM 93.9	
☒	Press release forwarded at launch of AMP.	WFME 94.7	Christian
☒	Press release forwarded at launch of AMP.	WPLJ 95.5	
☒	Press release forwarded at launch of AMP.	WQXR-FM 96.3	
☒	Press release forwarded at launch of AMP.	WQHT 97.1	
☒	Press release forwarded at launch of AMP.	WSKQ-FM 97.9	Spanish
☒	Press release forwarded at launch of AMP.	WAWZ 99.1	Christian

☒	Press release forwarded at launch of AMP.	WBAI 99.5	
☒	Press release forwarded at launch of AMP.	WHTZ 100.3	
☒	Press release forwarded at launch of AMP.	WHUD 100.7	
☒	Press release forwarded at launch of AMP.	WCBS-FM 101.1	
☒	Press release forwarded at launch of AMP.	WQCD 101.9	
☒	Press release forwarded at launch of AMP.	WNEW 102.7	
☒	Press release forwarded at launch of AMP.	WKTU 103.5	
☒	Press release forwarded at launch of AMP.	WAXQ 104.3	
☒	Press release forwarded at launch of AMP.	WWPR-FM 105.1	
☒	Press release forwarded at launch of AMP.	WLTW 106.7	
☒	Press release forwarded at launch of AMP.	WBLS 107.5	
TARGETS PARTIAL HOUSING REGION 1			
AM			
☒	Press release forwarded at launch of AMP.	WEEX 1230	Bergen
☒	Press release forwarded at launch of AMP.	WKDM 1380	Bergen, Hudson (Chinese/ Mandarin)
☒	Press release forwarded at launch of AMP.	WMCA 570	Bergen, Hudson, Passaic (Christian)
☒	Press release forwarded at launch of AMP.	WNYC 820	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WRKL 910	Bergen, Hudson, Passaic (Polish)
☒	Press release forwarded at launch of AMP.	WPAT 930	Bergen, Hudson, Passaic (Caribbean, Mexican, Mandarin)
☒	Press release forwarded at launch of AMP.	WWDJ 970	Bergen, Hudson, Passaic (Christian)

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☒	Press release forwarded at launch of AMP.	WINS 1010	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WEPN 1050	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WVNJ 1160	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WLIB 1190	Bergen, Hudson, Passaic (Christian)
☒	Press release forwarded at launch of AMP.	WADO 1280	Bergen, Hudson, Passaic (Spanish)
☒	Press release forwarded at launch of AMP.	WWRV 1330	Bergen, Hudson, Passaic (Spanish)
☒	Press release forwarded at launch of AMP.	WNSW 1430	Bergen, Hudson, Passaic (Portuguese)
☒	Press release forwarded at launch of AMP.	WZRC 1480	Bergen, Hudson, Passaic (Chinese/Cantonese)
☒	Press release forwarded at launch of AMP.	WQEW 1560	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WWRL 1600	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WWRU 1660	Bergen, Hudson, Passaic (Korean)
☒	Press release forwarded at launch of AMP.	WMTR 1250	Passaic
☒	Press release forwarded at launch of AMP.	WGHT 1500	Passaic
☒	Press release forwarded at launch of AMP.	WNNJ 1360	Sussex
FM			
☒	Press release forwarded at launch of AMP.	WSOU 89.5	Bergen, Hudson
☒	Press release forwarded at launch of AMP.	WCAA 105.9	Bergen, Hudson (Latino)
☒	Press release forwarded at launch of AMP.	WBGO 88.3	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WFDU 89.1	Bergen, Hudson, Passaic

☒	Press release forwarded at launch of AMP.	WKCR-FM 89.9	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WNYU-FM 89.1	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WFUV 90.7	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WFMU 91.1	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WNYE 91.5	Bergen, Hudson, Passaic
☒	Press release forwarded at launch of AMP.	WRKS 98.7	Bergen, Hudson, Sussex
☒	Press release forwarded at launch of AMP.	WRTN 93.5	Bergen, Hudson, Sussex
☒	Press release forwarded at launch of AMP.	WHCR-FM 90.3	Bergen, Passaic
☒	Press release forwarded at launch of AMP.	WPSC-FM 88.7	Passaic
☒	Press release forwarded at launch of AMP.	WRHV 88.7	Passaic
☒	Press release forwarded at launch of AMP.	WNJP 88.5	Sussex
☒	Press release forwarded at launch of AMP.	WNTI 91.9	Sussex
☒	Press release forwarded at launch of AMP.	WCTO 96.1	Sussex
☒	Press release forwarded at launch of AMP.	WSUS 102.3	Sussex
☒	Press release forwarded at launch of AMP.	WNNJ-FM 103.7	Sussex
☒	Press release forwarded at launch of AMP.	WDHA -FM 105.5	Sussex
☒	Press release forwarded at launch of AMP.	WHCY 106.3	Sussex
☒	Press release forwarded at launch of AMP.	WWYY 107.1	Sussex
3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that apply)			

BOROUGH OF LITTLE FERRY

		PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF AUDIENCE
TARGETS ENTIRE HOUSING REGION 1				
Bi-weekly				
☒	Press release forwarded at launch of AMP.	Al Manassah		Arab-American
Monthly				
☒	Press release forwarded at launch of AMP.	Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL HOUSING REGION 1				
Daily				
☒	Press release forwarded at launch of AMP.	24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
☒	Press release forwarded at launch of AMP.	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
☒	Press release forwarded at launch of AMP.	La Voz	Hudson, Union, Middlesex Counties	Cuban community
☒	Press release forwarded at launch of AMP.	Italian Tribune	North Jersey/NYC area	Italian community
☒	Press release forwarded at launch of AMP.	Jewish Standard	Bergen, Passaic, Hudson Counties	Jewish community
☒	Press release forwarded at launch of AMP.	El Especialito	Union City	Spanish-Language
☒	Press release forwarded at launch of AMP.	El Nuevo	Hudson County	Spanish-Language
☒	Press release forwarded at launch of AMP.	La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greeebrook, Linden, Lyndenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language

☒	Press release forwarded at launch of AMP.	Su Guia	Bergen and Passaic	Spanish-Language
☒	Press release forwarded at launch of AMP.	Banda Oriental Latinoamérica	North Jersey/NYC area	South American 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)

BERGEN COUNTY

Hackensack University Medical Center	30 Prospect Ave, Hackensack, NJ 07601
Professional Employer Group Service	2050 Center Ave Ste 336 Fort Lee, NJ 07024
County of Bergen, NJ	1 Bergen County Plaza Hackensack, NJ 07601
Society of the Valley Hospital	223 N Van Dien Ave Ridgewood, NJ 07450
NJ Sports & Expo Authority	50 State Highway 1 20 East Rutherford, NJ 07073
Merck-Medco Managed Care LLC	100 Parsons Pond Dr. Franklin Lakes, NJ 07417
Quest Diagnostics Incorporated	1 Malcolm Ave Teterboro, NJ 07608
AT&T	15 E Midland Ave Paramus, NJ 07652
Englewood Hospital and Medical Center	350 Engle St. Englewood, NJ 07631
Aramark Svcs Management of NJ Inc	50 Route 1 20 East Rutherford, NJ 07073
Holy Name Hospital	718 Teaneck Road Teaneck 07666
Doherty Enterprises Inc	7 Pearl Ct Allendale, NJ 07401
Bergen Regional Medical Center	230 East Ridgewood Ave Paramus, NJ 07652
Inserra Supermarkets, Inc.	20 Ridge Rd Mahwah, NJ 07430
Howmedica Osteonics Corp	59 Route 17 Allendale, NJ 07401
Becton Dickinson & Company Corp	1 Becton Dr. Franklin Lakes, NJ 07417
Pearson Education, Inc.	1 Lake St. Upper Saddle River, NJ 07458

HUDSON COUNTY

United Parcel Service Inc. NY Corp	492 County Ave. Secaucus, NJ 07094
USPS	80 County Road, Jersey City, NJ 07097
Liz Claiborne Inc.	1 Claiborne Ave, North Bergen, NJ 07047
Credit Suisse First Boston LLC	1 Pershing Plz Jersey City, NJ 07097
HealthCare Staffing and Consult	26 Journal Square, Jersey City, NJ 07097
Ritter Sysco Food Service	20 Theodore Conrad Dr. Jersey City, NJ 07097
Jersey City Medical Center Inc.	50 Grand St, Secaucus NJ 07094
Marsh USA Inc.	121 River St, Hoboken, NJ 07030
National Retail Systems Inc.	2820 1 6th St North Bergen, NJ 07047
Community Corrections Corp	Lincoln Hwy Kearny, NJ 07032
Marine Personnel & Provisioning Inc.	1200 Harbor Blvd Weehawken 07086

BOROUGH OF LITTLE FERRY

Port Authority of NY and NJ	241 Erie St. Jersey City & 120 Academy St. Jersey City,NJ 07097
Christ Hospital Health Service	176 Palisade Ave, Jersey City, NJ 07097
Bayonne Hospital	29th Street and Ave E, Bayonne, NJ 07002
Salson Logistics Inc.	2100 88th St. and 7373 West Side Ave, North Bergen, NJ
National Financial Service	1000 Plaza, Jersey City, NJ 07097
Fleet NJ Company Development Corp.	10 Exchange Place, Jersey City, NJ 07097
Maidenform Inc	154 Ave E, Bayonne, NJ 07002
Lord Abbett & Company	90 Hudson City, Jersey City, NJ 07097
Liberty Health Plan Inc.	50 Baldwin Ave Jersey City, NJ 07097
Port Imperial Ferry Corp.	Pershing Rd Secaucus NJ 07094
Hudson News	1305 Paterson Plank Rd1 North Bergen, NJ 07047
Palisades General Hospital	7600 River Rd North Bergen, NJ 07047
Equiserve Inc.	525 Washington Blvd Jersey City, NJ 07097
Ciricorp Data Systems Incorporated	1919 Park Ave Secaucus NJ 07094
Meadowlands Hospital Medical Center	Meadowlands Pkwy Secaucus NJ 07094
Retailers & Manufacturers Dist Marking Serv.	50 Metro Way Secaucus NJ 07094
Dynamic Delivery Corp	125 Pennsylvania Ave Kearny, NJ 07032
Bowne Business Communications Inc.	215 County Ave Secaucus NJ 07094
North Hudson Community Action Corp.	5301 Broadway West New York, NJ 07093
Goya Foods Inc.	100 Seaview Dr. Secaucus NJ 07094
Cristi Cleaning Service	204 Paterson Plank Rd Union, NJ 07083

PASSIAC COUNTY

D&E Pharmaceutical Co.	206 Macoprin Rd Bloomingdale, NJ 07403
Acme Markets	467 AII Wood Rd Clifton, NJ 07012
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
St. Joseph's Hospital	703 Main St. Paterson, NJ 07503
BAE Systems	164 Totowa Rd, Wayne, NJ 07470
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 07890
Andover Subocute and Rehab Center	99 Mulford Rd Bldg 2, Andover, NJ 07848
Mountain Creek Resorts	200 State Rt 94, Vernon, NJ 07462

BOROUGH OF LITTLE FERRY

County of Sussex	One Spring Street, Newton, NJ 07860
Newton Memorial Hospital Inc.	175 High St, Newton, NJ 07461
Vernon Township Board of Education	539 State Rt 515, Vernon, NJ 07462
F.O. Phoenix (Econo-Pok)	1 Wiebel Plz, Sussex, NJ 07461
Hopatcong Board of Education	2 Windsor Ave, Hopatcong, NJ 07843
Saint Clare's Hospital	20 Walnut St, Sussex, NJ 07461
Ames Rubber Corp	19 Ames Blvd, Homburg, NJ 07461

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)

Fair Share Housing Center	1 Ethel Lawrence Blvd, Mt Laurel Township, NJ 08054
New Jersey State Conference of the NAACP	15 W Front Street Trenton, NJ 08608
Latino Action Network	Freehold, NJ 07728
Bergen County NAACP	17 Bennett Rd, Englewood, NJ 07631
Passaic Resource Network	3 Garret Mountain Plaza, Suite 200, Woodland Park, NJ 07424
Fair Housing Council of Northern New Jersey	131 Main St #140, Hackensack, NJ 07601
Supportive Housing Association	185 Valley St, South Orange, NJ 07079
Passaic County NAACP	114 Prospect St., Passaic, NJ 07055
Bergen County Urban League	12 Tenafly Rd #104 Englewood, NJ 07631
Greater Bergen County Housing Coalition	31 6 State Street, Hackensack, NJ 07601
Supportive Housing Association of NJ	185 Valley Street, South Orange, NJ 07079

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 apply)

Bergen County Administration Building	One Bergen County Plaza, Hackensack, NJ 07601 (201)336-6000
Passaic County Administration Building	401 Grand Street, Paterson, NJ 07505 (973)225-3632
Sussex County Administrative Center	1 Spring St #1, Newton, NJ 07860 (973)579-0200
Hudson County Administration Building	595 Newark Avenue, Jersey City, NJ 07306 (201)795-6100

IV. APPLICATIONS

4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)

Borough of Little Ferry, Attn: Municipal Housing Liaison
215-217 Liberty St, Little Ferry, NJ 07643, 201.641.9234

Little Ferry Library
239 Liberty St, Little Ferry, NJ 07643, Tel: (201) 641-3721

4c. Sales/Rental Office for units (if applicable):

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

Marc Leckington
Marc Leckington, Triad Associates
Administrative Agent for the Borough of Little Ferry

November 30, 2022
November 30, 2022

M.

Spending Plan

Affordability Assistance Manual

Affordability Assistance Manual to be provided separately

Clarke Caton Hintz

Introduction

The Borough of Little Ferry has prepared a Third Round Housing Element and Fair Share Plan (HEFSP) pursuant to a Settlement Agreement with Fair Share Housing Center, dated August 2, 2022, that established the Borough's three-part Third Round affordable housing obligation. The Settlement Agreement requires the Borough to prepare and adopt a Spending Plan that sets forth how the Borough will spend its affordable housing trust funds in support of its Court-approved affordable housing compliance plan.

Little Ferry adopted a development fee ordinance in 2008, creating a dedicated revenue source for affordable housing and establishing the Borough's affordable housing trust fund, for which this Spending Plan is prepared. The ordinance, which will be updated to conform to recent Court rulings, sets development fees at 1.5% and 2.5% of equalized assessed property value, for residential development and non-residential development, respectively. In 2011 the Borough adopted a Spending Plan and petitioned the Court to transmit the Spending Plan to COAH for approval; however, COAH never took action on the 2011 Spending Plan.

As of June 30, 2022, the Borough has collected a total of $282,567.09 in development fees and interest, and has expended $6,081.00 in administrative expenditures, for a balance in the account of $276,486.09. All development fees, payments in lieu of constructing affordable units on site, other income, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund account at Valley National Bank for affordable housing purposes. These funds will be spent in accordance with *N.J.A.C.* 5:93-8.16, as described in the sections that follow.

The Borough requests the Court's approval of this Spending Plan, and in doing so acknowledges that the expenditures of funds contemplated under the Borough's Housing Element and Fair Share Plan and Spending Plan constitute a "commitment" for expenditure pursuant to *N.J.S.A.* 52:27D-329.2 and -329.3, with the four-year time period for expenditure beginning to run with the entry of a final judgment approving the Borough's HEFSP and Spending Plan in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563).

Revenues for Certification Period

To calculate a projection of revenue anticipated during the period of Third Round Judgement of Repose (JoR), the Borough considered the following:

(a) Development fees: $438,865

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the Planning and Zoning Board for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL): $0
Actual and committed payments-in-lieu of construction from developers. The Borough does not anticipate any revenues from PILs over the JoR period.

(c) Other funding sources: $0

The Borough does not anticipate future funds from this category at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Borough's affordable housing trust fund are anticipated to come from development fees and interest.

(d) Projected interest: $1,420

Based on the current average interest rate, interest earned in recent years, and projected rates of development fee revenue, the Borough anticipates collecting $1,420 in interest through 2025.

Year / Source of Funds	To Date	7/22-12/22	2023	2024	1/25-6/25	Total
Development Fees Imposed on Approved Projects	$276,486 STARTING BALANCE (June 30, 2022)	$29,165				$29,165
Development Fees on Projects Currently Seeking Approval		$103,700*				$103,700
Projected Development Fees		$51,000	$102,000	$102,000	$51,000	$306,000
Interest		$235	$475	$475	$235	$1,420
Total		***$184,100***	***$102,475***	***$102,475***	***$51,235***	***$440,285***

* The Borough is in litigation with the developer of 16 homes on Bares Court over development fees owed, hence these are listed as seeking approval pending the outcome of litigation.

Source of Funds – Housing Trust Fund July 2022 through June 2025

The Borough projects a total of $440,285 in revenue to be collected between July 2022 and June 2025, from residential and non-residential development fees and accrued interest. Development fees are projected based on historic development fee receipts, expected development patterns, and recently approved residential subdivisions. Because the Borough is almost completely developed and much of its land is within the FEMA flood zone, it anticipates future residential fee-generating development to come primarily in the form of additions and replacements.

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:

(a) Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations, which follow COAH administrative models for both residential and non-residential developments, and in accordance with *N.J.S.A.* 40:55D-8.1 through 8.7.

(b) Distribution of development fee revenues:

Requests for distribution of funds will first be made to the Borough Administrator for eligible activities and will be further evaluated and recommended for payment to the Borough Chief Financial Officer (CFO). The request for funds will detail the amount requested, the beneficiary of the distribution, the use of funds and the timeline for distribution. In this request for funds and determination of eligible activities the municipal staff may be assisted by the Borough Attorney, or Special Counsel for affordable housing matters. Upon examination and approval, the Borough Administrator will transmit the request to the CFO of the municipality. If sufficient funds are available, the requested amount will be brought before the Borough Council for approval and the amount encumbered in the affordable housing trust fund by the CFO and/or his/her designee. Borough Council approval may take one of any number of forms, including resolution authorizing the expenditure of funds, inclusion of the amount on a bill list for approval, or any other mechanism allowed by statute or rule for the dispersal of funds. Once approved, the payment will be made by the CFO and/or his/her designee to the designated individual or organization and the proper notation made in the affordable housing trust fund.

Anticipated Use of Affordable Housing Funds

(a) Rehabilitation: $350,000

The Borough has agreed as part of its Settlement Agreement with Fair Share Housing Center to establish a municipally administered Rehabilitation

program. Accordingly, it will dedicate $350,000 in trust funds toward the rehabilitation of up to 28 units via the Borough program. All rehabilitated units will comply with *N.J.A.C.* 5:93-5.2(b), which defines a substandard unit as "a unit with health and safety code violations that require the repair or replacement of a major system." Major systems include weatherization, roofing, plumbing, heating electricity, sanitary plumbing, lead paint abatement and/or load bearing structural systems. All rehabilitated units must meet the applicable construction code. All rehabilitated units must be occupied by low- or moderate-income households and subject to 10-year affordability controls, which are placed on the property in the form of a lien or deed restriction. All rehabilitations must have a minimum average hard cost of $10,000.

(b) Affordability Assistance (*N.J.A.C.* 5:93-8.16(c)): $234,363

The Borough is required to spend a minimum of 30% of development fee revenue and interest to render existing affordable units more affordable, and at least one-third of that amount must be dedicated to very low-income households (i.e. households earning less than 30 percent of the regional median income) or to create very low-income units. The actual required amount is calculated as follows:

Projected minimum affordability assistance requirement

Actual development fees and interest thru June 30, 2022		$282,567
Development fees projected July 2022 – June 2025	+	$438,865
Interest projected July 2022 – June 2025	+	$1,420
Total	**=**	**$722,852**
30 percent requirement	x 0.30 =	$216,856
Less Affordability Assistance expenditures to date	-	$0
PROJECTED MINIMUM Affordability Assistance Requirement	=	***$216,856***
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement	÷ 3 =	***$72,285***

Based on fees and interest collected through June 30, 2022, and projected revenues through June 30, 2025, the Borough must dedicate at least $216,856 from the affordable housing trust fund to render units more affordable, including $72,285 to render units more affordable to households earning 30% or less of area median income. It may use a variety of vehicles to do this, including but not limited to the following:

- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Low interest loans;
- Assistance with homeowners association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units or creating new very-low income units, etc.

The Borough proposed to expend a total of $234,363 in affordability assistance, as follows:

Rental Assistance: $109,363
The Borough will dedicate $109,363 toward rental assistance for families moving into the affordable rental units currently being constructed at the Meridia and Regan Development projects in the Borough, or to the current or new tenants in the two Royale Realty units. The program will pay one month's rent to the landlord on behalf of the tenant, up to a maximum of $1,500 per unit. Priority will be given to very low-income tenants, in order to ensure that the Borough meets its minimum very low-income affordability expenditure. The operating manual for the program may be found as an appendix to this Spending Plan.

Additional Low- and Very Low-Income Units: $125,000
The Borough will dedicate $125,000 to use as subsidies to developers of affordable units pursuant to either any of the Borough's inclusionary overlay zones or its mandatory Borough-wide affordable housing set-aside, to encourage the production of more than the minimum required number of low- and very low-income family units in order to make up the shortfall in low- and very low-income family units discussed in the HEFSP. At least

$60,000 of this will be for development of very low-income units. The amount of the subsidy to be provided to each developer will be the subject of a development agreement.

(c) Administrative Expenses (*N.J.A.C.* 5:93-8.16(e)): $138,489

The Borough may use affordable housing trust fund revenue for related administrative costs up to a 20% limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues.

Projected Administrative Expenses

Actual development fees and interest thru June 30, 2022		$282,567
Development fees projected July 2022 – June 2025	+	$438,865
Interest projected July 2022 – June 2025	+	$1,420
Total	=	**$722,852**
20 percent maximum permitted administrative expenditures	x 0.20 =	$144,570
Less administrative expenditures through June 30, 2022	–	$6,081
Projected allowed administrative expenditures	=	***$138,489***

The Borough projects that $138,489 may be available from the affordable housing trust fund to be used for administrative purposes through June 2025, although only $50,432 is currently available based on development fee revenues collected through June 30, 2022 less administrative funds already expended. The Borough will not expend trust funds on administrative costs in excess of 20% of revenues collected.

Projected administrative expenditures, subject to the 20% cap, are as follows:

- Borough Attorney, Engineer, Planner and Administrative Agent fees related to plan preparation and implementation;
- Rehabilitation program administration fees, if required.

Expenditure Schedule

The Borough intends to use affordable housing trust fund revenues for the creation of affordable senior rental units and very-low income special needs units. Where applicable, the funding schedule below will parallel the implementation schedule to be set forth in the Housing Element and Fair Share Plan and is summarized as follows.

Projected Expenditure Schedule 2022 Through 2025

Program	Units	7-12/ 2022	2023	2024	1-6/ 2025	Total
Rehabilitation	28		$150,000	$150,000	$50,000	**$350,000**
Affordability Assistance						
Rental Assistance			*$50,000*	*$50,000*	*$9,363*	***$109,363***
Low- and Very Low-Income Unit Assistance	4 to 5		*$50,000*	*$50,000*	*$25,000*	***$125,000***
Administration		$50,000	$50,000	$20,000	$18,489	**$138,489**
TOTAL		***$50,000***	***$300,000***	***$270,000***	***$102,852***	***$722,852***

Excess or Shortfall of Funds

While no shortfall of funds is anticipated, the Borough commits to funding all programs detailed in this Spending Plan, including by using other municipal funding. Should a shortfall occur between now and the end of the period of repose that cannot be covered by other municipal sources, the Borough commits to adopting a resolution of intent to bond to cover such shortfall. Any excess in funds collected over what has been projected will be dedicated to additional affordability assistance to the extent required, and toward the Borough's Rehabilitation program as available.

Summary

The Borough intends to spend affordable housing trust fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in its 2022 Housing Element and Fair Share Plan. As of June 30, 2022, the Borough had a balance of $282,567 . The Borough anticipates an additional $440,285 in development fees and interest to be collected between July 1, 2022 and June 30, 2025, for a total of $722,852 in available funds. The Borough will spend up to$350,000 on its Rehabilitation program and $234,363 on a rental assistance program and to make units more affordable to low- and very low-income households. The Borough may also expend up to $138,489 of trust funds on administrative costs during the period of repose.

Spending Plan Summary

Revenues	
Balance as of June 30, 2022	$282,567
Projected Revenue from July 2022 through June 2025	$440,285
1. Development fees	+ *$438,865*
2. Payments in lieu of construction	+ *$0*
3. Other funds	+ *$0*
Interest	+ *$1,420*
Total Projected Revenue	= ***$722,852***
Expenditures	
Funds used for Rehabilitation	- $350,000
Rental Assistance	- $109,363
Low-Income Unit Assistance	- $125,000
Administration	- $138,489
Total Projected Expenditures	= ***$722,852***
SURPLUS	= **$0**

N.

Water and Sewer Capacity To Serve

Additional documentation to be provided separately

Direct: (201) 807-8664
Fax: (201) 641-8633
Email: ddisalvo@bcua.org

BERGEN COUNTY UTILITIES AUTHORITY

Box 9, Foot of Mehrhof Road, Little Ferry, New Jersey 07643

Dominic L. DiSalvo, P.E., BCEE
Director of Engineering

Via E-mail Only: Eclisham@cchnj.com **November 23, 2022**
Clarke Caton Hintz
Elaine Clisham, PP, AICP
100 Barrack Street
Trenton, NJ 08608

RE: Sanitary Sewer Service Will Serve Request
Borough of Little Ferry – Affordable Housing Obligation Redevelopment

Dear Ms. Clisham,

This is to advise you that wastewater treatment service may be made available to the subject projects (see attached documents) consisting of contemplated affordable housing projects with apartment residential units located in the Borough of Little Ferry, subject to the following conditions:

1. Approval by the Borough of Little Ferry to connect to its public wastewater collection system

2. *Rules and Regulations for the Direct and Indirect Discharge of Wastewater to the Bergen County Utilities Authority Treatments Works* (available online at www.bcua.org)

3. Completion of the required Bergen County Utilities Authority (BCUA) application for sanitary sewer works capacity connection(s) to BCUA water pollution control facilities and payment of applicable fees.

The availability of wastewater treatment works capacity is for the following proposed use at the locations in question.

Location (see attached documents)	Type of Discharge	No. of Units	Total Projected Flow, gpd
Block 49; Lot 14	Residential	22	4,125
Block 14; Lot 9 & Block 38; Lot 5.01	Residential	95	17,850
Block 14; Lot 10	Residential	21	3,900
TOTAL		138 Units	24,821 gpd

Lastly, the availability of capacity at the BCUA treatment works is subject to New Jersey Department of Environmental Protection (NJDEP) rules and regulations, which may prevent the BCUA from approving new sewer connections if a sewer connection construction moratorium or ban is declared. Notwithstanding, treatment works capacity may be reserved upon submission of a

completed NJDEP Treatment Works Approval (TWA) application and endorsement forms, BCUA "Sewer Connection Application," and requisite connection fee.

If you have any questions, please do not hesitate to contact me directly at ddisalvo@bcua.org or 201-807-8664.

Very truly yours,

BERGEN COUNTY UTILITIES AUTHORITY

Dominic L. DiSalvo, P.E., BCEE
Director of Engineering

C: R. Laux, Executive Director, BCUA
R. Wierer, Deputy Executive Director, BCUA
File

Little Ferry Developments



11/22/2022, 2:47:51 PM

- Natural_Color_2020
- Municipal - Sanitary Manholes
- Municipal - Sanitary Gravity Line
- Bergen County Parcels
- Bergen County Municipal Boundaries
- Bergen County Boundary
- Transportation - Roads

1:2,257

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

Project definition, funding requests, and data distribution by NJ Office of Information Technology, Office of GIS.

Funding provided by:

BCUA

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