

THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

RUMSON BOROUGH | MONMOUTH COUNTY, NEW JERSEY

APPENDIX

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AGREEMENT TO RESOLVE ISSUES BETWEEN THE BOROUGH OF RUMSON AND FAIR SHARE HOUSING CENTER CONCERNING THE BOROUGH'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE BOROUGH SHALL SATISFY SAME.

In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15

THIS SETTLEMENT AGREEMENT ("Agreement") made this 16th day of January 2020, by and between:

BOROUGH OF RUMSON, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 80 East River Road, Rumson, New Jersey 07760 (hereinafter the "Borough" or "Rumson");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Borough simultaneously sought and ultimately secured an Order protecting Rumson from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by the Borough remains in place as of the date of this Agreement; and

WHEREAS, the Trial Court appointed Francis J. Banisch, III, P.P., A.I.C.P., as the "Special Master" in this case as is customary in Mount Laurel matters; and

WHEREAS, with Mr. Banisch's assistance, Rumson and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the Trial Court, 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 low and moderate income households; and

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

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, do hereby covenant and agree, each with the other, as follows:

Settlement Terms

The Borough and FSHC hereby agree to the following general terms, subject to any relevant conditions set forth in more detail below:

1. Rumson's Rehabilitation Obligation is 29.
2. Rumson's Prior Round (1987-1999) Obligation is 268.
3. Rumson's Gap + Prospective Need or Round 3 (2015-2025) Obligation is 335.
4. FSHC and the Borough agree that Rumson does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the Borough does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends, and is free to take the position before the Court, that the 335-unit Round 3 obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's April 2017 calculation of the Borough's Gap (1999-2015) + Prospective Need (2015-2025) fair share obligations.
5. Pursuant to N.J.A.C. 5:93-4.2, and as confirmed by Special Master Banisch, Rumson has a combined Prior Round and Round 3 Realistic Development Potential (hereinafter "RDP") is 51. This leaves the Borough with a remaining combined Prior Round and Round 3 "unmet need" of 552. See the Borough's Vacant Land Analysis, which is attached hereto as Exhibit A. As indicated in the Vacant Land Analysis, 142 Bingham Avenue is excluded from the RDP as the parcel will be used for conservation purposes as permitted by N.J.A.C. 5:93-4.2(e)5(ii). Within one calendar year of the Court entering a final Judgment of Compliance and Repose, or at the latest within sixteen (16) months of the entry of an order approving the fairness of this Agreement, the Borough shall demonstrate that this site is owned, leased or licensed or in any other manner operated by a county, municipality or tax-exempt, nonprofit organization pursuant to N.J.A.C. 5:93-4.2(e)5(ii). If there is any dispute about the Borough's satisfaction of N.J.A.C. 5:93-4.2(e)5(ii), nothing herein shall preclude the Borough from asserting that the site should be excluded from the vacant land inventory on any other basis or FSHC from asserting it should be included in the vacant land inventory and generate realistic development potential.
6. **Satisfaction of Rehabilitation Obligation:** The Borough will address its Rehabilitation Obligation of twenty-nine (29) by participating in the Monmouth County Rehabilitation Program, or by hiring a separate entity to run a local rehabilitation program. The Borough may also complete a survey prior to a final Compliance Hearing to determine if the number of units in need of rehabilitation can be reduced from the twenty-nine (29) unit obligation.

7. **Satisfaction of the Borough's RDP:** The Borough has a combined Prior Round and Round 3 RDP of 51, which it will satisfy as follows:

Compliance Mechanisms 51 RDP Third Round Obligation (1999-2025)	VL Units	VL Units	Credits	Bonuses	Total
	Senior/SN	Family			
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BCUW (4 SN beds + 10 family rentals)	2	3	14	10	24
North Street: BCUW (4 SN beds + 6 senior rentals)			10		10
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required		Provided
Min. Total Family- 50% of obligation-surplus-bonus			19		19
Min. Very Low Required - 13% of units developed after 7/17/2008			5		5
Min. Very Low Family Required- 50% of Total VL			3		3
Min. Total Rental - 25% of obligation			13		19
Min. Family Rental - 50% of total rental			7		13
Maximum Senior - 25% of obligation			12		6

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale unit from an existing house located at 19 North Street (Block 46, Lot 15).
- ii. One (1) low-income for-sale affordable family unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

□ **Nine (9) Proposed Market To Affordable Units:** The Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024. In the event the Borough has not met the July 1, 2022 deadline for five (5) units, it agrees to identify in writing the alternative compliance mechanisms for the remainder of the nine (9) family units within three (3) months of the July 1, 2022 date. The compliance mechanism shall be one hundred percent (100%) affordable development if the market-to-affordable program does not provide the units by July 1, 2022. Construction of the replacement one hundred (100%) affordable units shall start within one year of

the July 1, 2022 date and be completed by July 1, 2024. The Borough agrees to take whatever steps are needed to ensure that all nine (9) units are completed and available for occupancy on or before July 1, 2024.

- **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:** One (1) low-income affordable family rental unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.
- **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:** The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered two (2) affordable family rental units.
- **Fourteen (14) Unit One Hundred Percent (100%) Affordable Carton Street Project:** This project, located on Carton Street (Block 59, Lot 10), will be constructed and run by a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust Fund. The Borough will enter into a settlement agreement with Yellow Brook, which will allow for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Yellow Brook will convey the Carton Street site to the Borough as part of its settlement agreement with the Borough, and the Borough will turn the site over to a non-profit to facilitate this project. The parties agree as follows with regard to the timing of this development:
 - o This development is a hybrid one hundred percent (100%) affordable development and inclusionary development. Five (5) of the units are not attributable to, and will not be funded by, Yellow Brook. Nine (9) of the units are off-site units that will be substantially, if not entirely, funded by the Yellow Brook inclusionary development. In view of the unique characteristic of this development, the parties in this Agreement agree to a modified approach for timing of the development.
 - o With regard to the five (5) affordable units that are not going to be funded by Yellow Brook, Rumson agrees to ensure that construction starts on those five (5) units within two (2) years of the Court's issuance of an order approving this Agreement. Construction shall be completed within three (3) years of the Court's issuance of an order approving this Agreement. This deadline shall not be extended for any reason related to the Yellow Brook development. The Borough's obligation to provide a realistic

opportunity for these five (5) units exists independent of the Yellow Brook development.

- o With regard to the nine (9) units that are going to be funded by the Yellow Brook inclusionary developments, the parties agree that the timing of these developments is linked to the inclusionary units as follows:

- Yellow Brook has agreed to provide payments in lieu of affordable housing in the amount of \$350,000 for each of nine (9) units of affordable housing. The Borough agrees to require the timing of the payments in lieu to be in accordance with N.J.A.C. 5:93-5.6(d), and represents that Yellow Brook has agreed to that requirement. The development is anticipated to provide a total of \$3.15 million in payments in lieu, with \$1.7 million being credited for the donation by Yellow Brook of a parcel on Carton Street that will be used for the development of affordable housing. The Borough shall require payments by Yellow Brook to be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("Phasing Schedule"). Developer's credit for the Carton Property in the amount of \$1.7 million represents payment towards 4.85 affordable units. Therefore, Yellow Brook will not have to make any additional payments until it reaches the seventy-five percent (75%) completion threshold in the Phasing Schedule of the combined projects. Notwithstanding the Phasing Schedule, the Borough's obligation to develop the nine (9) units of affordable housing shall be as follows: Upon the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook, the Borough agrees to assume all of the responsibility to complete the nine (9) units of affordable housing without regard to the receipt of further funds from Yellow Brook, provided that the municipality may be reimbursed for any funds advanced for the development from additional payment in lieu funds paid by Yellow Brook. It is anticipated that the funds received from Yellow Brook will be sufficient to support the development of the nine (9) units attributable to the Yellow Brook developments, but the obligation to fund and complete the Yellow Brook development is irrevocable following the issuance of building permits for half of the market rate units to be developed by Yellow Brook, and the Borough agrees to ensure that the nine (9) units of affordable housing are completed at that point. Construction of the nine (9) units of affordable housing shall start within four (4) months of the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook and be completed within twelve (12) months

thereafter. In the event the construction or other costs for the nine (9) Yellow Brook units exceed the funds received or to be received, the Borough shall provide any necessary additional funding.

- **Ten (10) unit 100 percent Affordable North Street Project:** This project, located on North Street (Block 45, Lot 4), will be constructed and run by an experienced non-profit developer. The Borough is currently in negotiations with the owner of the property owner to purchase the parcel. The Borough agrees to produce the 10 units by July 31, 2022.
- **13 rental bonus credits.**

8. **Non-inclusionary developments:** In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough will meet these obligations during the compliance phase of this matter. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. With the exception of compliance mechanisms that are recognized to have different timing requirements in this Agreement, the schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough will meet these obligations during the compliance phase of this matter. The parties agree that the requirements to provide a stable alternative source of funding, such as municipality bonding, as required by this paragraph, do not apply to the nine (9) units attributable to the Yellow Brook development. The funding requirements for those units are addressed in Paragraph 7 of this Agreement.

9. **Satisfaction of “unmet need”:** The Borough agrees to address its combined Prior Round and Round 3 RDP of 552 “unmet need” through the following mechanisms:

- **Faith Institution Overlay Zone:** The Borough will establish an affordable housing overlay zone that will require a twenty percent (20%) affordable housing set-aside over the following religious institutions:
 - **Holy Cross Church:** This is a 7.6-acre site (Block 104, Lot 1.01), which is located in Borough’s R-2 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.

- First Presbyterian Church: This is a 2-acre site (Block 10, Lot 6), which is located in Borough's R-4 district. The overlay will allow for a project to be developed at a density of 8 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
 - Congregation B'Nai Israel: This is a 5.5-acre site (Block 81, Lot 6), which is located in Borough's R-1 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
- **Downtown GB/NB/POB Overlay Zone**: The Borough will establish an affordable housing overlay over the GB, NB and POB Zones in the Borough, as depicted in the map attached hereto as Exhibit B, as follows:
- Enhanced Mixed-Use: The Borough has an existing overlay zone in the GB, NB and POB zone districts that permits the development of residential dwellings on the second floor where the underlying zoning does not permit mixed-use of commercial and residential. The current overlay zone ordinance, which was adopted on June 12, 2018, requires a twenty percent (20%) affordable housing set-aside. The Borough will amend the ordinance to permit a third story for residential dwellings, provided certain architectural design standards require a setback of the third story from the right-of-way.
 - Expanded Zone Area: The northern GB district will be expanded to include Block 4, Lots 1, 2, 3, 4.01 and 6, 7, 8.01 and 9.01 and Block 3, Lots 1.01, 3, 4, 5, 6 and 7.
 - Multi-Family Option: The Borough will create a new option in this overlay zone that permits multi-family residential dwellings as a permitted principal use, which is currently not permitted in the underlying zone and the existing overlay zone. The maximum density for the multi-family option will be set at 12 du/acre.
- **R-2 Overlay Zone**: The Borough will adopt an overlay zone on certain parcels in the R-2 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 3 du/acre on a minimum lot size of 3 acres, but with an affordable housing set-aside equal to what would be required at a density of 6 du/acre. The Borough will subsidize the affordable housing units associated with a density that exceeds the 3 du/acre. The Borough will provide language in the ordinance that indicates that the maximum density will be 6 units per acre if funding for the affordable housing units is not made available. The overlay zone will require a twenty percent (20%) affordable housing set-aside.

- **R-4 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-4 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 8 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **R-5 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-5 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 12 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **10 Accessory Apartment Units:** The Borough's adopted an Accessory Apartment Ordinance on June 12, 2018. Any units created under this program up to 10 will be applied to the Borough's "unmet need." During the compliance phase of the litigation, the Borough will demonstrate that this program has been established and is ready to be implemented in accordance with N.J.A.C. 5:93-5.9, including through the adoption of a manual. The units must be affirmatively marketed. During the compliance phase of this litigation, the Borough will prepare all necessary manuals and forms for review by FSHC, the Special Master, and the Court prior to and at the Compliance Hearing.
- **Mandatory Set-Aside Ordinance ("MSO"):** The Borough will adopt a Borough-wide Mandatory Set-Aside Ordinance ("MSO"). The MSO will require a twenty percent (20%) affordable housing set-aside for residential developments comprised of five (5) or more dwelling units. The adoption of the MSO does not give any developer the right to any such rezoning, variance, redevelopment designation or other relief, or establish any obligation on the part of Rumson or its Planning Board to grant such rezoning, variance, redevelopment designation or other relief. The MSO will not apply to any of the affordable housing overlay zones described in this Agreement.
- **Development Fee Ordinance:** The Borough has a COAH approved Development Fee Ordinance ("DFO") in place, which will be amended to reflect current DFO language.

10. The Borough's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance 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.

11. The Borough agrees to require thirteen percent (13%) of all the affordable units referenced in this plan, with the exception of units constructed prior to July 1, 2008, and units subject to preliminary or final site plan approval prior to July 1, 2008, to be very-low-income units (defined as units affordable to households earning thirty percent (30%) or less of the regional median income by household size), with half of the very-low income units being available to families.

12. Rumson will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

13. At least fifty percent (50%) of the units addressing the Borough's RDP and at least fifty percent (50%) of the units addressing unmet need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households. The municipality shall demonstrate satisfaction of these requirements during the compliance phase of this matter.

14. At least twenty-five percent (25%) of the Borough's RDP shall be met through rental units, including at least half in rental units available to families.

15. At least half of the units addressing the Borough's RDP in total must be available to families.

16. The Borough agrees to comply with COAH's Round 2 age-restricted cap of twenty-five percent (25%), and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Borough claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its Prior Round obligation and twenty-five percent (25%) of all units developed or planned to meet its Round 3 obligation.

17. The Borough and/or its administrative agent shall add the following entities 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 (510 Park Boulevard, Cherry Hill, NJ 08002); the New Jersey State Conference of the NAACP; the Latino Action Network (P.O. Box 943, Freehold, NJ 07728); STEPS, OCEAN, Inc.; the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP; the Supportive Housing Association; and any interested party in this matter. As part of its regional affirmative marketing strategies during implementation of its Fair Share Plan, the Borough and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

18. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be affordable to households earning at or below thirty-five percent (35%) of the regional median household income by household size, thirteen percent (13%) of affordable units in such projects shall be required to be affordable to households earning at or below thirty percent (30%) of the regional median household income by household size subject to Paragraph 11 herein, and all other applicable law. 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. The Borough, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, 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.

19. Upon full execution of this Agreement, Rumson shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Rumson will place this

Agreement on file in the Borough's municipal building and file a copy with the Court 30 days prior to the Fairness Hearing, at which the Borough will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in 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. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Rumson will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and will adopt all ordinances required to be adopted as part of this Agreement, and will submit same to the Court, the Court Master, and FSHC for review. The Borough, FSHC, the Court Master and the Court may agree to extend this period of time for good cause shown. The Borough will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Rumson's adopted Housing Element and Fair Share Plan and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Rumson shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the Borough's Fair Share Plan so long as adopted in conformance with this Agreement. If the Fairness and Compliance Hearings result in approval of this Agreement and the Borough's Fair Share Plan, the parties agree that the Borough will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such an Order shall maintain Rumson's immunity from all Mount Laurel lawsuits through July 2, 2025.

20. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Rumson's Gap (1999-2015) + Prospective Need (2015-2025) obligation is decreased to 268 or less, with any relevant appeal periods having passed, the Borough may file a proposed form of Order, on notice to FSHC and the Borough's Service List, seeking to reduce its Gap (1999-2015) + Prospective Need (2015-2025) obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the Borough shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the Borough's "unmet need", and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Gap + Prospective Need for Round 3, the Borough may carry over any resulting surplus credits to Round 4.

21. The Borough shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Borough and FSHC agree that the expenditures of funds contemplated in the Borough's Spending Plan shall constitute the "commitment" for expenditure required pursuant to

N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing 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). Upon approval of its Spending Plan, the Borough shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC 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.

22. On the first anniversary of the approval of this Agreement after a final Judgement of Compliance and Repose Order is entered by the Court, 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 FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Borough may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

23. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$31,000 within forty-five (45) days of the Court's approval of this Agreement following the entry of a an order approving this Agreement after a Fairness Hearing. The Borough may delegate this obligation to one or more third parties, but if payment is not received by FSHC within forty-five (45) days after the approval of this agreement by the Court following a Fairness Hearing the Borough shall make the payment to FSHC within 10 days of FSHC's written request.

24. The Fair Housing Act includes two provisions regarding actions to be taken by the Borough during the ten-year period of protection provided in this agreement. The Borough agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the 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 FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the 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. To be clear, the midpoint review is less than a year away and the expectation should be no more than the Borough will comply with this Agreement.
- b. For the review of very-low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the approval of the Borough's Housing Element and Fair Share Plan via the entry of a Judgment of Compliance and Repose Order, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to FSHC, 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 FSHC on the issue of whether the municipality has complied with its very-low-income housing obligation under the terms of this settlement.

- c. In addition to the foregoing postings, the Borough may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

25. This Agreement may be enforced by the Borough or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County. If FSHC determines that such action is necessary, the Borough consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

26. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by 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 return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

27. 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.

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

29. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the Borough and FSHC.

30. 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.

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

32. The Borough and FSHC acknowledge that this Agreement was not drafted by the Borough and FSHC, but was drafted, negotiated and reviewed by representatives of the

Borough and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Borough and FSHC expressly represent 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 persons executing it.

33. 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 the Borough and FSHC.

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

35. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the Borough and FSHC have executed and delivered this Agreement.

36. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected to all interested parties and 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: Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: kevinwalsh@fairsharehousing.org

TO THE BOROUGH: Erik C. Nolan, Esq.
Surenian, Edwards & Nolan, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: EN@Surenian.com

Martin M. Barger, Esq.
The Reussille Law Firm
149 Avenue at the Commons, Suite 1
Shrewsbury, NJ 07702
Phone: (732) 741-1800
Telecopier: (732) 758-9724
Email: Bargerlaw@aol.com

**WITH A COPY TO THE
BOROUGH ADMINISTRATOR:**

Thomas S. Rogers, Administrator
Borough of Rumson
80 East River Road
Rumson, NJ 07760
Phone: (732) 842-3300
Telecopier: (732) 219-0714
Email: trogers@rumsonnj.gov

**WITH A COPY TO THE
SPECIAL MASTER:**

Francis J. Banisch, III, PP/AICP
Banisch Associates
111 Main Street
Flemington, NJ 08822
Phone: (908) 782-0835
Telecopier: (908) 782-7636
Email: frankbanisch@banisch.com


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.

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:




FAIR SHARE HOUSING CENTER:


By: 
_____ Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center

Dated: 1/8, 2020

Witness/Attest:


_____ Thomas S. Rodgers
Borough Clerk and Administrator

BOROUGH OF RUMSON:

By: 
_____ Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: January 16th, 2020

EXHIBIT A
VACANT LAND ANALYSIS

Borough of Rumson
Vacant Land Analysis (VLA) and Realistic Development Potential (RDP)

July 2018

Updated November 2019

Prepared by:

Kendra Lelie, PP, AICP, LLA

Kyle + McManus Associates

Introduction

The Borough examined all (1) vacant sites, (2) underutilized sites and (3) sites that are likely to redevelop from a relatively low density and/or intensity use to one that would create an opportunity for affordable housing if inclusionary development were in place within the remaining third round timeframe (1999-2025).

Identification of Vacant Land

This inventory reviewed July 2018 MOD IV Tax Data records for Vacant (Property Class: 1), Public (Property Class 15C), Farmland (Property Classes 3A and 3B) lands in the Borough. These sites were joined to available parcel data in a Geographic Information System (GIS) in order to review development capability and potential. The Borough then examined each parcel to evaluate its suitability as an affordable housing site.

Permitted Exclusions

COAH regulations (N.J.A.C. 5:93-4.2(c)) establish the criteria by which sites or portions of sites in a municipal vacant land inventory may be excluded from the calculation of the municipality's Realistic Development Potential (RDP). Environmentally sensitive areas may be excluded from consideration, including flood hazard areas, wetlands, and areas characterized by steep slopes (defined in COAH's regulations as slopes with a grade of greater than fifteen percent) that render a site or a portion of a site unsuitable for low and moderate income housing. In addition, small isolated lots having an insufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the RDP. Agricultural land may be excluded when the development rights to the land has been restricted by covenant. Historic and architecturally important sites may also be excluded if sites are listed on the State Register of Historic Places. Furthermore, properties identified on the Recreation and Open Space Inventory (ROSI) as part of the NJDEP Green Acres Program are also excluded.

RDP Calculation and Conclusion

Additionally, our office made every attempt to consolidate acreage of parcels that were contiguous and/or under similar ownership. Ultimately, densities were assigned to be cognizant of the Borough's obligation, as well as keeping the context/character of their surroundings and sound planning principles in mind. This analysis of vacant sites identified one (1) vacant parcel contributing to the RDP. The analysis of "underdeveloped" sites identified four (4) farm assessed lots. The analysis of sites likely to redevelop if zoned for inclusionary development identified three (3) parcels and two (2) additional parcels that were presented by a developer for

inclusionary housing.

The following chart identifies each parcel by block and lot number, location, total parcel size, developable acreage, RDP density, total units and RDP units. In addition, a separate table is provided indicating those parcels that are vacant but fully constrained, Borough owned and farm assessed. The reason for exclusion is presented in the table.

Table 1: Sites Generating RDP						
Sites	Block / Lot	Address	Acres	Density (du/acre)	Total units	RDP
Vacant Land Suitable For Inclusionary Development						
1	103/1	50 Rumson Road	2.37 gross 2.37 net	6	14	3
Underdeveloped Sites Suitable For Inclusionary Development						
2	1/10	88 W. River Road	6.7 gross 6.52 net	6	39	8
3	1/16	72 W. River Road	8.5 gross 8.01 net	6	48	10
4	84/13	170 Rumson Road	6.23 gross 6.23 net	6	37	7
5	123/3.01	99 Rumson Road	6.44 gross 6.44 net	6	37	7
Sites Likely to Redevelop						
A	54/7	E. River Road	0.3 gross 0.3 net	12	4	0.75
B	54/8	E. River Road	0.16	12	2	0.4
C	59/10	Carton Street	0.52	20	10	2
D	94/5	Bingham Avenue	5.07 gross	6	30	6
E	124/31	91 Rumson Road	5.79 gross	6	34	6
					Total	51

Table 2: Sites Not Generating RDP					
Sites	Block / Lot	Address	Acres	Zoning	Comments
Municipal					
a	115/23.01	BUENA VISTA AVE.	0.89 net	POS	Bird Sanctuary Constrained Undersized On ROSI
Farm-Assessed					
b	94/9.01	142 Bingham Ave	29.47 gross 28.42 net	R-1	Municipal Conservation Purposes: within 3% total land area limit
Other Lots Considered					
c	45/4	89 E. River Road	0.34 gross	GB	Environmental Contamination
d	52/12	118 E. River Road	0.19 gross	GB	Lot is too small
Vacant Constrained Parcels					
j	76/6	6 N Ward Avenue	1.79 gross	R-2	Fully Constrained Flood Hazard Wetlands
k	108/12	2 Waterway	0.95 gross	R-2	Fully Constrained Flood Hazard
l	119/2	25 Heathcliff Road	1.33 gross	R-1	Fully Constrained Flood Hazard Wetlands
m	121/1.02	Broadmoor Drive	3.71 gross	R-1	Fully Constrained Flood Hazard Wetlands
n	121/1.03	Broadmoor Drive	2.74 gross	R-1	Fully Constrained Flood Hazard Wetlands
o	122/2	115 Rumson Road	1.49 gross	R-1	Constrained / House Flood Hazard Wetlands
p	128/5	9 Ave of Two Rivers	2.41 gross	R-1	Fully Constrained Flood Hazard
q	128/6.01	15 Ave of Two Rivers	2.27 gross	R-1	Fully Constrained Flood Hazard
r	128/10.1	Oyster Bay Drive	0.14 gross	R-1	Fully Constrained Flood Hazard
s	144/13	71 1/2 Waterman Ave	0.29 gross	R-5	Fully Constrained Flood Hazard
t	163/1	Island	3.84 gross	POS	Fully Constrained Flood Hazard Wetlands
u	164/1	Island	11.38 gross	POS	Fully Constrained Flood Hazard Wetlands
v	164/2	Island	5.24 gross	POS	Fully Constrained Flood Hazard Wetlands
w	168/1	Island	0.77 gross	POS	Fully Constrained Flood Hazard Wetlands

Golf Course					
x	112/1	163 RUMSON ROAD	125.5 gross 81.7 net	R-1	Private – Member owned

RCIP Contributing Sites (Vacant)

- 1 - 88 RUMSON ROAD
- 2 - 88 W RIVER ROAD
- 3 - 70 W RIVER ROAD
- 4 - 100 RUMSON ROAD
- 5 - 88 RUMSON ROAD
- A - 100 E. RIVER ROAD
- B - 100 E. RIVER ROAD
- C - 100 BROADWAY AVENUE
- E - 91 RUMSON ROAD

RCIP Non-Contributing Sites

- (a) - BUENA VISTA AVENUE
- (b) - 142 BROADWAY AVENUE
- (c) - 80 RIVER ROAD
- (d) - 118 E. RIVER ROAD
- (e) - 165 RUMSON ROAD

Maplewood Township

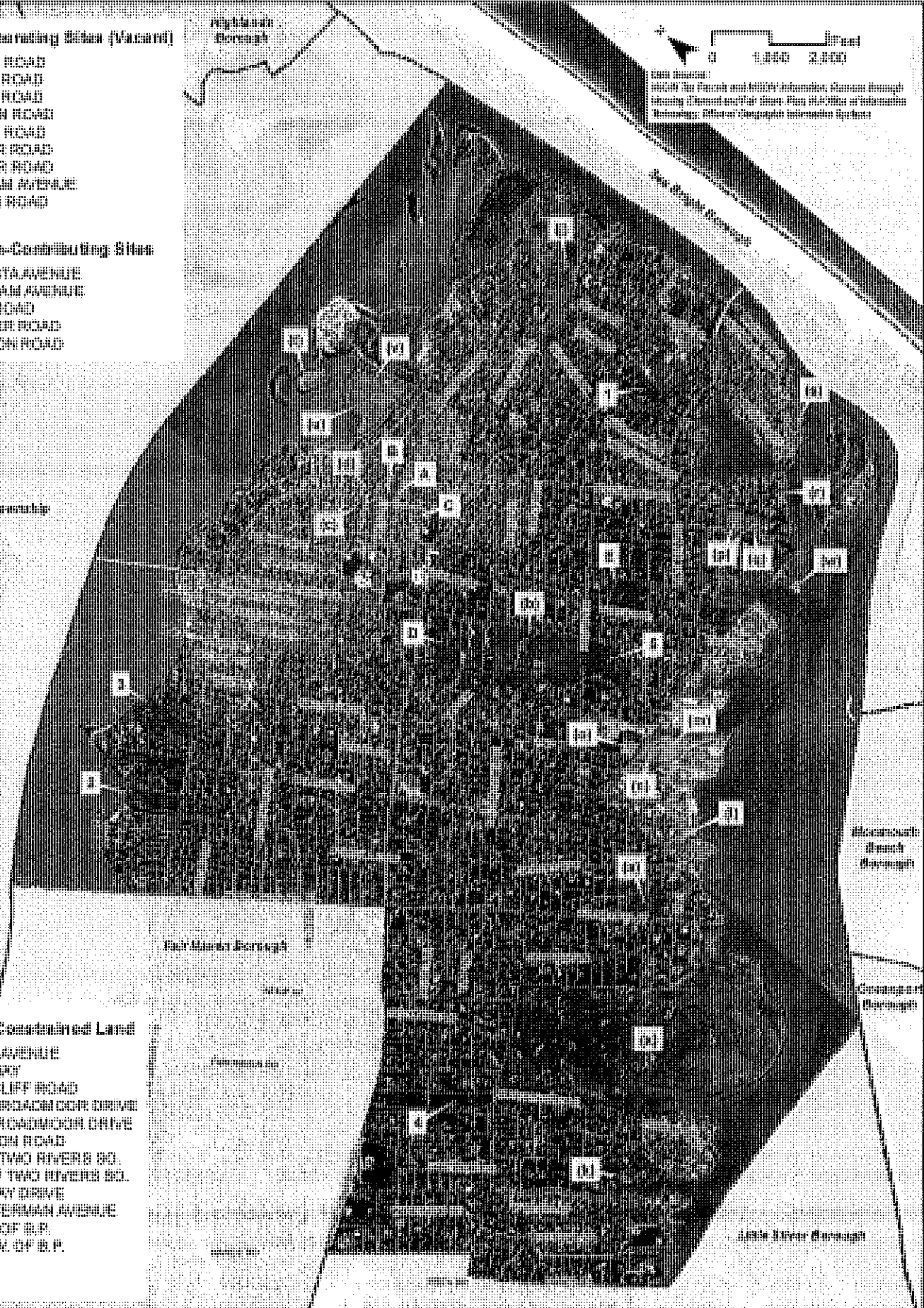
Rocky Hill Township

Vacant Contaminated Land

- (1) - 6 N. WARD AVENUE
- (2) - 2 WATERWAY
- (3) - 25 HEATHCLIFF ROAD
- (4) - END OF BRIDGEMOOR DRIVE
- (5) - END OF BRIDGEMOOR DRIVE
- (6) - 118 RUMSON ROAD
- (7) - AVE. OF TWO RIVERS SO.
- (8) - 15 AVE. OF TWO RIVERS SO.
- (9) - OYSTER BAY DRIVE
- (10) - 71 W. WATERMAN AVENUE
- (11) - ISLAND W. OF B.P.
- (12) - ISLAND W. OF B.P.
- (13) - ISLAND
- (14) - ISLAND



Data Sources:
 GIS: The County and RCIP Information Systems through
 Planning Department's GIS. Data from the Office of Information
 Technology, Office of Geographic Information Systems



Map Prepared by:
 Kendra Lefie, PP, AICP, IIA
 PO Box 236
 Hopewell, NJ 08525
 609-451-0013
 kelle@kylemcmanus.com

Vacant Land Analysis
HOUSING ELEMENT AND FAIR SHARE PLAN
 Borough of Rumson, Monmouth County, NJ

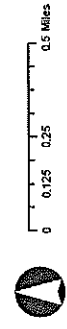
EXHIBIT B
OVERLAY ZONE MAP

Overlay Districts

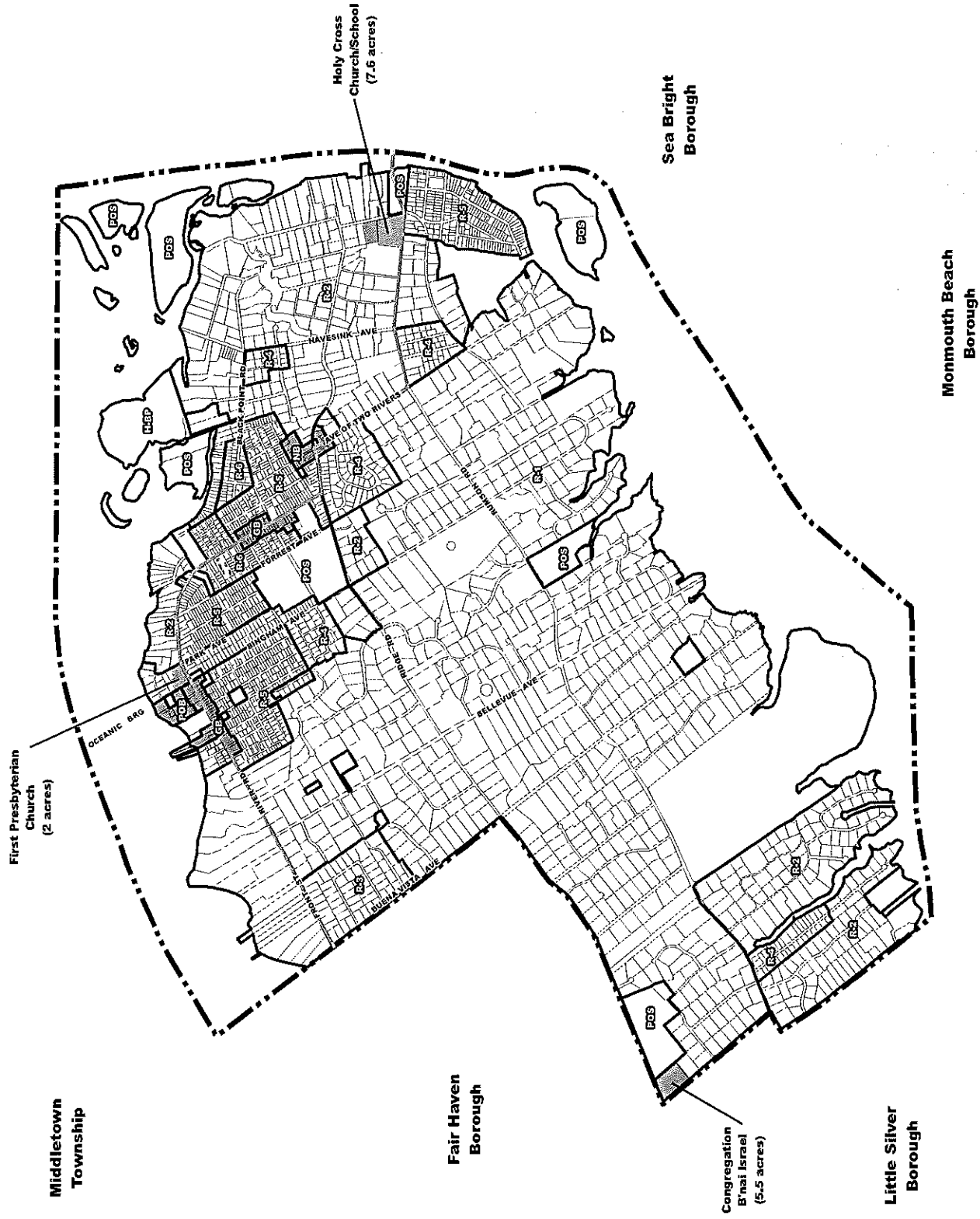
LOCATION:
Rumson Borough, Monmouth County, NJ

DATE:
August 7, 2019

-  NJ Transit Bus Route
-  Rumson Borough
-  Zoning Boundaries
-  Expanded GB Overlay District
-  Residential Overlay District v6
-  Faith Institution Overlay District
-  GB, NB, & POB Zoning Districts



Clarke Caton Hintz
Architecture
Planning
Landscape Architecture



2020-1215-147

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF RUMSON
AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE SETTLEMENT
AGREEMENT WITH FAIR SHARE HOUSING CENTER

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 2, 2015, the Borough of Rumson (hereinafter “Rumson Borough” or the “Borough”) filed a Declaratory Judgment Complaint in the Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine,” and

WHEREAS, the Borough simultaneously sought, and ultimately secured, a protective order providing Rumson Borough immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan, which is still in full force and effect; and

WHEREAS, with assistance from the Court Master, the Borough and Fair Share Housing Center (hereinafter “FSHC”) engaged in good faith negotiations, which resulted in the entering into of a Settlement Agreement between the Borough and FSHC on January 16, 2020 (hereinafter “FSHC Settlement Agreement”); and

WHEREAS, a Fairness Hearing was held on June 15, 2020, June 22, 2020, July 9, 2020, July 15, 2020 and July 20, 2020, during which the FSHC Settlement Agreement was approved, and said approval was memorialized by an Order entered by the Court on July 29, 2020; and

WHEREAS, the Borough’s Fair Share Plan, which was adopted by the Borough Planning Board on December 7, 2020, has been amended to allow for (A) an increase in the total number of proposed units in the Carton Street Project (Block 59, Lot 10) from fourteen (14) to fifteen (15) total affordable units, consisting of at least ten (10) family rental units and five (5) supportive and special needs bedroom units, (B) the elimination of the originally proposed ten (10) affordable units on North Street (Block 45, Lot 4), (C) the addition of one (1) family for-sale unit located at 6 Maplewood (Block 51, Lot 17), (D) the addition of two (2) family rental units located at 61 South Ward (Block 141, Lot 19), and (E) the addition of one (1) family rental unit in an existing single family home and a new 5-bedroom supportive and special needs home located at 15 Maplewood (Block 50, Lot 7); and

WHEREAS, in addition to amending the Borough’s Fair Share Plan, the FSHC Settlement Agreement also needs to be amended to reflect the changes made to the Fair Share Plan; and

WHEREAS, FSHC and the Borough’s professionals have negotiated and finalized an Amendment to the FSHC Settlement Agreement to implement the aforementioned changes, which is attached hereto as Exhibit A; and

WHEREAS, in light of the above, the Borough Council finds that it is in the best interest of Rumson Borough to execute the attached Amendment to the FSHC Settlement Agreement, and to take various other actions delineated below, which will ultimately result in approval of the Borough’s Fair Share Plan which, in turn, will maintain the Borough’s immunity from all Mount Laurel lawsuits through July 2, 2025.

NOW, THEREFORE, BE IT RESOLVED on this 15th day of December, 2020, by the Council of the Borough of Rumson, County of Monmouth, State of New Jersey, as follows:

1. The Borough Council hereby authorizes and directs the Mayor of Rumson Borough to execute the Amendment to the FSHC Settlement Agreement attached hereto as Exhibit A.
2. The Borough hereby directs its Affordable Housing Counsel to file the fully-executed Amendment to the FSHC Settlement Agreement with the Court, along with the original

FSHC Settlement Agreement, which is the only exhibit to the Amendment, for review and approval at a duly-noticed combined Fairness and Compliance Hearing.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

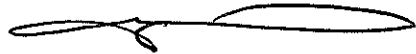
In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15

**FIRST AMENDMENT TO THE JANUARY 16, 2020 SETTLEMENT
AGREEMENT BETWEEN THE BOROUGH OF RUMSON AND FAIR
SHARE HOUSING CENTER**

This First Amendment to the January 16, 2020 Settlement Agreement between the Borough of Rumson and Fair Share Housing Center (hereinafter the "First Amendment") is entered into this ____ day of _____, 2020 by and among the Borough of Rumson, Monmouth County, Declaratory Plaintiff in the above-captioned matter, which has an address of 80 East River Road, Rumson, New Jersey 07760 (hereinafter the "Borough" or "Rumson"); and Fair Share Housing Center, which has an address of 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC").

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") satisfies its "fair share" of the regional need for very low, low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Borough simultaneously sought and ultimately secured an order protecting Rumson from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan, which is still in full force and effect as of the date of this Agreement; and

WHEREAS, under the supervision of the Court Appointed Special Master, Francis J. Banisch, III, P.P., A.I.C.P. (hereinafter the "Court Master"), the Borough and FSHC entered into a Settlement Agreement dated January 16, 2020 (hereinafter the "FSHC Settlement Agreement"), which is attached hereto as **Exhibit A**, and said FSHC Settlement Agreement was thereafter approved by a Court Order entered on July 29, 2020, after a properly noticed Fairness Hearing was held on June 15, 2020, June 22, 2020, July 9, 2020, July 15, 2020 and July 20, 2020; and

WHEREAS, the Borough's Affordable Housing Plan has been amended to allow for (A) an increase in the total number of proposed units in the Carton Street Project (Block 59, Lot 10) from fourteen (14) to fifteen (15) total affordable units, consisting of at least ten (10) family rental units and five (5) supportive and special needs bedroom units, (B) the elimination of the originally proposed ten (10) affordable units on North Street (Block 45, Lot 4), (C) the addition of one (1) family for-sale unit located at 6 Maplewood (Block 51, Lot 17), (D) the addition of two (2) family rental units located at 61 South Ward (Block 141, Lot 19), and (E) the addition of one (1) family rental unit in an existing single family home and a new 5-bedroom supportive and special needs home located at 15 Maplewood (Block 50, Lot 7); and

WHEREAS, the Court Master and FSHC have agreed that the proposed changes to the Borough's Affordable Housing Plan are fair and reasonable to very-low-, low-, and moderate-income households; and

WHEREAS, in order to implement the proposed changes, in addition to amending the Borough's Affordable Housing Plan, it is also necessary to amend the FSHC Settlement Agreement accordingly, and this First Amendment to the FSHC Settlement Agreement serves that purpose.

NOW, THEREFORE, THE BOROUGH OF RUMSON AND FSHC AGREE AS FOLLOWS:

1. Paragraph 7, on Pages 3-6, of the FSHC Settlement Agreement, which is attached hereto as **Exhibit A**, is hereby replaced in its entirety with the following:

Compliance Mechanisms	VL Units	VL Units	Credits	Bonuses	Total
51 RDP Third Round Obligation (1999-2025)	Senior/SN	Family			
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BC UW (5 SN + 10 family rentals)	1	2	15	10	25
6 Maplewood (family for sale) - Habitat			1		1
61 South Ward: (family rental)		1	2		2
15A Existing Maplewood: (family rental)			1		1
15B Proposed Maplewood: (5 SN)	1		5		5
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required		Provided
Min. Total Family- 50% of obligation-surplus-bonus			19		28
Min. Very Low Required - 13% of units developed after 7/17/2008			5		5
Min. Very Low Family Required- 50% of Total VL			3		3
Min. Total Rental - 25% of obligation			13		16
Min. Family Rental - 50% of total rental			7		16
Maximum Senior - 25% of obligation			12		

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale two-bedroom unit from an existing house located at 19 North Street (Block 46, Lot 15).

- ii. One (1) moderate-income* for-sale affordable family three-bedroom unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

*The parties agree that the income distribution of the unit will be subject to further investigation/discussion prior to the compliance hearing.

- **Nine (9) Proposed Market To Affordable Units:** The Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. At least five (5) of the nine (9) units shall be low-income units. No more than three (3) of the nine (9) units may be one-bedroom units. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024. In the event the Borough has not met the July 1, 2022 deadline for five (5) units, it agrees to identify in writing to the Court and FSHC the alternative compliance mechanisms for the remainder of the nine (9) family units within three (3) months of the July 1, 2022 date. The compliance mechanism shall be one hundred percent (100%) affordable development if the market-to-affordable program does not provide the units by July 1, 2022. Construction of the replacement one hundred (100%) affordable units shall start within one year of the July 1, 2022 date and be completed by July 1, 2024. The Borough agrees to take whatever steps are needed to ensure that all nine (9) units are completed and available for occupancy on or before July 1, 2024.
- **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:** One (1) moderate-income affordable family rental one-bedroom unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.
- **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:** The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered one (1) low-income two-bedroom unit and one (1) moderate-income three-bedroom unit.
- **Fifteen (15) Unit One Hundred Percent (100%) Affordable Carton Street Project:** This project, located at Carton Street (Block 59, Lot 10), will be constructed and managed by Bergen County United Way/Madeline Housing Partners, LLC (hereinafter "BCUW"), a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust

Fund. The Borough has entered into a Court approved settlement agreement with Yellow Brook, which allows for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Yellow Brook will convey the Carton Street site to the Borough as part of its settlement agreement with the Borough, and the Borough will turn the site over to BCUW to facilitate this project.

- o The project will consist of ten (10) affordable family rental units and five (5) affordable supportive and special needs bedroom units. Eight (8) of the ten (10) affordable family rental units shall be two-bedroom units. At least four (4) of the two-bedroom units must be low-income units, with two (2) of those two-bedroom units very-low-income units. Two (2) of the ten (10) affordable family rental units shall be one-bedroom units, and at least one (1) of those one-bedroom units shall be a low-income unit. The Borough shall compensate as detailed below for the lack of three-bedroom units at Carton Street.
- o A developer's agreement between the Borough and BCUW shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the above and what follows regarding the fifteen (15) unit project on Carton Street. Pursuant to Paragraph 8 of the FSHC Settlement Agreement, the Borough shall provide, among other items, a pro forma, evidence of adequate and stable funding, as well as a construction schedule pursuant to N.J.A.C. 5:93-5.5 prior to a Final Judgment of Compliance and Repose.

The parties agree as follows with regard to the timing of this development:

- o This development is a hybrid one hundred percent (100%) affordable development and inclusionary development. Six (6) of the units are not attributable to, and will not be funded by, Yellow Brook. Nine (9) of the units are off-site units that will be substantially, if not entirely, funded by the Yellow Brook inclusionary development. In view of the unique characteristic of this development, the parties in this Agreement agree to a modified approach for timing of the development.
- o With regard to the six (6) affordable units that are not going to be funded by Yellow Brook, Rumson agrees to ensure that construction starts on those six (6) units within two (2) years of the Court's July 29, 2020 Order Approving the FSHC Settlement Agreement. Five (5) of these units will be supportive and special needs bedroom units, and one (1) will be an affordable family rental unit. Construction shall be completed within three (3) years of the Court's July 29, 2020 Order Approving the FSHC Settlement Agreement. This deadline shall not be extended for any

reason related to the Yellow Brook development. The Borough's obligation to provide a realistic opportunity for these six (6) units exists independent of the Yellow Brook development.

- o With regard to the nine (9) units that are going to be funded by the Yellow Brook inclusionary developments, the parties agree that the timing of these developments is linked to the inclusionary units as follows:
 - Yellow Brook has agreed to provide payments in lieu of affordable housing in the amount of \$350,000 for each of nine (9) units of affordable housing. The Borough agrees to require the timing of the payments in lieu to be in accordance with N.J.A.C. 5:93-5.6(d) and Yellow Brook has agreed to that requirement. The development is anticipated to provide a total of \$3.15 million in payments in lieu, with \$1.7 million being credited for the donation by Yellow Brook of a parcel on Carton Street that will be used for the development of affordable housing. The Borough shall require payments by Yellow Brook to be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("Phasing Schedule"). Developer's credit for the Carton Property in the amount of \$1.7 million represents payment towards 4.85 affordable units. Therefore, Yellow Brook will not have to make any additional payments until it reaches the seventy-five percent (75%) completion threshold in the Phasing Schedule of the combined projects. Notwithstanding the Phasing Schedule, the Borough's obligation to develop the nine (9) units of affordable housing shall be as follows: Upon the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook, the Borough agrees to assume all of the responsibility to complete the nine (9) units of affordable housing without regard to the receipt of further funds from Yellow Brook, provided that the municipality may be reimbursed for any funds advanced for the development from additional payment in lieu funds paid by Yellow Brook. It is anticipated that the funds received from Yellow Brook will be sufficient to support the development of the nine (9) units attributable to the Yellow Brook developments, but the obligation to fund and complete the Yellow Brook development is irrevocable following the issuance of building permits for half of the market rate units to be developed by Yellow Brook, and the Borough agrees to ensure that the nine (9) units of affordable housing are completed at that point. Construction of the nine (9) units of affordable housing shall start within four (4) months of the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by

Yellow Brook and be completed within twelve (12) months thereafter. In the event the construction or other costs for the nine (9) Yellow Brook units exceed the funds received or to be received, the Borough shall provide any necessary additional funding.

- **One (1) Affordable Family For-Sale Unit From The 6 Maplewood Project:** This two-bedroom unit, located at 6 Maplewood (Block 51, Lot 17), will be rehabilitated by Habitat for Humanity, and sold to a moderate-income household. The site consists of a two-bedroom unit. The Borough owns the site, which will be transferred to Habitat for Humanity. The Borough agrees to work with Habitat for Humanity to ensure that this affordable unit is produced by December 31, 2021, and evidence of site control and a fully executed memorandum of understanding between the Borough and Habitat for Humanity shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the that this two-bedroom moderate-income affordable family for-sale unit will be produced by December 31, 2021. The Borough shall provide written confirmation to the Court and FSHC, on or before December 31, 2021, whether the unit has been produced and is ready for occupancy.

- **Two (2) Affordable Family Rental Units From The 61 South Ward Project:** This project, located at 61 South Ward (Block 141, Lot 19), will involve the renovation of an existing house by BC UW into two (2) affordable family rental units, which will also be managed by BC UW after the house is renovated. These two (2) affordable family rental units shall consist of one (1) low- or very-low-income three-bedroom unit and one (1) moderate-income two-bedroom unit. If the three-bedroom unit is a low-income unit, then the three-bedroom unit at 15 Maplewood must be a very-low-income unit.

The Borough owns 61 South Ward, which will be transferred to BC UW. The Borough agrees to work with BC UW to ensure that this affordable unit is produced by December 31, 2022, and a developer's agreement between the Borough and BC UW shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the above. Pursuant to Paragraph 8 of the FSHC Settlement Agreement, the Borough shall provide, among other items, a pro forma, evidence of adequate and stable funding, as well as a construction schedule pursuant to N.J.A.C. 5:93-5.5 prior to a Final Judgment of Compliance and Repose. The Borough shall provide written confirmation to the Court and FSHC, on or before December 31, 2022, whether the units have been produced and are ready for occupancy.

- **One (1) Affordable Family Rental Unit And Five (5) Supportive And Special Needs Bedroom Units From The 15 Maplewood Project:** The Borough is the contract purchaser of the 15 Maplewood (Block 50, Lot 7) site, which is a double lot (Lots A and B) with an existing house on Lot A. The Borough will transfer the

entire site to BCUW. The Borough will work with BCUW to renovate the existing house on Lot A into one (1) family affordable rental unit that shall be either a low-income or very-low-income three-bedroom unit, which will be managed by BCUW. If the three-bedroom unit is a low-income unit, then the three-bedroom unit at 61 South Ward must be a very-low-income unit.

The Borough will work with BCUW to construct a second house on Lot B, which will be a five (5) bedroom supportive and special needs home, which will also be managed by BCUW.

The Borough agrees to ensure that these affordable units are produced by July 31, 2022, and a developer's agreement between the Borough and BCUW shall be provided to the Court and FSHC prior to a Final Judgment of Compliance and Repose that evidences the above. Pursuant to Paragraph 8 of the FSHC Settlement Agreement, the Borough shall provide, among other items, a pro forma, evidence of adequate and stable funding, as well as a construction schedule pursuant to N.J.A.C. 5:93-5.5 prior to a Final Judgment of Compliance and Repose. The Borough shall provide written confirmation to the Court and FSHC, on or before July 31, 2022, whether the units have been produced and are ready for occupancy.

□ **13 rental bonus credits.**

2. Rumson shall ensure and require that all affordable units are subject to affordability controls of at least 30 years and affordable deed restrictions as provided for by UHAC, and the affordability controls shall remain unless and until the Borough, in its sole discretion, takes action to extend or release the unit from such controls.

3. Rumson shall ensure and require that all affordable units are affirmatively marketed pursuant to Paragraph 17 of the FSHC Settlement Agreement and applicable law, including posting of all affordable units on the online New Jersey Housing Resource Center website.

4. On July 29, 2020, following a duly noticed Fairness Hearing, the Hon. Linda Grasso Jones issued an Order Approving Settlement Agreements Between the Borough of Rumson and Fair Share Housing Center and the Borough of Rumson and Yellow Brook Property Co., LLC. In light of this First Amendment, Rumson and FSHC agree to request that the Court conduct the review and approval of this First Amendment and the new compliance mechanisms identified herein at a joint Amended Fairness and Final Compliance Hearing. The parties shall request that the Amended Fairness and Final Compliance Hearing be held on February 9, 2021, the date currently scheduled for the Final Compliance Hearing. The Borough shall present its planner as a witness at the hearing.

5. An essential term of this First Amendment is that the Borough shall complete all action required herein, by the FSHC Settlement Agreement, and the Council on Affordable Housing's Rules -- including adopting its Housing Element and Fair Share Plan, resolutions, ordinances, and other compliance documentation -- at least thirty (30) days before the Amended Fairness and Final Compliance Hearing. This documentation shall be provided to FSHC, the

Court, and the Court Master at least thirty (30) days before the Amended Fairness and Final Compliance Hearing.

6. In view of the additional time and resources required to be expended by FSHC in this matter, including to negotiate and to defend this First Amendment, the Borough agrees to pay FSHC's additional attorney's fees and costs in the amount of \$9,000 within thirty days of the Court granting the Borough a Judgment of Compliance and Repose.

7. For the purposes of settlement, FSHC will not object to the inclusion of the payment in lieu from Yellow Brook in the calculation of the Borough's twenty percent (20%) administrative cap in its Spending Plan.

8. All other terms and provisions set forth in the FSHC Settlement Agreement and not expressly amended herein shall remain unchanged and are in full force and effect as previously approved by the Court.

9. The Borough and FSHC agree to defend this First Amendment and the FSHC Settlement Agreement, and all action taken in compliance thereunder, on appeal including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court. The Borough agrees to continue to implement the terms unless until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

10. This First Amendment and the FSHC Settlement Agreement may be enforced by the Borough or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County. If FSHC determines that such action is necessary, the Borough consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

11. Unless otherwise specified, it is intended that the provisions of this First Amendment are to be severable. The validity of any article, section, clause or provision of this First Amendment shall not affect the validity of the remaining articles, sections, clauses or provisions hereof or the FSHC Settlement Agreement.

12. This First Amendment shall be governed and construed by the laws of the State of New Jersey.

13. This First Amendment may not be modified, amended or altered in any way except by a writing signed by both the Borough and FSHC.

14. This First Amendment 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.

15. The Borough and FSHC acknowledge that each has entered into this First Amendment on its own volition without coercion or duress after consulting with its counsel, that each person to sign this First Amendment is the proper person and possesses the authority to sign the First Amendment, that this First Amendment and the FSHC Settlement Agreement contains the entire understanding of the Borough and FSHC and that there are no

representations, warranties, covenants or undertakings other than those expressly set forth in writing therein.

16. The Borough and FSHC acknowledge that this First Amendment was not drafted by the Borough and FSHC, but was drafted, negotiated and reviewed by representatives of the Borough and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Borough and FSHC expressly represent that: (a) it has been represented by counsel in connection with negotiating the terms of this First Amendment; and (b) it has conferred due authority for execution of this First Amendment upon the persons executing it.

17. The First Amendment and the FSHC Settlement Agreement constitutes the entire agreement between the Borough and FSHC hereto and supersedes all prior oral and written agreements between the Borough and FSHC with respect to the subject matter hereof except as otherwise provided herein.

18. Anything herein contained to the contrary notwithstanding, the effective date of this First Amendment shall be the date upon which representatives of the Borough and FSHC have executed and delivered this First Amendment.

19. All notices required under this First Amendment ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected to all interested parties and 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:

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

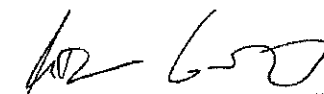
Witness/Attest:

FAIR SHARE HOUSING CENTER:



Bassam F. Gergi, Esq.

By:



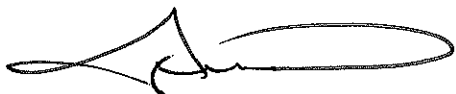
Adam M. Gordon, Esq.

On Behalf of Fair Share Housing Center

Dated: December 15, 2020

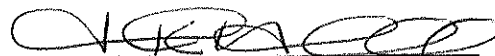
Witness/Attest:

BOROUGH OF RUMSON:



THOMAS S. ROGAS, RMC

By:



Joseph K. Hemphill, Mayor

On Behalf of the Borough of Rumson

Dated: December 18, 2020

Exhibit A:
January 16, 2020 Settlement Agreement
Between the Borough of Rumson and Fair Share Housing Center

AGREEMENT TO RESOLVE ISSUES BETWEEN THE BOROUGH OF RUMSON AND FAIR SHARE HOUSING CENTER CONCERNING THE BOROUGH'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE BOROUGH SHALL SATISFY SAME.

**In the Matter of the Borough of Rumson, County of Monmouth,
Docket No. MON-L-2483-15**

THIS SETTLEMENT AGREEMENT ("Agreement") made this 16th day of January 2020, by and between:

BOROUGH OF RUMSON, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 80 East River Road, Rumson, New Jersey 07760 (hereinafter the "Borough" or "Rumson");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the Borough filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the Borough simultaneously sought and ultimately secured an Order protecting Rumson from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by the Borough remains in place as of the date of this Agreement; and

WHEREAS, the Trial Court appointed Francis J. Banisch, III, P.P., A.I.C.P., as the "Special Master" in this case as is customary in Mount Laurel matters; and

WHEREAS, with Mr. Banisch's assistance, Rumson and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the Trial Court, 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 low and moderate income households; and

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

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, do hereby covenant and agree, each with the other, as follows:

Settlement Terms

The Borough and FSHC hereby agree to the following general terms, subject to any relevant conditions set forth in more detail below:

1. Rumson's Rehabilitation Obligation is 29.
2. Rumson's Prior Round (1987-1999) Obligation is 268.
3. Rumson's Gap + Prospective Need or Round 3 (2015-2025) Obligation is 335.

4. FSHC and the Borough agree that Rumson does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the Borough does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends, and is free to take the position before the Court, that the 335-unit Round 3 obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's April 2017 calculation of the Borough's Gap (1999-2015) + Prospective Need (2015-2025) fair share obligations.

5. Pursuant to N.J.A.C. 5:93-4.2, and as confirmed by Special Master Banisch, Rumson has a combined Prior Round and Round 3 Realistic Development Potential (hereinafter "RDP") is 51. This leaves the Borough with a remaining combined Prior Round and Round 3 "unmet need" of 552. See the Borough's Vacant Land Analysis, which is attached hereto as Exhibit A. As indicated in the Vacant Land Analysis, 142 Bingham Avenue is excluded from the RDP as the parcel will be used for conservation purposes as permitted by N.J.A.C. 5:93-4.2(e)5(ii). Within one calendar year of the Court entering a final Judgment of Compliance and Repose, or at the latest within sixteen (16) months of the entry of an order approving the fairness of this Agreement, the Borough shall demonstrate that this site is owned, leased or licensed or in any other manner operated by a county, municipality or tax-exempt, nonprofit organization pursuant to N.J.A.C. 5:93-4.2(e)5(ii). If there is any dispute about the Borough's satisfaction of N.J.A.C. 5:93-4.2(e)5(ii), nothing herein shall preclude the Borough from asserting that the site should be excluded from the vacant land inventory on any other basis or FSHC from asserting it should be included in the vacant land inventory and generate realistic development potential.

6. **Satisfaction of Rehabilitation Obligation:** The Borough will address its Rehabilitation Obligation of twenty-nine (29) by participating in the Monmouth County Rehabilitation Program, or by hiring a separate entity to run a local rehabilitation program. The Borough may also complete a survey prior to a final Compliance Hearing to determine if the number of units in need of rehabilitation can be reduced from the twenty-nine (29) unit obligation.

7. **Satisfaction of the Borough's RDP:** The Borough has a combined Prior Round and Round 3 RDP of 51, which it will satisfy as follows:

Compliance Mechanisms	VL Units	VL Units	Credits	Bonuses	Total
51 RDP Third Round Obligation (1999-2025)	Senior/SN	Family			
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BCUW (4 SN beds + 10 family rentals)	2	3	14	10	24
North Street: BCUW (4 SN beds + 6 senior rentals)			10		10
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required		Provided
Min. Total Family- 50% of obligation-surplus-bonus			19		19
Min. Very Low Required - 13% of units developed after 7/17/2008			5		5
Min. Very Low Family Required- 50% of Total VL			3		3
Min. Total Rental - 25% of obligation			13		19
Min. Family Rental - 50% of total rental			7		13
Maximum Senior - 25% of obligation			12		6

□ **Two (2) Constructed And Occupied Market To Affordable Units:**

- i. One (1) moderate-income affordable family for-sale unit from an existing house located at 19 North Street (Block 46, Lot 15).
- ii. One (1) low-income for-sale affordable family unit from the constructed and occupied Habitat for Humanity house located at 68 Blackpoint Road (Block 54, Lot 5).

□ **Nine (9) Proposed Market To Affordable Units:** The Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024. In the event the Borough has not met the July 1, 2022 deadline for five (5) units, it agrees to identify in writing the alternative compliance mechanisms for the remainder of the nine (9) family units within three (3) months of the July 1, 2022 date. The compliance mechanism shall be one hundred percent (100%) affordable development if the market-to-affordable program does not provide the units by July 1, 2022. Construction of the replacement one hundred (100%) affordable units shall start within one year of

the July 1, 2022 date and be completed by July 1, 2024. The Borough agrees to take whatever steps are needed to ensure that all nine (9) units are completed and available for occupancy on or before July 1, 2024.

- **One (1) Affordable Family Rental Unit From The 16 Washington Street Project:** One (1) low-income affordable family rental unit from a constructed and occupied house located at 16 Washington Street (Block 8, Lot 5). The affordable unit was constructed as part of a three-unit project approved by the Zoning Board on the site, which also includes a constructed and occupied two-unit market rate duplex.
- **Two (2) Affordable Family Rental Units From The 7 Lafayette Street Inclusionary Project:** The constructed and occupied 7-unit Lafayette Mews inclusionary project, located at 7 Lafayette Street (Block 8, Lot 4), has delivered two (2) affordable family rental units.
- **Fourteen (14) Unit One Hundred Percent (100%) Affordable Carton Street Project:** This project, located on Carton Street (Block 59, Lot 10), will be constructed and run by a non-profit developer utilizing payment in lieu funds from developer Yellow Brook Property Co., LLC (hereinafter "Yellow Brook"), and additional monies from the Borough's Affordable Housing Trust Fund. The Borough will enter into a settlement agreement with Yellow Brook, which will allow for the construction of up to eighteen (18) total market rate units to be constructed on 132 Bingham Avenue (Block 94, Lot 5), and up to sixteen (16) total market rate units to be constructed on 91 Rumson Road (Block 124, Lot 31), in exchange for the aforementioned payment in lieu funds. Yellow Brook will convey the Carton Street site to the Borough as part of its settlement agreement with the Borough, and the Borough will turn the site over to a non-profit to facilitate this project. The parties agree as follows with regard to the timing of this development:
 - This development is a hybrid one hundred percent (100%) affordable development and inclusionary development. Five (5) of the units are not attributable to, and will not be funded by, Yellow Brook. Nine (9) of the units are off-site units that will be substantially, if not entirely, funded by the Yellow Brook inclusionary development. In view of the unique characteristic of this development, the parties in this Agreement agree to a modified approach for timing of the development.
 - With regard to the five (5) affordable units that are not going to be funded by Yellow Brook, Rumson agrees to ensure that construction starts on those five (5) units within two (2) years of the Court's issuance of an order approving this Agreement. Construction shall be completed within three (3) years of the Court's issuance of an order approving this Agreement. This deadline shall not be extended for any reason related to the Yellow Brook development. The Borough's obligation to provide a realistic

opportunity for these five (5) units exists independent of the Yellow Brook development.

- o With regard to the nine (9) units that are going to be funded by the Yellow Brook inclusionary developments, the parties agree that the timing of these developments is linked to the inclusionary units as follows:
 - Yellow Brook has agreed to provide payments in lieu of affordable housing in the amount of \$350,000 for each of nine (9) units of affordable housing. The Borough agrees to require the timing of the payments in lieu to be in accordance with N.J.A.C. 5:93-5.6(d), and represents that Yellow Brook has agreed to that requirement. The development is anticipated to provide a total of \$3.15 million in payments in lieu, with \$1.7 million being credited for the donation by Yellow Brook of a parcel on Carton Street that will be used for the development of affordable housing. The Borough shall require payments by Yellow Brook to be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("Phasing Schedule"). Developer's credit for the Carton Property in the amount of \$1.7 million represents payment towards 4.85 affordable units. Therefore, Yellow Brook will not have to make any additional payments until it reaches the seventy-five percent (75%) completion threshold in the Phasing Schedule of the combined projects. Notwithstanding the Phasing Schedule, the Borough's obligation to develop the nine (9) units of affordable housing shall be as follows: Upon the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook, the Borough agrees to assume all of the responsibility to complete the nine (9) units of affordable housing without regard to the receipt of further funds from Yellow Brook, provided that the municipality may be reimbursed for any funds advanced for the development from additional payment in lieu funds paid by Yellow Brook. It is anticipated that the funds received from Yellow Brook will be sufficient to support the development of the nine (9) units attributable to the Yellow Brook developments, but the obligation to fund and complete the Yellow Brook development is irrevocable following the issuance of building permits for half of the market rate units to be developed by Yellow Brook, and the Borough agrees to ensure that the nine (9) units of affordable housing are completed at that point. Construction of the nine (9) units of affordable housing shall start within four (4) months of the issuance of the building permit for fifty percent (50%) of the market-rate units to be developed by Yellow Brook and be completed within twelve (12) months

thereafter. In the event the construction or other costs for the nine (9) Yellow Brook units exceed the funds received or to be received, the Borough shall provide any necessary additional funding.

- **Ten (10) unit 100 percent Affordable North Street Project:** This project, located on North Street (Block 45, Lot 4), will be constructed and run by an experienced non-profit developer. The Borough is currently in negotiations with the owner of the property owner to purchase the parcel. The Borough agrees to produce the 10 units by July 31, 2022.

- **13 rental bonus credits.**

8. **Non-inclusionary developments:** In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough will meet these obligations during the compliance phase of this matter. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. With the exception of compliance mechanisms that are recognized to have different timing requirements in this Agreement, the schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough will meet these obligations during the compliance phase of this matter. The parties agree that the requirements to provide a stable alternative source of funding, such as municipality bonding, as required by this paragraph, do not apply to the nine (9) units attributable to the Yellow Brook development. The funding requirements for those units are addressed in Paragraph 7 of this Agreement.

9. **Satisfaction of "unmet need":** The Borough agrees to address its combined Prior Round and Round 3 RDP of 552 "unmet need" through the following mechanisms:

- **Faith Institution Overlay Zone:** The Borough will establish an affordable housing overlay zone that will require a twenty percent (20%) affordable housing set-aside over the following religious institutions:
 - **Holy Cross Church:** This is a 7.6-acre site (Block 104, Lot 1.01), which is located in Borough's R-2 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.

- First Presbyterian Church: This is a 2-acre site (Block 10, Lot 6), which is located in Borough's R-4 district. The overlay will allow for a project to be developed at a density of 8 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
 - Congregation B'Nai Israel: This is a 5.5-acre site (Block 81, Lot 6), which is located in Borough's R-1 district. The overlay will allow for a project to be developed at a density of 6 du/acre, and will require a twenty percent (20%) affordable housing set-aside.
- **Downtown GB/NB/POB Overlay Zone**: The Borough will establish an affordable housing overlay over the GB, NB and POB Zones in the Borough, as depicted in the map attached hereto as Exhibit B, as follows:
- Enhanced Mixed-Use: The Borough has an existing overlay zone in the GB, NB and POB zone districts that permits the development of residential dwellings on the second floor where the underlying zoning does not permit mixed-use of commercial and residential. The current overlay zone ordinance, which was adopted on June 12, 2018, requires a twenty percent (20%) affordable housing set-aside. The Borough will amend the ordinance to permit a third story for residential dwellings, provided certain architectural design standards require a setback of the third story from the right-of-way.
 - Expanded Zone Area: The northern GB district will be expanded to include Block 4, Lots 1, 2, 3, 4.01 and 6, 7, 8.01 and 9.01 and Block 3, Lots 1.01, 3, 4, 5, 6 and 7.
 - Multi-Family Option: The Borough will create a new option in this overlay zone that permits multi-family residential dwellings as a permitted principal use, which is currently not permitted in the underlying zone and the existing overlay zone. The maximum density for the multi-family option will be set at 12 du/acre.
- **R-2 Overlay Zone**: The Borough will adopt an overlay zone on certain parcels in the R-2 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 3 du/acre on a minimum lot size of 3 acres, but with an affordable housing set-aside equal to what would be required at a density of 6 du/acre. The Borough will subsidize the affordable housing units associated with a density that exceeds the 3 du/acre. The Borough will provide language in the ordinance that indicates that the maximum density will be 6 units per acre if funding for the affordable housing units is not made available. The overlay zone will require a twenty percent (20%) affordable housing set-aside.

- **R-4 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-4 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 8 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **R-5 Overlay Zone:** The Borough will adopt an overlay zone on certain parcels in the R-5 district, as depicted on the map attached hereto as Exhibit B, to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 12 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- **10 Accessory Apartment Units:** The Borough's adopted an Accessory Apartment Ordinance on June 12, 2018. Any units created under this program up to 10 will be applied to the Borough's "unmet need." During the compliance phase of the litigation, the Borough will demonstrate that this program has been established and is ready to be implemented in accordance with N.J.A.C. 5:93-5.9, including through the adoption of a manual. The units must be affirmatively marketed. During the compliance phase of this litigation, the Borough will prepare all necessary manuals and forms for review by FSHC, the Special Master, and the Court prior to and at the Compliance Hearing.
- **Mandatory Set-Aside Ordinance ("MSO"):** The Borough will adopt a Borough-wide Mandatory Set-Aside Ordinance ("MSO"). The MSO will require a twenty percent (20%) affordable housing set-aside for residential developments comprised of five (5) or more dwelling units. The adoption of the MSO does not give any developer the right to any such rezoning, variance, redevelopment designation or other relief, or establish any obligation on the part of Rumson or its Planning Board to grant such rezoning, variance, redevelopment designation or other relief. The MSO will not apply to any of the affordable housing overlay zones described in this Agreement.
- **Development Fee Ordinance:** The Borough has a COAH approved Development Fee Ordinance ("DFO") in place, which will be amended to reflect current DFO language.

10. The Borough's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance 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.

11. The Borough agrees to require thirteen percent (13%) of all the affordable units referenced in this plan, with the exception of units constructed prior to July 1, 2008, and units subject to preliminary or final site plan approval prior to July 1, 2008, to be very-low-income units (defined as units affordable to households earning thirty percent (30%) or less of the regional median income by household size), with half of the very-low income units being available to families.

12. Rumson will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

13. At least fifty percent (50%) of the units addressing the Borough's RDP and at least fifty percent (50%) of the units addressing unmet need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households. The municipality shall demonstrate satisfaction of these requirements during the compliance phase of this matter.

14. At least twenty-five percent (25%) of the Borough's RDP shall be met through rental units, including at least half in rental units available to families.

15. At least half of the units addressing the Borough's RDP in total must be available to families.

16. The Borough agrees to comply with COAH's Round 2 age-restricted cap of twenty-five percent (25%), and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the Borough claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its Prior Round obligation and twenty-five percent (25%) of all units developed or planned to meet its Round 3 obligation.

17. The Borough and/or its administrative agent shall add the following entities 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 (510 Park Boulevard, Cherry Hill, NJ 08002); the New Jersey State Conference of the NAACP; the Latino Action Network (P.O. Box 943, Freehold, NJ 07728); STEPS, OCEAN, Inc.; the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP; the Supportive Housing Association; and any interested party in this matter. As part of its regional affirmative marketing strategies during implementation of its Fair Share Plan, the Borough and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

18. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be affordable to households earning at or below thirty-five percent (35%) of the regional median household income by household size, thirteen percent (13%) of affordable units in such projects shall be required to be affordable to households earning at or below thirty percent (30%) of the regional median household income by household size subject to Paragraph 11 herein, and all other applicable law. 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. The Borough, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, 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.

19. Upon full execution of this Agreement, Rumson shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Rumson will place this

Agreement on file in the Borough's municipal building and file a copy with the Court 30 days prior to the Fairness Hearing, at which the Borough will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in 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. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. Within 120 days of the approval of this Agreement by the Court after a Fairness Hearing, Rumson will adopt a Housing Element and Fair Share Plan, along with a Spending Plan, and will adopt all ordinances required to be adopted as part of this Agreement, and will submit same to the Court, the Court Master, and FSHC for review. The Borough, FSHC, the Court Master and the Court may agree to extend this period of time for good cause shown. The Borough will then apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Rumson's adopted Housing Element and Fair Share Plan and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Rumson shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the Borough's Fair Share Plan so long as adopted in conformance with this Agreement. If the Fairness and Compliance Hearings result in approval of this Agreement and the Borough's Fair Share Plan, the parties agree that the Borough will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such an Order shall maintain Rumson's immunity from all Mount Laurel lawsuits through July 2, 2025.

20. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Rumson's Gap (1999-2015) + Prospective Need (2015-2025) obligation is decreased to 268 or less, with any relevant appeal periods having passed, the Borough may file a proposed form of Order, on notice to FSHC and the Borough's Service List, seeking to reduce its Gap (1999-2015) + Prospective Need (2015-2025) obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the Borough shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the Borough's "unmet need", and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below what is established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Gap + Prospective Need for Round 3, the Borough may carry over any resulting surplus credits to Round 4.

21. The Borough shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the Borough and FSHC agree that the expenditures of funds contemplated in the Borough's Spending Plan shall constitute the "commitment" for expenditure required pursuant to

N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing 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). Upon approval of its Spending Plan, the Borough shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to FSHC 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.

22. On the first anniversary of the approval of this Agreement after a final Judgement of Compliance and Repose Order is entered by the Court, 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 FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the Borough may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

23. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$31,000 within forty-five (45) days of the Court's approval of this Agreement following the entry of a an order approving this Agreement after a Fairness Hearing. The Borough may delegate this obligation to one or more third parties, but if payment is not received by FSHC within forty-five (45) days after the approval of this agreement by the Court following a Fairness Hearing the Borough shall make the payment to FSHC within 10 days of FSHC's written request.

24. The Fair Housing Act includes two provisions regarding actions to be taken by the Borough during the ten-year period of protection provided in this agreement. The Borough agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the 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 FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the 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. To be clear, the midpoint review is less than a year away and the expectation should be no more than the Borough will comply with this Agreement.
- b. For the review of very-low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the approval of the Borough's Housing Element and Fair Share Plan via the entry of a Judgment of Compliance and Repose Order, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to FSHC, 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 FSHC on the issue of whether the municipality has complied with its very-low-income housing obligation under the terms of this settlement.

- c. In addition to the foregoing postings, the Borough may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

25. This Agreement may be enforced by the Borough or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County. If FSHC determines that such action is necessary, the Borough consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

26. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by 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 return to the *status quo ante*. In this regard, the Borough and FSHC acknowledge that the Parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

27. 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.

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

29. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the Borough and FSHC.

30. 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.

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

32. The Borough and FSHC acknowledge that this Agreement was not drafted by the Borough and FSHC, but was drafted, negotiated and reviewed by representatives of the

Borough and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Borough and FSHC expressly represent 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 persons executing it.

33. 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 the Borough and FSHC.

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

35. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the Borough and FSHC have executed and delivered this Agreement.

36. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Borough and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected to all interested parties and 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:

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: kevinwalsh@fairsharehousing.org

TO THE BOROUGH:

Erik C. Nolan, Esq.
Surenian, Edwards & Nolan, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: EN@Surenian.com

Martin M. Barger, Esq.
The Reussille Law Firm
149 Avenue at the Commons, Suite 1
Shrewsbury, NJ 07702
Phone: (732) 741-1800
Telecopier: (732) 758-9724
Email: Bargerlaw@aol.com

**WITH A COPY TO THE
BOROUGH ADMINISTRATOR:**

Thomas S. Rogers, Administrator
Borough of Rumson
80 East River Road
Rumson, NJ 07760
Phone: (732) 842-3300
Telecopier: (732) 219-0714
Email: trogers@rumsonnj.gov

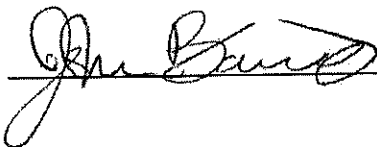
**WITH A COPY TO THE
SPECIAL MASTER:**

Francis J. Banisch, III, PP/AICP
Banisch Associates
111 Main Street
Flemington, NJ 08822
Phone: (908) 782-0835
Telecopier: (908) 782-7636
Email: frankbanisch@banisch.com

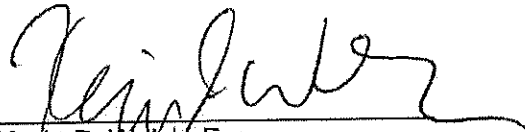
In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

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:

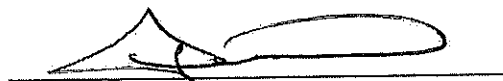


FAIR SHARE HOUSING CENTER:

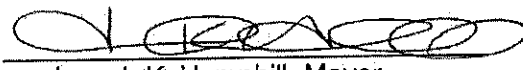
By: 
_____ Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center

Dated: 1/8, 2020

Witness/Attest:


_____ Thomas S. Rodgers
Borough Clerk and Administrator

BOROUGH OF RUMSON:

By: 
_____ Joseph K. Hemphill, Mayor
On Behalf of the Borough of Rumson

Dated: January 16th, 2020

EXHIBIT A
VACANT LAND ANALYSIS

Borough of Rumson
Vacant Land Analysis (VLA) and Realistic Development Potential (RDP)

July 2018

Updated November 2019

Prepared by:

Kendra Lelie, PP, AICP, LLA

Kyle + McManus Associates

Introduction

The Borough examined all (1) vacant sites, (2) underutilized sites and (3) sites that are likely to redevelop from a relatively low density and/or intensity use to one that would create an opportunity for affordable housing if inclusionary development were in place within the remaining third round timeframe (1999-2025).

Identification of Vacant Land

This inventory reviewed July 2018 MOD IV Tax Data records for Vacant (Property Class: 1), Public (Property Class 15C), Farmland (Property Classes 3A and 3B) lands in the Borough. These sites were joined to available parcel data in a Geographic Information System (GIS) in order to review development capability and potential. The Borough then examined each parcel to evaluate its suitability as an affordable housing site.

Permitted Exclusions

COAH regulations (N.J.A.C. 5:93-4.2(c)) establish the criteria by which sites or portions of sites in a municipal vacant land inventory may be excluded from the calculation of the municipality's Realistic Development Potential (RDP). Environmentally sensitive areas may be excluded from consideration, including flood hazard areas, wetlands, and areas characterized by steep slopes (defined in COAH's regulations as slopes with a grade of greater than fifteen percent) that render a site or a portion of a site unsuitable for low and moderate income housing. In addition, small isolated lots having an insufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the RDP. Agricultural land may be excluded when the development rights to the land has been restricted by covenant. Historic and architecturally important sites may also be excluded if sites are listed on the State Register of Historic Places. Furthermore, properties identified on the Recreation and Open Space Inventory (ROSI) as part of the NJDEP Green Acres Program are also excluded.

RDP Calculation and Conclusion

Additionally, our office made every attempt to consolidate acreage of parcels that were contiguous and/or under similar ownership. Ultimately, densities were assigned to be cognizant of the Borough's obligation, as well as keeping the context/character of their surroundings and sound planning principles in mind. This analysis of vacant sites identified one (1) vacant parcel contributing to the RDP. The analysis of "underdeveloped" sites identified four (4) farm assessed lots. The analysis of sites likely to redevelop if zoned for inclusionary development identified three (3) parcels and two (2) additional parcels that were presented by a developer for

inclusionary housing.

The following chart identifies each parcel by block and lot number, location, total parcel size, developable acreage, RDP density, total units and RDP units. In addition, a separate table is provided indicating those parcels that are vacant but fully constrained, Borough owned and farm assessed. The reason for exclusion is presented in the table.

Table 1: Sites Generating RDP						
Sites	Block / Lot	Address	Acres	Density (du/acre)	Total units	RDP
Vacant Land Suitable For Inclusionary Development						
1	103/1	50 Rumson Road	2.37 gross 2.37 net	6	14	3
Underdeveloped Sites Suitable For Inclusionary Development						
2	1/10	88 W. River Road	6.7 gross 6.52 net	6	39	8
3	1/16	72 W. River Road	8.5 gross 8.01 net	6	48	10
4	84/13	170 Rumson Road	6.23 gross 6.23 net	6	37	7
5	123/3.01	99 Rumson Road	6.44 gross 6.44 net	6	37	7
Sites Likely to Redevelop						
A	54/7	E. River Road	0.3 gross 0.3 net	12	4	0.75
B	54/8	E. River Road	0.16	12	2	0.4
C	59/10	Carton Street	0.52	20	10	2
D	94/5	Bingham Avenue	5.07 gross	6	30	6
E	124/31	91 Rumson Road	5.79 gross	6	34	6
Total						51

Table 2: Sites Not Generating RDP					
Sites	Block / Lot	Address	Acres	Zoning	Comments
Municipal					
a	115/23.01	BUENA VISTA AVE.	0.89 net	POS	Bird Sanctuary Constrained Undersized On ROSI
Farm-Assessed					
b	94/9.01	142 Bingham Ave	29.47 gross 28.42 net	R-1	Municipal Conservation Purposes: within 3% total land area limit
Other Lots Considered					
c	45/4	89 E. River Road	0.34 gross	GB	Environmental Contamination
d	52/12	118 E. River Road	0.19 gross	GB	Lot is too small
Vacant Constrained Parcels					
j	76/6	6 N Ward Avenue	1.79 gross	R-2	Fully Constrained Flood Hazard Wetlands
k	108/12	2 Waterway	0.95 gross	R-2	Fully Constrained Flood Hazard
l	119/2	25 Heathcliff Road	1.33 gross	R-1	Fully Constrained Flood Hazard Wetlands
m	121/1.02	Broadmoor Drive	3.71 gross	R-1	Fully Constrained Flood Hazard Wetlands
n	121/1.03	Broadmoor Drive	2.74 gross	R-1	Fully Constrained Flood Hazard Wetlands
o	122/2	115 Rumson Road	1.49 gross	R-1	Constrained / House Flood Hazard Wetlands
p	128/5	9 Ave of Two Rivers	2.41 gross	R-1	Fully Constrained Flood Hazard
q	128/6.01	15 Ave of Two Rivers	2.27 gross	R-1	Fully Constrained Flood Hazard
r	128/10.1	Oyster Bay Drive	0.14 gross	R-1	Fully Constrained Flood Hazard
s	144/13	71 1/2 Waterman Ave	0.29 gross	R-5	Fully Constrained Flood Hazard
t	163/1	Island	3.84 gross	POS	Fully Constrained Flood Hazard Wetlands
u	164/1	Island	11.38 gross	POS	Fully Constrained Flood Hazard Wetlands
v	164/2	Island	5.24 gross	POS	Fully Constrained Flood Hazard Wetlands
w	168/1	Island	0.77 gross	POS	Fully Constrained Flood Hazard Wetlands

Golf Course					
x	112/1	163 RUMSON ROAD	125.5 gross 81.7 net	R-1	Private – Member owned

RCP Generating Sites (Vacant)

- 1 - 60 RUMSON ROAD
- 2 - 66 W RIVER ROAD
- 3 - 72 W RIVER ROAD
- 4 - 170 RUMSON ROAD
- 5 - 64 RUMSON ROAD
- A - 138 E. RIVER ROAD
- B - 138 E. RIVER ROAD
- C - 132 BRIDGEMAN AVENUE
- D - 61 RUMSON ROAD

RCP Non-Contributing Sites

- (a) - 616 N. WEST AVE
- (b) - 142 BRIDGEMAN AVENUE
- (c) - 66 RIVER ROAD
- (d) - 138 E. RIVER ROAD
- (e) - 163 RUMSON ROAD

Vacant Constrained Land

- (a) - 616 BRIDGEMAN AVENUE
- (b) - 2 WATERBURY
- (c) - 88 HEATHCLIFF ROAD
- (d) - END OF BRIDGEMAN DRIVE
- (e) - END OF BRIDGEMAN DRIVE
- (f) - 118 RUMSON ROAD
- (g) - 9 AVE. OF TWO RIVERS RD.
- (h) - 16 AVE. OF TWO RIVERS RD.
- (i) - OYSTER BAY DRIVE
- (j) - 71 1/2 WATERBURY AVENUE
- (k) - ISLAND W. OF B.P.
- (l) - ISLAND W. OF B.P.
- (m) - ISLAND
- (n) - ISLAND

Scale: Feet
0 1000 2000

Note: This map is for informational purposes only. It is not intended to be used for any other purpose. The information on this map is for informational purposes only.








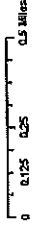
EXHIBIT B
OVERLAY ZONE MAP

Overlay Districts

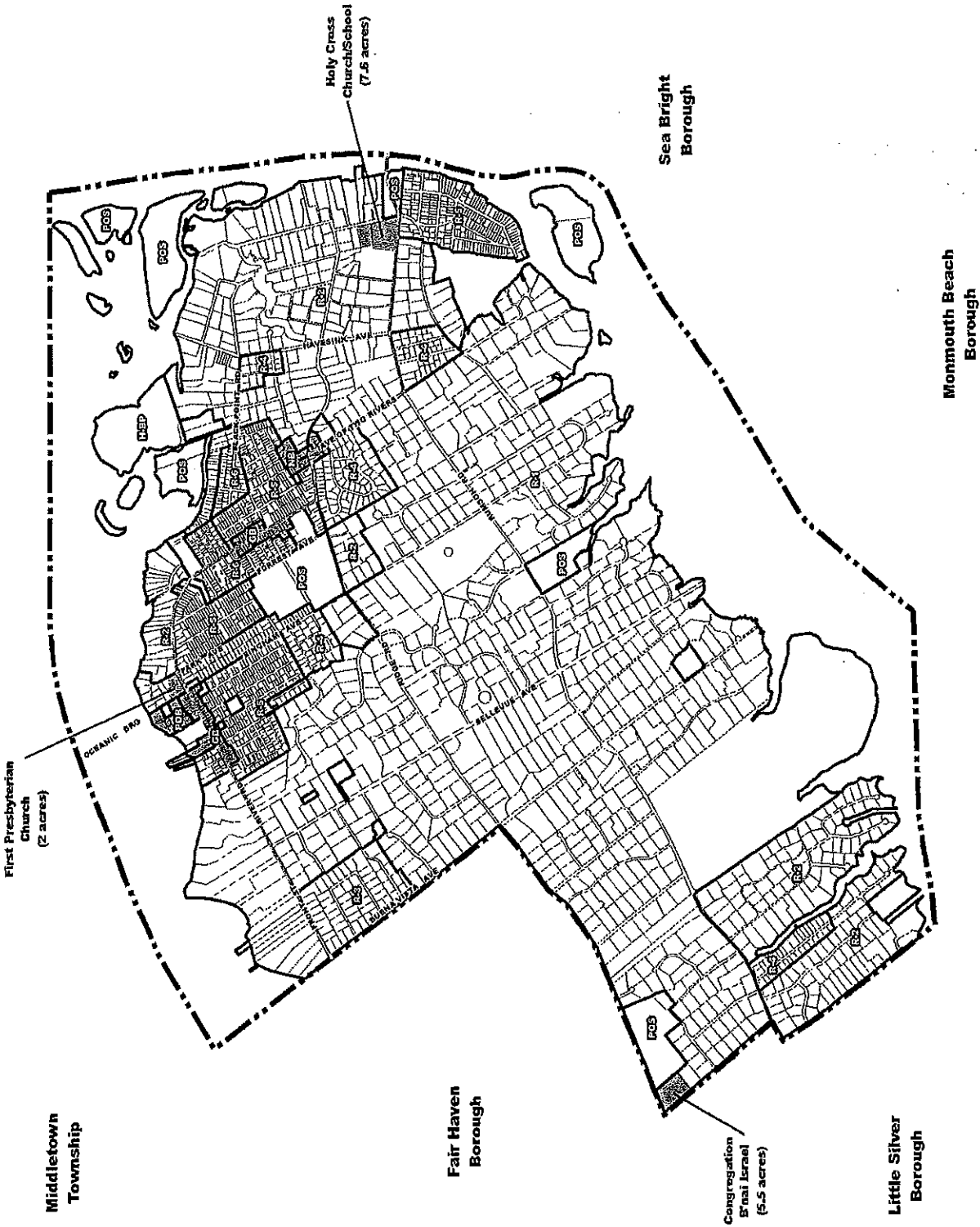
LOCATION: Rumson Borough, Monmouth County, NJ

DATE: August 7, 2019

-  NJ Transit Bus Route
-  Rumson Borough
-  Zoning Boundaries
-  Expanded GB Overlay District
-  Residential Overlay District v5
-  Faith Institution Overlay District
-  GB, NB, & POB Zoning Districts



Clarke Caton Hintz
 Architecture
 Planning
 Landscape Architecture



AFFORDABLE HOUSING SETTLEMENT AGREEMENT

THIS AFFORDABLE HOUSING SETTLEMENT AGREEMENT (“*Agreement*”) is made this 16th day of JANUARY, 2020, by and between:

BOROUGH OF RUMSON, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at 80 East River Road, Rumson, New Jersey 07760 (“*Borough*”); and

YELLOW BROOK PROPERTY CO., LLC, a New Jersey corporation with a business address of 247 Bridge Avenue, Suite 5, Red Bank, New Jersey 07701 (“*Yellow Brook*” or “*Developer*”).

Collectively, the Borough and Yellow Brook shall be referred to as the “*Parties*.” All references to Yellow Brook or Developer shall include its successors, affiliates and assigns.

WHEREAS, in compliance with the New Jersey Supreme Court’s decision in 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), on or about July 2, 2015, the Borough filed a Declaratory Judgment Action with the Superior Court of New Jersey (“*Court*”), entitled In the Matter of the Application of the Borough of Rumson, County of Monmouth, Docket No. MON-L-2483-15, seeking a Judgment of Compliance and Repose approving its Compliance Plan (as defined herein) as may be amended or supplemented, in addition to related relief (“*Compliance Action*”); and

WHEREAS, Yellow Brook is an “interested party” in the Compliance Action and is seeking to intervene in said action (the “*Intervention*”); and

WHEREAS, Yellow Brook is the owner of a property within the Borough located at 62 Carton Street and identified as Block 59, Lot 10 (“*Carton Street Property*”), and is also the contract purchaser of two properties within the Borough, located at (1) 132 Bingham Avenue and identified as Block 94, Lot 5 on the Borough tax map (“*Bingham Avenue Property*”), and (2) 91 Rumson Road and identified as Block 124, Lot 31 (“*Rumson Road Property*”) (together referred to as “*Yellow Brook Properties*”); and

WHEREAS, as a result of settlement negotiations with the Borough, Yellow Brook proposes to develop the Bingham Avenue Property and Rumson Road Property (“*Market Development Properties*”) with thirty-four (34) multi-family market-rate residential development units (“*Market Development*”) as generally shown in the concept plans and elevations attached as **Exhibit A** (“*Bingham Avenue Concept Plan and Elevations*”) and **Exhibit C** (“*Rumson Road Concept Plan and Elevations*”) (collectively referred to as the “*Market Concept Plans*”); and

WHEREAS, as a result of settlement negotiations with the Borough, Yellow Brook proposes to make a payment in lieu of construction to satisfy the required affordable housing obligation related to the Market Development and the parties have agreed that Yellow Brook will satisfy a portion of its payment in lieu obligation by dedicating the Carton Street Property to the

Borough for use as an affordable housing project and by taking a credit against its obligation as detailed below based upon an agreed upon value of the dedication; and

WHEREAS, as a result of negotiations, the parties have come to a resolution of the Intervention by rezoning for the Market Development Properties to permit development at increased densities and to use the payment in lieu to provide affordable housing on the Carton Street Property, and in other areas of the Borough, and by including the Market Development in the Borough's compliance plan (a.k.a. Housing Element & Fair Share Plan), to partially address its Prior Round (1987-1999) and Third Round (1999-2025) affordable housing obligations ("*Compliance Plan*"); and

WHEREAS, this Agreement does not address and resolve all of the Borough's affordable housing needs; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, each binding itself, its successors, affiliates and assigns, agree as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to create a realistic opportunity for the construction of affordable housing by creating zoning incentives for the Market Development Properties sufficient to generate a payment in lieu ("PIL") that can be used to provide affordable housing, which PIL can be partially satisfied through the dedication of the Carton Property to the Borough as detailed below.

1.2 The Parties agree that the Market Development Properties are available, approvable, developable and suitable for the proposed Market Development as those terms are used in this Agreement for the use permitted by this agreement. No representations are made as to sanitary sewer capacity and water capacity associated with the development of the Market Development Properties, except that the Borough is not aware of any water or sanitary sewer capacity issues that would impact the Market Rate Development.

ARTICLE II – BASIC TERMS AND CONDITIONS

2.1 In the event of any legal challenges to the Required Approvals (as defined below), including a challenge by any third party, Yellow Brook, the Borough and the Planning Board shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or of the Market Development, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement, subject to the limitation of any increased densities on the market parcels.

2.2 This Agreement does not purport to resolve all of the issues before the Court raised in the Compliance Action. Those issues may be addressed in any agreement the Borough reaches with FSHC or, in the absence of an agreement, through litigation.

ARTICLE III – REZONING

3.1 Market Development Properties: The Market Development Properties will be rezoned to permit multi-family market-rate residential housing, which will be in lieu of the current zoning on the Market Development Properties, substantially in accordance with the Bingham Avenue Concept Plan and Elevations (**Exhibit A**) and the Rumson Road Concept Plan and Elevations (**Exhibit C**). The Market Development shall be further subject to the following requirements:

- 3.1.1 Proposed Development.** The multi-family market-rate residential development of the Market Development Properties shall be developed with a density allowing up to 34 residential units consisting of up to 18 units on Bingham Avenue and up to 16 on Rumson Road.
- 3.1.2 Parking.** Parking for the Market Development shall comply with the Residential Site Improvement Standards, N.J.A.C. 5:21-1.1, et seq. (“*RSIS*”).
- 3.1.3 Affordable Housing Requirement.** The affordable housing requirement in connection with the Market Development shall be satisfied as set forth in Section 4.2 herein.

3.2 Timing of Rezoning: The Borough shall introduce the Rezoning Ordinances for both the Bingham Avenue project and the Rumson Road project, which are attached hereto in final draft form as **Exhibits B and D** (“*Rezoning Ordinances*”), after the Court enters an Order approving this Agreement after a duly noticed Fairness Hearing is held, with the second reading of the ordinance to occur prior to the final Compliance Hearing. The Borough shall not await the entry of a Judgment of Compliance and Repose (“*JOR*”) before it entertains the rezoning of the subject properties. The Borough professionals have reviewed the Rezoning Ordinance and the Market Concept Plans, and have confirmed that no variances or waivers are required. In the event the Borough does not adopt the Rezoning Ordinance on second reading for any reason, the parties shall be free to attempt to work out their differences or, each party may declare the agreement null and void, return to the *status quo ante* and assert any position they deem appropriate.

ARTICLE IV - DEVELOPER OBLIGATIONS

4.1 Obligation To File Development Applications In Accordance With Ordinance, Concept Plan And The Elevations: It is the intention of the Parties to have the Developer file development applications, which will be consistent with the Market Concept Plans and Elevations, attached hereto as Exhibits A and C. Nothing herein shall preclude the Developer from seeking reasonable bulk variances, waivers or *de minimis* exceptions as part of the development applications.

4.2 Affordable Housing Requirements. Developer shall satisfy the affordable housing obligation required in connection with the Market Development as follows:

4.2.1 Dedication of Carton Street Property: Developer shall dedicate the Carton Street Property to the Borough, or a non-profit entity designated by the Borough, for use for affordable housing and shall receive a credit against its payment in lieu of construction as outlined in Section 4.2.2 below. Developer shall not be obligated to deed the property to the Borough, or designee, until Developer has secured preliminary and final site plan approval on both Market Development Properties with all conditions of approval satisfied, and with all appeal periods having expired with no appeal having been filed. The Developer will deed the Carton Street Property to the Borough, or designee, within 45 days after the appeal periods have expired. In the event an appeal is filed, Developer shall not be obligated to deed the Carton Street Property to the Borough, or its designee, until all appeals have been resolved in Developer's favor (i.e., the site plan approvals upheld). Developer agrees that it will file a development application for preliminary and final site plan approval with the Rumson Planning Board on both parcels within 60 days of the Market Development Properties being rezoned and diligently and simultaneously seek these preliminary and final approvals. Developer shall furnish the Borough any Phase 1 and 2 reports that it has acquired or is aware of in this regard, with respect to any environmental contamination or the existing historic fill on the Carton Street Property. Prior to dedicating Carton Street to the Borough, Yellow Brook shall either (a) have its environmental consultant confirm there are no underground storage tanks ("USTs") on the Carton Street Property, or (b) if USTs are determined to be on the Carton Street Property, have the same removed with all appropriate permitting and approvals in accordance with local, county and State law. If after dedication of the Carton Street Property, and after the building on the site is demolished, a UST is found under the building, Yellow Brook shall be responsible for the cost of removing the UST.

As identified in the Melick-Tully & Associates letter report dated November 11, 2019 ("M-T Report"), the only environmental area of concern that requires remediation is the historic fill on the Carton Street Property. Prior to dedication of the Carton Street Property to the Borough (or its designee), Yellow Brook shall obtain a limited restricted Remedial Action Outcome (RAO) from an LSRP in connection with the existing commercial use. Following dedication of the Carton Street Property to the Borough (or its designee), the Borough (or its designee) will be responsible for obtaining a new RAO for the proposed residential development on the Carton Street Property. Yellow Brook agrees to allow the Borough (or its designee) to use the prior environmental reports and studies Yellow Brook had prepared for its RAO. If it is determined that it is not feasible to remediate the Carton Street Property under the NJDEP

regulations, or to provide engineering/institutional controls so that it is suitable for residential development, then the Developer will pay the Borough the full amount owed for its total affordable housing obligation as described in Section 4.2.2 herein, and the Developer will retain ownership of the Carton Street Property.

4.2.2 Payment in Lieu of Construction: Developer shall make a payment in lieu of construction for nine (9) affordable units based upon approvals for 34 market units. The cost for each affordable unit shall be Three Hundred Fifty Thousand Dollars (\$350,000.00), totaling Three Million One Hundred Fifty Dollars (\$3,150,000.00) ("*Payment*"). The Developer shall receive a credit against the Payment in the amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00), which represents the cost to Developer in purchasing the Carton Property. The Payment shall be made on a per unit basis at the time when an affordable unit would have been required to be completed under COAH's phasing schedule in N.J.A.C. 5:93-5.6(d) ("*Phasing Schedule*"). Developer's credit for the Carton Property in the amount of \$1,700,000, shall represent payment towards 4.85 affordable units. Therefore, Developer will not have to make any additional payments until it reaches the 75% completion threshold in the Phasing Schedule of the combined projects. In the event the Carton Street Parcel is not developable as per Section 4.2.1 herein, the Developer will be responsible for paying the entire Payment to the Borough.

4.3 Obligation To Support Borough's Application for Approval of its Affordable Housing Compliance Plan As May Be Amended. As it pertains to the Borough's application for approval of its Compliance Plan as may be amended and provided the Borough has complied with its obligations herein and is not in default under this Agreement, Yellow Brook shall support the Borough's efforts to secure approval of its Compliance Plan as may be amended. Provided that the Borough has complied with its obligations herein and is not in default under this Agreement, Yellow Brook shall also support the Court's implementation of the Compliance Plan, as it may be amended in any form, unless the Compliance Plan deprives Yellow Brook of any rights created hereunder, or unless the Borough undertakes any action to obstruct or impede Yellow Brook from securing such approvals as it needs to develop the Market Rate Development.

4.4 Obligations With Respect To Sites Other Than The Market Development Properties. Yellow Brook is free to seek to redevelop any site that the Borough has targeted and included in its Compliance Plan, but is not free to directly or indirectly seek to redevelop any other site in the Borough for multi-family inclusionary residential development as part of satisfying the Borough's Third Round affordable housing obligation (which includes the Borough's Prior Round obligation). This provision of this Agreement is non-severable.

ARTICLE V - OBLIGATIONS OF THE BOROUGH

5.1 The Rezoning Ordinances: The Borough shall adopt the ordinance to permit the development of the Market Development Properties reasonably consistent with the Market Concept Plans, (the “*Rezoning Ordinances*”) within the time specified in Section 3.2.

5.2 Obligation To Cooperate: The Borough acknowledges that in order for Developer to construct the Market Development on the Market Development Properties the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the Parties to this Agreement and the development contemplated hereby, and from (2) all relevant public entities and utilities; such as, by way of example only, the Borough, the Planning Board, the County of Monmouth, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, “*Required Approvals*”). The Borough agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain the Required Approvals provided that if such cooperation requires the Borough or its boards to retain outside professionals at the request of Yellow Brook, Yellow Brook shall be responsible for all reasonable costs for these services.

5.3 Obligation to Maintain Proposed Re-Zoning of Property: The Borough agrees that if a decision of a court of competent jurisdiction in Monmouth 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 affordable housing obligation for the Borough for the period 1987-2025 that would lower the Borough’s affordable housing obligation beyond that established by COAH for the period 1987-1999 and/or this Court for the period 1999-2025, the Borough shall nonetheless implement the Rezoning Ordinances contemplated by this Agreement and take all steps necessary to support the development of the Market Development contemplated by this Agreement.

5.4 Obligation to Refrain From Imposing Cost-Generative Requirements. The parties acknowledge that the Rezoning Ordinance has been designed to permit the development of the subject properties in accordance with the detailed concept plans attached hereto, and that the adoption of the ordinance satisfies the Borough’s obligations to relieve the developer of cost generative features not necessary for health or safety except with respect to the Borough’s tree ordinance. In lieu of complying with the Borough’s tree ordinance, Developer shall provide a report showing what trees are being preserved and what trees are being removed that shall, to the maximum extent practicable, preserve existing trees in the between the market parcels and the adjacent parcels.

ARTICLE VI – MUTUAL OBLIGATIONS

6.1 Obligation To Comply with State Regulations: 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 Market Development, 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.

6.2 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 introduction and adoption of the Rezoning Ordinance, the Required Approvals, the development of the Yellow Brook Properties consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

6.3 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Yellow Brook Properties (“*Notice[s]*”) shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and in addition, where feasible (for example, any transmittal of less than fifty (50) pages), by facsimile or electronic mail. 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 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 DEVELOPER: Yellow Brook Property Co., LLC
Roger Mumford
247 Bridge Avenue, Suite 5
Red Bank, NJ 07701
Phone: (732) 842-1580
E-mail: rmumford@mumfordhomes.com

With a copy to: Craig M. Gianetti, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054
Phone: (973) 966 8053
E-mail: cgianetti@daypitney.com

TO THE BOROUGH: Erik C. Nolan, Esq.
Surenian, Edwards & Nolan, LLC
707 Union Avenue
Suite 301
Brielle, New Jersey 08730
Phone: (732) 612-3100
Email: en@surenian.com

With a Copy to: Thomas S. Rogers, Municipal Clerk and Administrator
Borough of Rumson
80 East River Road
Rumson, NJ 07760
Phone: (732) 842-3300
E-mail: trogers@rumsonnj.gov

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 Necessity of Required Approvals: The Parties recognize that the site plans required to implement the Market Developments provided in this Agreement, and such other actions as may be required of the Planning Board or Borough under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Borough Council, as appropriate, and in accordance with their duties and the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, it being understood that any such action shall be in accordance with procedures established by law.

7.2 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 in writing 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 forty-five (45) days or such reasonable period of time as may be appropriate. In the event the defaulting Party fails to cure within forty-five (45) 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.

7.3 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.

7.4 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, affiliates and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors, affiliates and assigns.

7.5 Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Jersey.

7.6 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties or, in the event of a partial assignment reference above in Section 7.4, signed by the assignee whose rights and obligations are affected by such modification, amendment, or alteration.

7.7 Effect of Counterparts: This Agreement may be executed simultaneously in one (1) or more facsimile or PDF counterparts, each of which shall be deemed an original. Any facsimile or PDF counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth in this Agreement.

7.8 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 in this Agreement.

7.9 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.

7.10 Schedules: 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.

7.11 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.

7.12 Effective Date: The effective date ("*Effective Date*") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement and upon approval of this agreement at a duly noticed fairness hearing at which both parties shall appear and seek a determination by the Court that this agreement is fair and reasonable to lower income households.

7.13 Waiver. The Parties agree that this Agreement is enforceable. 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.

7.14 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.

7.15 Construction, Resolution of Disputes. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth 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 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the Borough's Compliance Plan or Zoning Ordinances, and this Agreement shall control with respect to those matters as applied to the Property. As to any inconsistencies between the Required Approvals and this Agreement, the Required Approvals shall control.

7.17 Transferability. Yellow Brook shall not transfer the development rights bestowed upon it in this Agreement to another developer without the Borough's Consent, which shall not be unreasonably withheld.

7.18 Fair Share Housing Center Attorneys' Fees and Costs. Fair Share Housing Center is requiring a payment of \$31,000 from the Borough for attorneys' fees and/or costs in connection with this litigation. As part of this Agreement, Yellow Brook agrees that it shall pay the fee of \$31,000 on behalf of the Borough within thirty (30) days of receipt of a request for said payment from the Borough, which request shall be made after said fee is due under the Borough's settlement agreement with Fair Share Housing Center.

7.19 Recitals. The recitals of this Agreement are incorporated by reference.


[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties 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.

Attest:

YELLOW BROOK PROPERTY CO., LLC


Hayley Nichols
Name:


By: 
Name: Roger Mumford
Title: Member

Date: JANUARY 10, 2020

Attest:

BOROUGH OF RUMSON,
A Municipal Corporation of the
State of New Jersey


Name: Thomas S. Rogers
Title: Municipal Clerk and Administrator

By: 
Name: Joseph K. Hemphill
Title: Mayor

Date: JANUARY 16, 2020

EXHIBIT A

**CONCEPT SITE PLAN AND ELEVATIONS
FOR BINGHAM AVENUE DEVELOPMENT**

132 BINGHAM AVENUE - ATTACHMENT TO SETTLEMENT AGREEMENT

- SCHEMATIC LANDSCAPE BUFFER PLAN
- CONCEPT PLAN – BULK STANDARDS
- SCHEMATIC DUPLEX PLANTING PLAN
- LANDSCAPE BUFFER SECTIONS – BEFORE & AFTER
- LANDSCAPE BUFFER SECTIONS WITH SUPPLEMENTAL INFORMATION
- DUPLEX ARCHITECTURE
- EXTERIOR MATERIALS



NOTES:

1. THE PROPOSED BUFFER PALETTE PLANTINGS SHALL BE DESIGNED IN A FREE FORM MANNER AND SHALL BE APPROVED BY THE BOARD OF APPEALS AND ZONING BOARD OF ADJUSTMENT TO REMAIN AS WELL AS THE SURROUNDING NEIGHBORHOOD. STRAIGHT ROWS OF PLANT MATERIAL IS DEPRECATED.
2. THE APPLICANT SHALL UTILIZE THE EXISTING TREE INVENTORY PHOTOS BY ROY GEDDER AS A GUIDE IN THE PROPOSED BUFFER MATERIAL AND LAYOUT.
3. HARDSCAPE ELEMENTS ARE ENCOURAGED (LOW FENCES, WALLS, ACCENTFOCAL POINTS ETC.) PLANT LOCATIONS AND QUANTITIES ARE APPROXIMATE AND SHALL BE USED AS GUIDE DURING DESIGN LAYOUT. SPECIES AND QUANTITIES ARE SUBJECT TO APPROVAL BY RUMSON BOROUGH.
4. MAKE MAP INFORMATION OBTAINED FROM AN AERIAL PHOTOGRAPHIC SURVEY PREPARED FOR LOT 31 BLOCK 124, SITUATED IN THE BOROUGH OF RUMSON, MONMOUTH COUNTY, NEW JERSEY PREPARED BY FRENCH AND PARRELLO ASSOCIATES, DATED JULY 24, 2019.
5. ARCHITECTURE FOOTPRINT OBTAINED FROM VIRTUOSO ARCHITECTURE, SEA GIRT, NEW JERSEY.
6. OUTDOOR BROUGHTCHEN NOTE: THE OWNER OF EACH UNIT SHALL HAVE THE OPTION OF ADDING A 10' X 2' UNCOVERED BROUGHTCHEN AREA TO THE PROPOSED PATIO AREA. LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE AND FOR ILLUSTRATION PURPOSES ONLY.
7. THIS PLAN SHALL BE USED FOR SCHEMATIC DESIGN PURPOSES ONLY.

PLANTING PALETTE TYPE A WITH EXISTING EVERGREEN TREES

- A. DECIDUOUS SHADE TREES (AZALEA, QUERCUS, NYLIA)
- B. EVERGREEN TREES (RED CEDAR, WAX JUNGLE, MAGNOLIA)
- C. HEDGEROW OF EVERGREEN TREES (RED CEDAR, WAX JUNGLE)
- D. SMALLER DECIDUOUS SHRUBS (KALAMA, AZALEA)
- E. SMALLER EVERGREEN SHRUBS (KALAMA, AZALEA)
- F. BED OF PERENNIALS OR GRASSES (COROPHORA, RUBICOLA)

PLANTING PALETTE TYPE B

- A. LARGE SHADE TOLERANT EVERGREEN SHRUBS (LILY, VERBENUM)
- B. SMALLER SHADE TOLERANT DECIDUOUS SHRUBS (KALAMA, AZALEA)
- C. FRONT BOUNDARY OF SHADE TOLERANT PERENNIALS OR GRASS/COVER (LOROPETALUM, ACHYSANDEIRA, HELLERBORIS)
- D. FRONT BOUNDARY OF SHADE TOLERANT PERENNIALS OR GRASS/COVER (LOROPETALUM, ACHYSANDEIRA, HELLERBORIS)

PLANTING PALETTE TYPE C - SUNNY CONDITIONS

- A. AT LEAST ONE ORNAMENTAL STATEMENT TREE (MAGNOLIA, HAMELEIS)
- B. TOLERANT DECIDUOUS AND EVERGREEN SHRUBS (LILY, VERBENUM)
- C. FRONT BOUNDARY OF FULL SUN PERENNIALS EUROPE (LOROPETALUM, ACHYSANDEIRA)

PLANTING PALETTE TYPE D - PERENNIALS, ORNAMENTAL GRASSES, AND SMALL SHRUBS (KALAMA, AZALEA, RUBICOLA, VERBENUM, COROPHORA)



NOTE: THIS PLAN SHALL BE USED FOR INFORMATIONAL PURPOSES REGARDING THE PROPOSED SCHEMATIC BUFFER LAYOUT ONLY. PROPOSED LANDSCAPING FOR THE INTERIOR OF THE SITE SHALL BE PROVIDED AT THE TIME OF FORMAL SITE PLAN SUBMISSION.

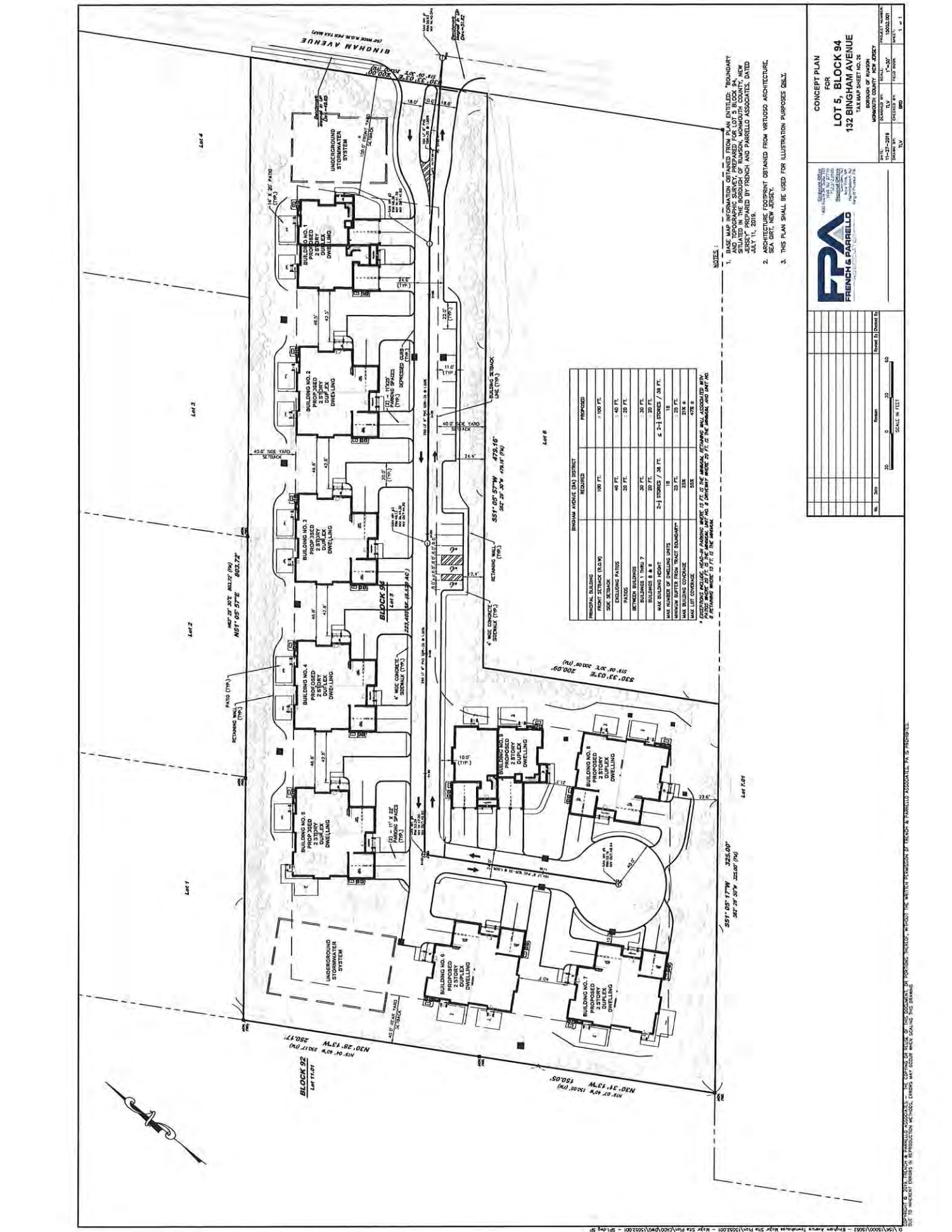
LEGEND



FRENCH & PARRELLO
ARCHITECTS & PLANNERS

SCHEMATIC LANDSCAPE BUFFER PLAN
FOR
PROPOSED RESIDENTIAL SITE PLAN
132 BINGHAM AVE
LOT 31, BLOCK 124
RUMSON TOWNSHIP, NEW JERSEY

DATE: 11/11/2019
SCALE: 1" = 100'



ITEM	QUANTITY	UNIT	REMARKS
PROPOSED BUILDING	100 FT.	-	7-100 FT.
FRONT SETBACK (R.O.W)	40 FT.	-	40 FT.
SIDE SETBACK	20 FT.	-	20 FT.
REAR SETBACK	20 FT.	-	20 FT.
MAX. BUILDING HEIGHT	30 FT.	-	30 FT.
MAX. NUMBER OF BUILDING UNITS	2-3	STORIES / 28 FT.	2-3 STORIES / 28 FT.
MINIMUM SETBACK FROM TRUCK BOUNDARY*	10 FT.	-	10 FT.
MINIMUM SETBACK FROM TRUCK BOUNDARY**	20 FT.	-	20 FT.
MAX. LOT COVERAGE	55%	-	55%

NOTES:
 1. BASE MAP INFORMATION OBTAINED FROM PLAN ENVELOPE. BOUNDARY SITUATED IN THE BOROUGHS OF RAMONA, MONMOUTH COUNTY, NEW JERSEY. THIS PLAN IS THE PROPERTY OF FRENCH & PARRELL ASSOCIATES, DATED JULY 11, 2018.
 2. ARCHITECTURE FOOTPRINT OBTAINED FROM VERTUSSO ARCHITECTURE, SEA CRT, NEW JERSEY.
 3. THIS PLAN SHALL BE USED FOR ILLUSTRATION PURPOSES ONLY.

FRENCH & PARRELL ASSOCIATES
 ARCHITECTS

CONCEPT PLAN
 FOR
LOT 5, BLOCK 94
 132 BINGHAM AVENUE
 TAX MAP SHEET NO. 28
 MONMOUTH COUNTY, NEW JERSEY

PROJECT NO.	2018-001
DATE	07/11/2018
SCALE	AS SHOWN
PROJECT NAME	LOT 5, BLOCK 94
CLIENT	132 BINGHAM AVENUE
PROJECT NUMBER	1
DATE	07/11/2018

LEGEND

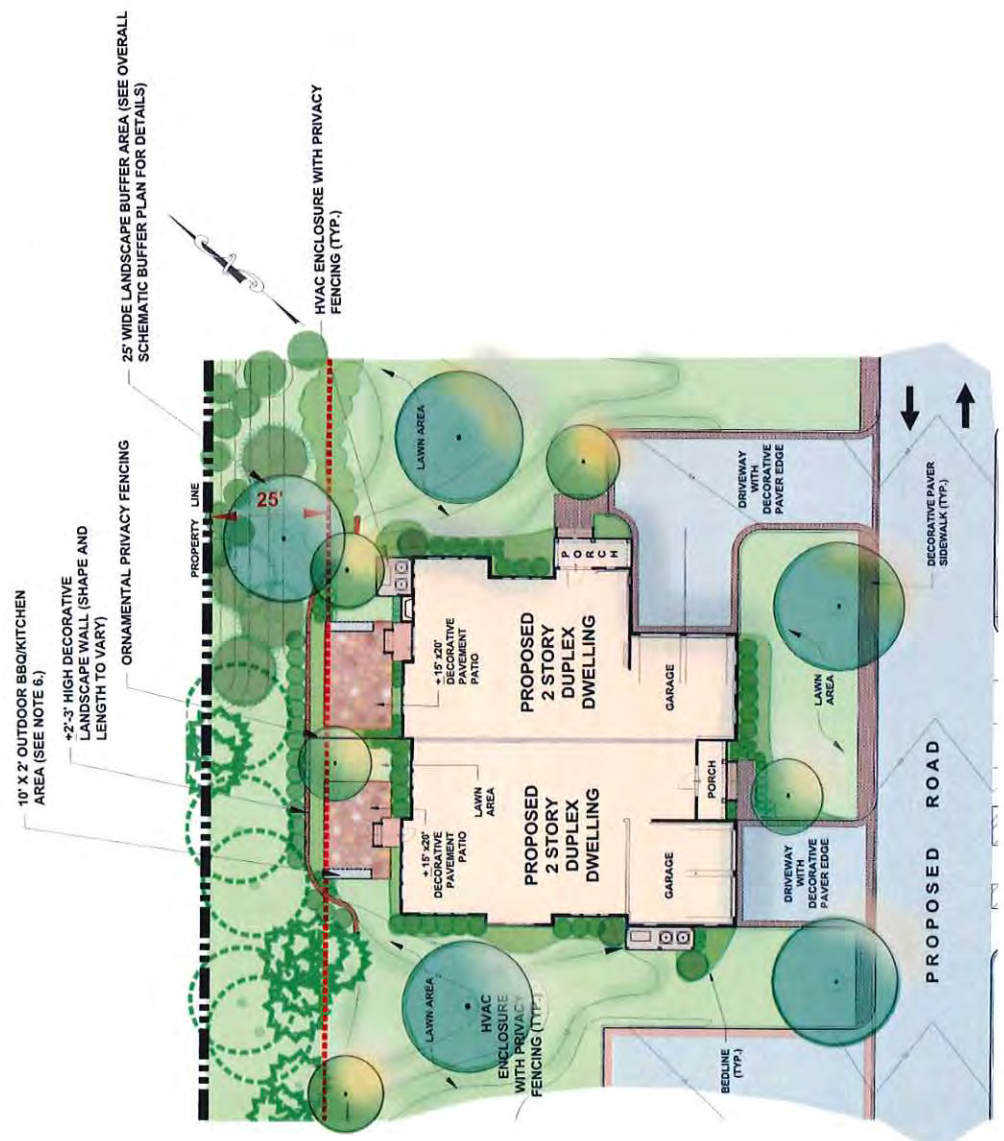
DUPLEX PLANTING PALETTE - RECOMMENDED PALETTE OF PLANT GROUPINGS

- A. DECIDUOUS SHADE TREES (ACER, QUERCUS, TILIA)
- B. SMALL EVERGREEN TREES (LEX CHINENSIS, BLUE BOY AND GIRL, TAXUS CAPitata)
- C. LARGE EVERGREEN AND DECIDUOUS SHRUBS (RHODODENDRON, ILEX, HYDRANGEA, NIPPONICAE, AND JAPANESE BERRY (ILEX OPALPA FEMALE AND MALE))
- D. SMALL EVERGREEN AND DECIDUOUS SHRUBS (EUNYMIUS VARIEGATED, AZALEA, SPIREA)
- E. DECIDUOUS ORNAMENTAL UNDERSTORY TREES (CORNUS, CERIS)
- F. BED OF PERENNIALS, GROUNDCOVER OR ORNAMENTAL GRASSES (COROPHIS, RUBISCOCLA, MISICANTUS, PACHYSANDRA, FESQUE, ETC.)

- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN

NOTE:

1. THE PROPOSED DUPLEX FOUNDATION PLANTINGS SHALL BE DESIGNED IN A FREE FORM AND SHAPES THAT COMPLEMENT THE ARCHITECTURE AND MATERIALS TO REMAIN AS WELL AS THE SURROUNDING NEIGHBORHOOD. STRAIGHT ROWS OF PLANT MATERIAL ARE DISCOURAGED.
2. THE SPECIES AND LOCATIONS OF FOUNDATION PLANT MATERIAL SHALL VARY TO PROVIDE FOUR SEASONAL INTEREST AND LANDSCAPE VARIETY TO THE PROPOSED COMMUNITY.
3. HARDSCAPE ELEMENTS ARE ENCOURAGED (LOW FENCES, WALLS, ACCENT/FOCAL POINTS ETC.)
4. BASE MAP INFORMATION OBTAINED FROM PLAN ENTITLED: "TOPOGRAPHIC SURVEY, PREPARED FOR LOT 73 BLOCK 154, SITUATED IN THE BOROUGH OF RUMSON, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY FRINCH AND PARRILLO ASSOCIATES, DATED JULY 14, 2014.
5. ARCHITECTURE FOOTPRINT OBTAINED FROM VIRTUOSO ARCHITECTURE, SEA GIRT, NEW JERSEY.
6. OUTDOOR BROWKITCHER NOTE: THE OWNER OF EACH UNIT SHALL HAVE THE OPTION OF ADDRESSING THE PLANTING AND LANDSCAPING OF THE PROPOSED DUPLEX UNITS. LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE AND FOR ILLUSTRATION PURPOSES ONLY.
7. THIS PLAN SHALL BE USED FOR SCHEMATIC DESIGN PURPOSES ONLY.



SCHEMATIC DUPLEX PLANTING PLAN
SCALE: 1" = 10'

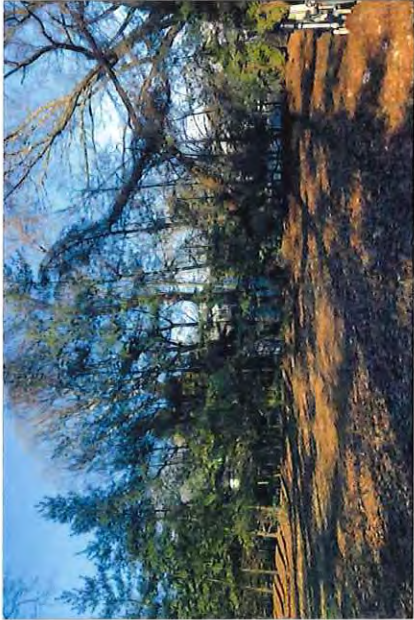
NOTE: THIS PLAN SHALL BE USED FOR INFORMATIONAL PURPOSES REGARDING THE PROPOSED SCHEMATIC UNIT PLANTING LAYOUT ONLY. FINAL LANDSCAPING LAYOUT SHALL BE PROVIDED AT THE TIME OF FORMAL SITE PLAN SUBMISSION.

SCHEMATIC DUPLEX PLANTING PLAN
PROPOSED RESIDENTIAL SITE PLAN
132 BRICKLAWN AVE
LOT 73, BLOCK 154

FPA
FRINCH & PARRILLO

DATE: 07/20/14

SCALE: 1" = 10'



BEFORE
FACING 79 RIDGE ROAD. STAKE LOCATION: 6-7



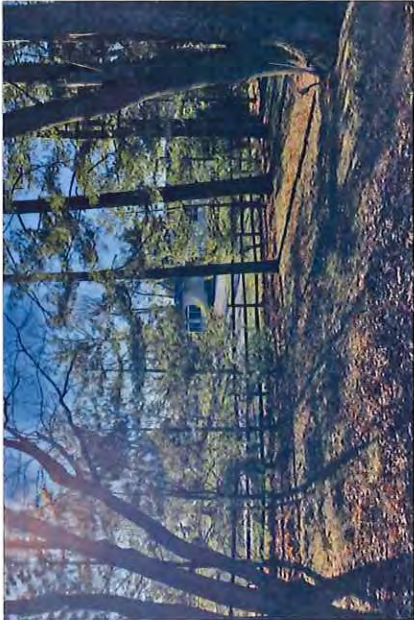
AFTER
FACING 79 RIDGE ROAD. STAKE LOCATION: 6-7



BEFORE
FACING 81 RIDGE ROAD. STAKE LOCATION: 7-8



AFTER
FACING 81 RIDGE ROAD. STAKE LOCATION: 7-8



BEFORE
FACING 136 BINGHAM AVE. STAKE LOCATION: 21-22



AFTER
FACING 136 BINGHAM AVE. STAKE LOCATION: 21-22

NOTE: SEE SCHEMATIC LANDSCAPE BUFFER PLAN FOR STAKE LOCATIONS

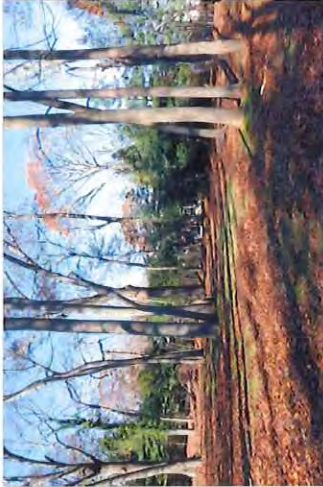
		LANDSCAPE BUFFER SECTIONS FOR PROPOSED RESIDENTIAL SITE PLAN 133 BINGHAM AVE LOT 1 & BLOCK 14 APPROVED BY ANCHOR MONTH OF 11/2024 PROJECT NO. 24-001	
DATE: 11/2024 DRAWN BY: J. B. BERRY CHECKED BY: J. B. BERRY SCALE: AS SHOWN SHEET NO. 1 OF 1	PROJECT NO. 24-001 SHEET NO. 1 OF 1 SCALE: AS SHOWN DATE: 11/2024	PROJECT NO. 24-001 SHEET NO. 1 OF 1 SCALE: AS SHOWN DATE: 11/2024	PROJECT NO. 24-001 SHEET NO. 1 OF 1 SCALE: AS SHOWN DATE: 11/2024



BEFORE
LOOKING NORTH TOWARDS 79 RIDGE ROAD. STAKE LOCATION: 6:7



SCHEMATIC AFTER ELEVATION
LOOKING NORTH TOWARDS 79 RIDGE ROAD. STAKE LOCATION: 6:7



BEFORE
LOOKING NORTH TOWARDS 81 RIDGE ROAD. STAKE LOCATION: 7:8



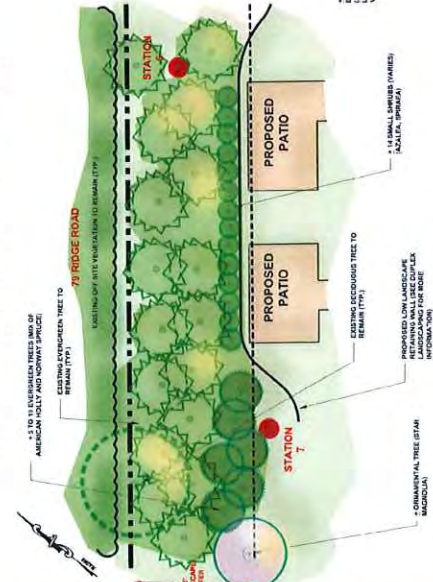
SCHEMATIC AFTER ELEVATION
LOOKING NORTH TOWARDS 81 RIDGE ROAD. STAKE LOCATION: 7:8



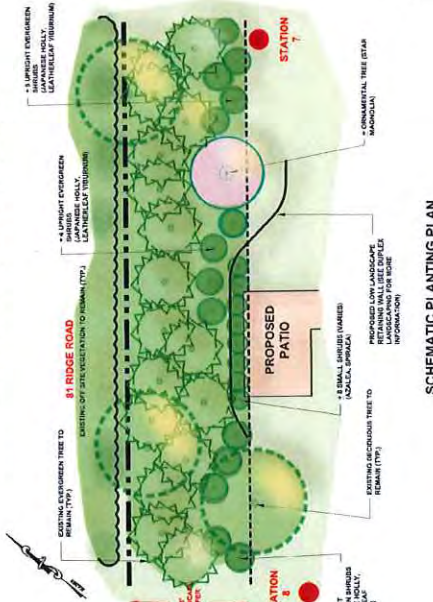
BEFORE
LOOKING SOUTH TOWARDS 136 BINGHAM AVE. STAKE LOCATION: 21:22



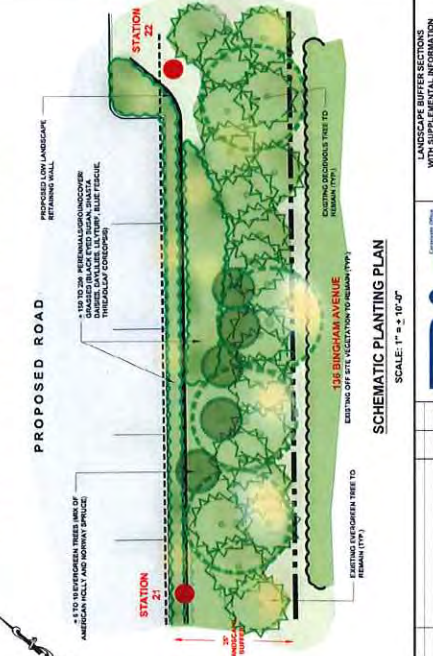
SCHEMATIC AFTER ELEVATION
LOOKING SOUTH TOWARDS 136 BINGHAM AVE. STAKE LOCATION: 21:22



SCHEMATIC PLANTING PLAN
SCALE: 1" = 10'-0"



SCHEMATIC PLANTING PLAN
SCALE: 1" = 10'-0"



SCHEMATIC PLANTING PLAN
SCALE: 1" = 10'-0"

LANDSCAPE BUFFER SECTIONS WITH SUPPLEMENTAL INFORMATION FOR PROPOSED RESIDENTIAL SITE PLAN

132 BINGHAM AVE
MUNICIPALITY OF DEWITT, NEW JERSEY

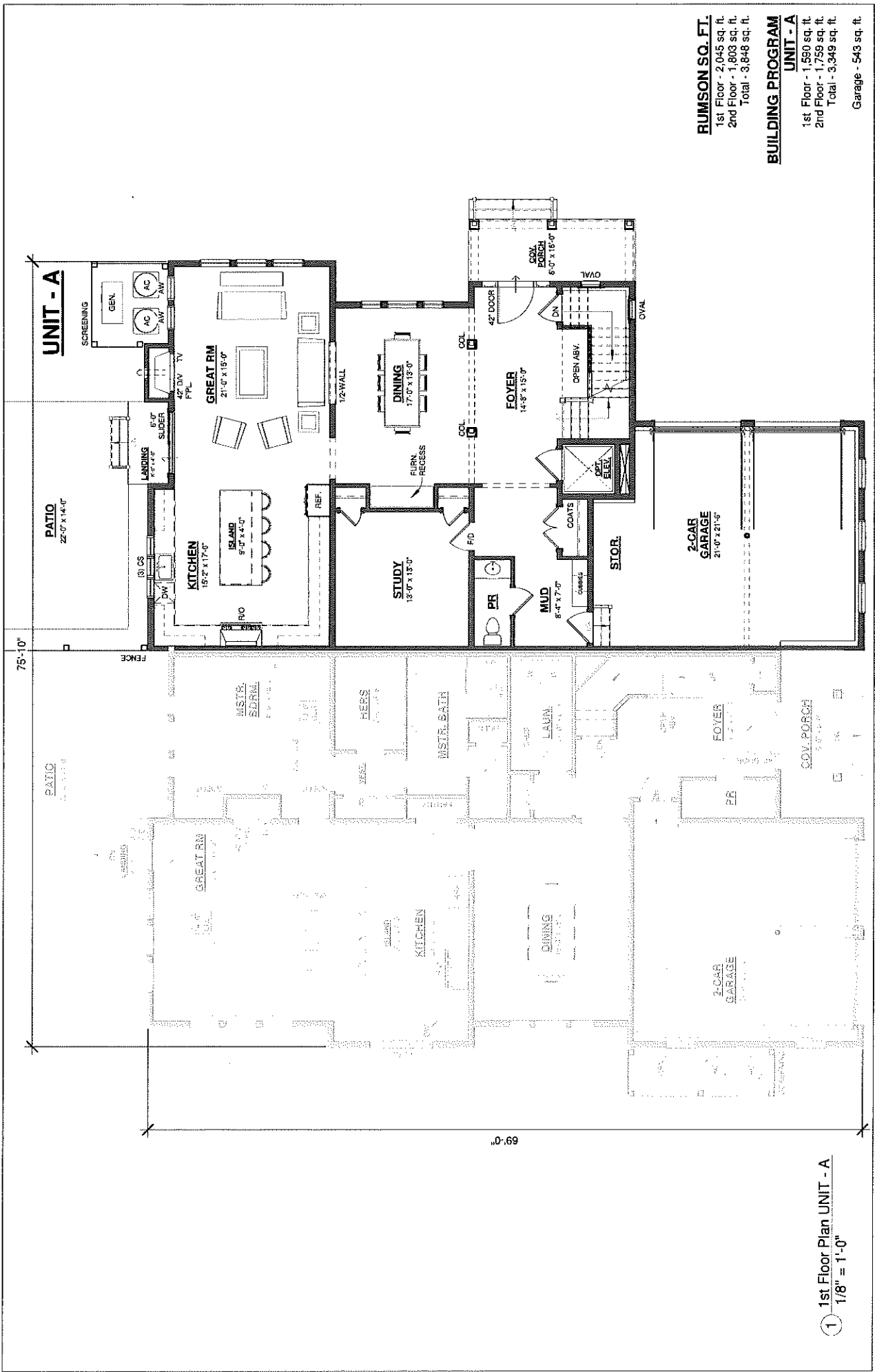
FRA
FRENCH & PARRELL

DATE: 11-14-2023
PROJECT: 132 BINGHAM AVE
SCALE: 1" = 10'-0"

NO.	REV.	DESCRIPTION	DATE
1	0	ISSUED FOR PERMIT	11/14/2023
2	1	REVISED PER COMMENTS	11/14/2023

NOTE: SEE SCHEMATIC LANDSCAPE BUFFER PLAN FOR STAKE LOCATIONS





RUMSON SQ. FT.
 1st Floor - 2,045 sq. ft.
 2nd Floor - 1,803 sq. ft.
 Total - 3,848 sq. ft.

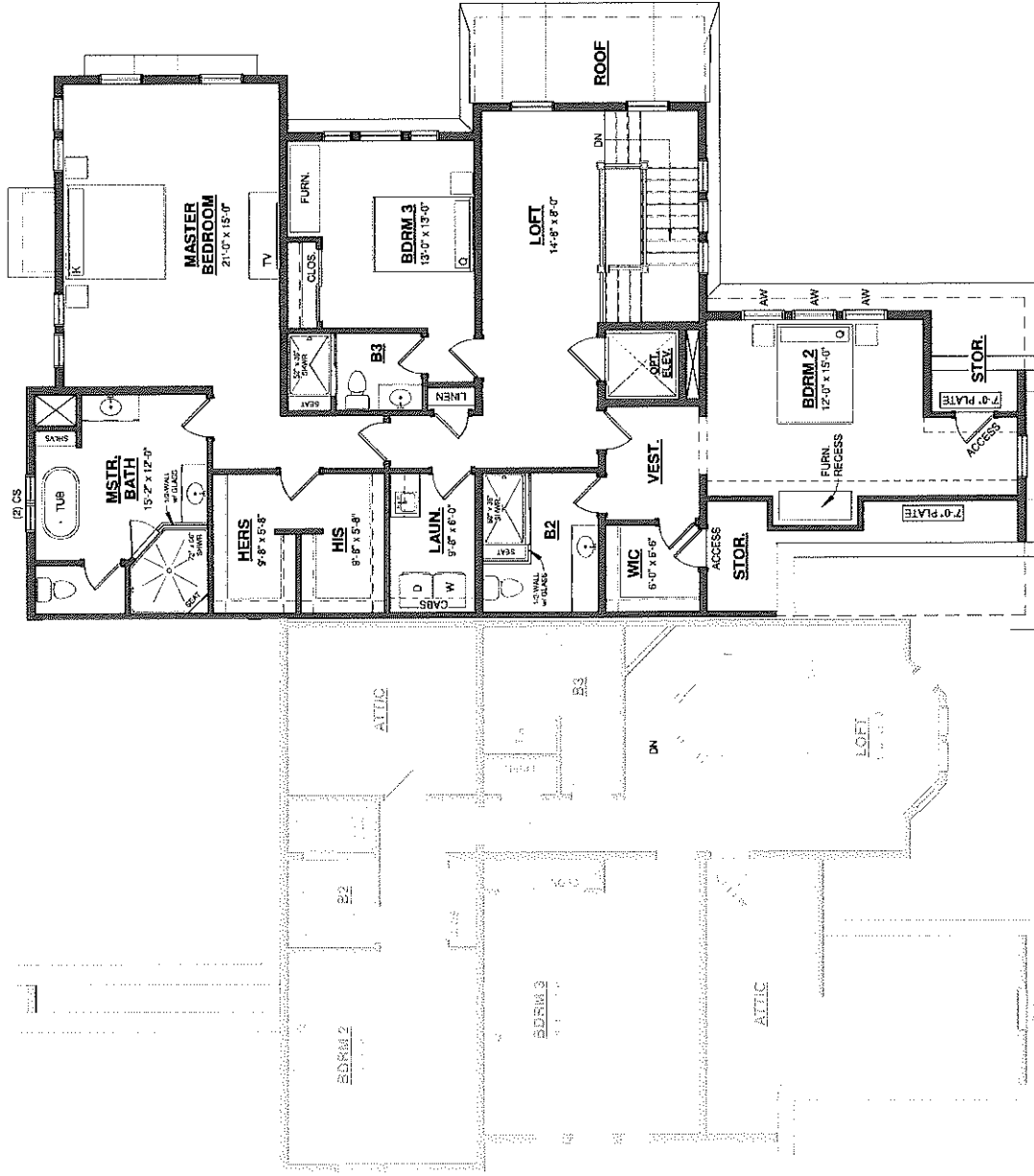
BUILDING PROGRAM
UNIT - A

1st Floor - 1,560 sq. ft.
 2nd Floor - 1,759 sq. ft.
 Total - 3,349 sq. ft.
 Garage - 543 sq. ft.

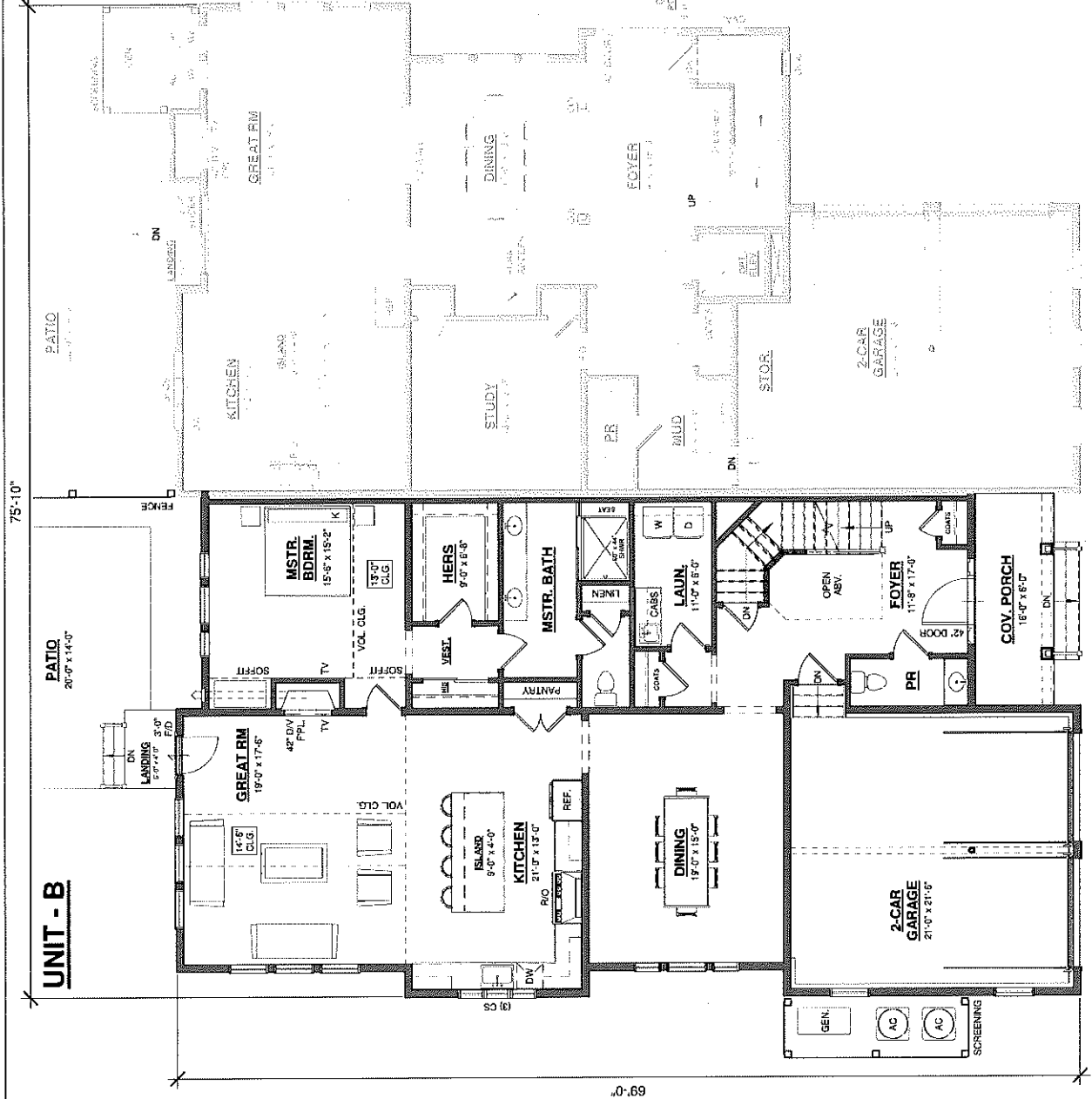
① 1st Floor Plan UNIT - A
 1/8" = 1'-0"

0:69

UNIT - A



① 2nd Floor Plan UNIT - A
1/8" = 1'-0"



75'-10"

UNIT - B

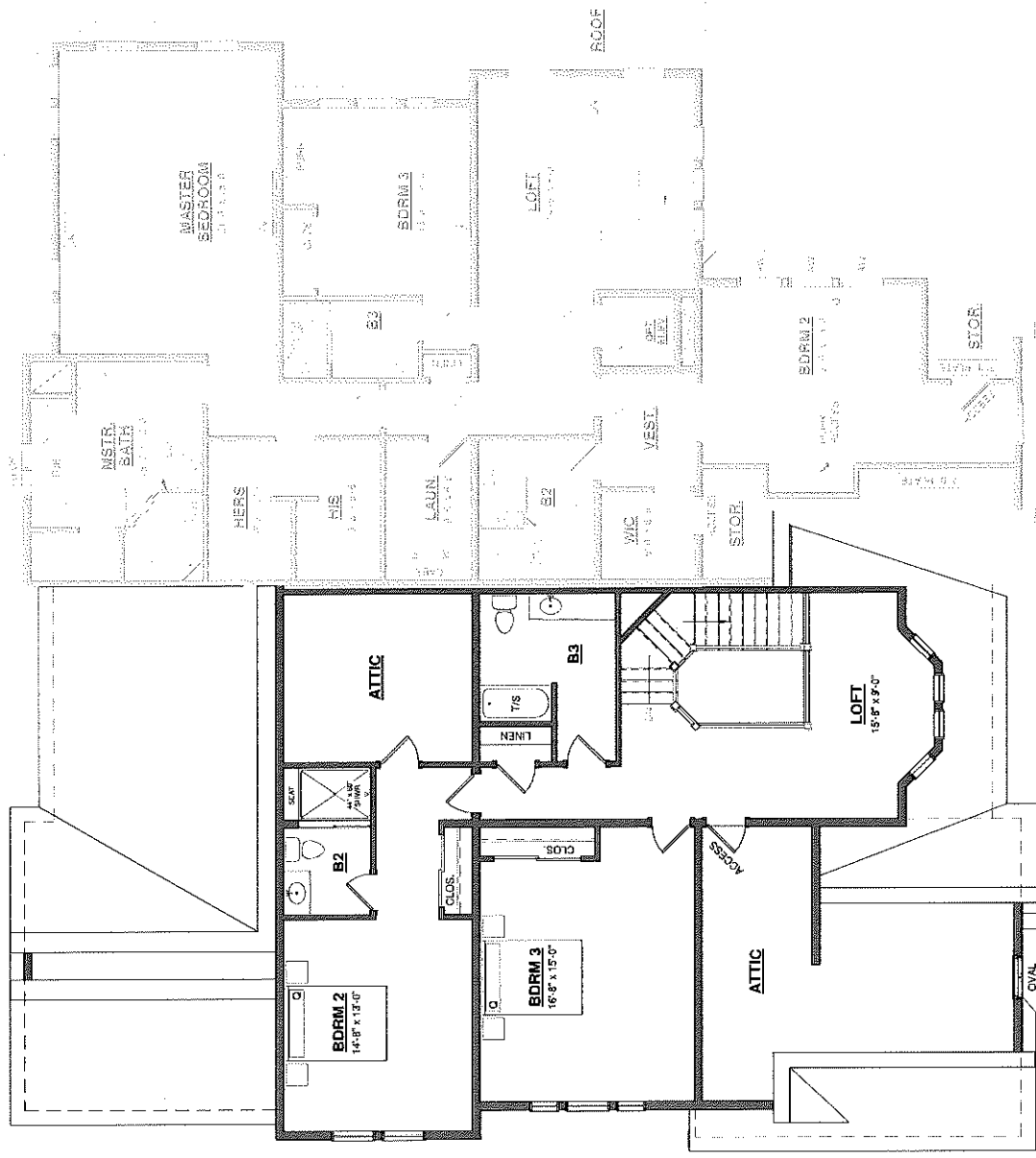
0.69

RUMSON SQ. FT.
 1st Floor - 2,308 sq. ft.
 2nd Floor - 1,273 sq. ft.
 Total - 3,581 sq. ft.

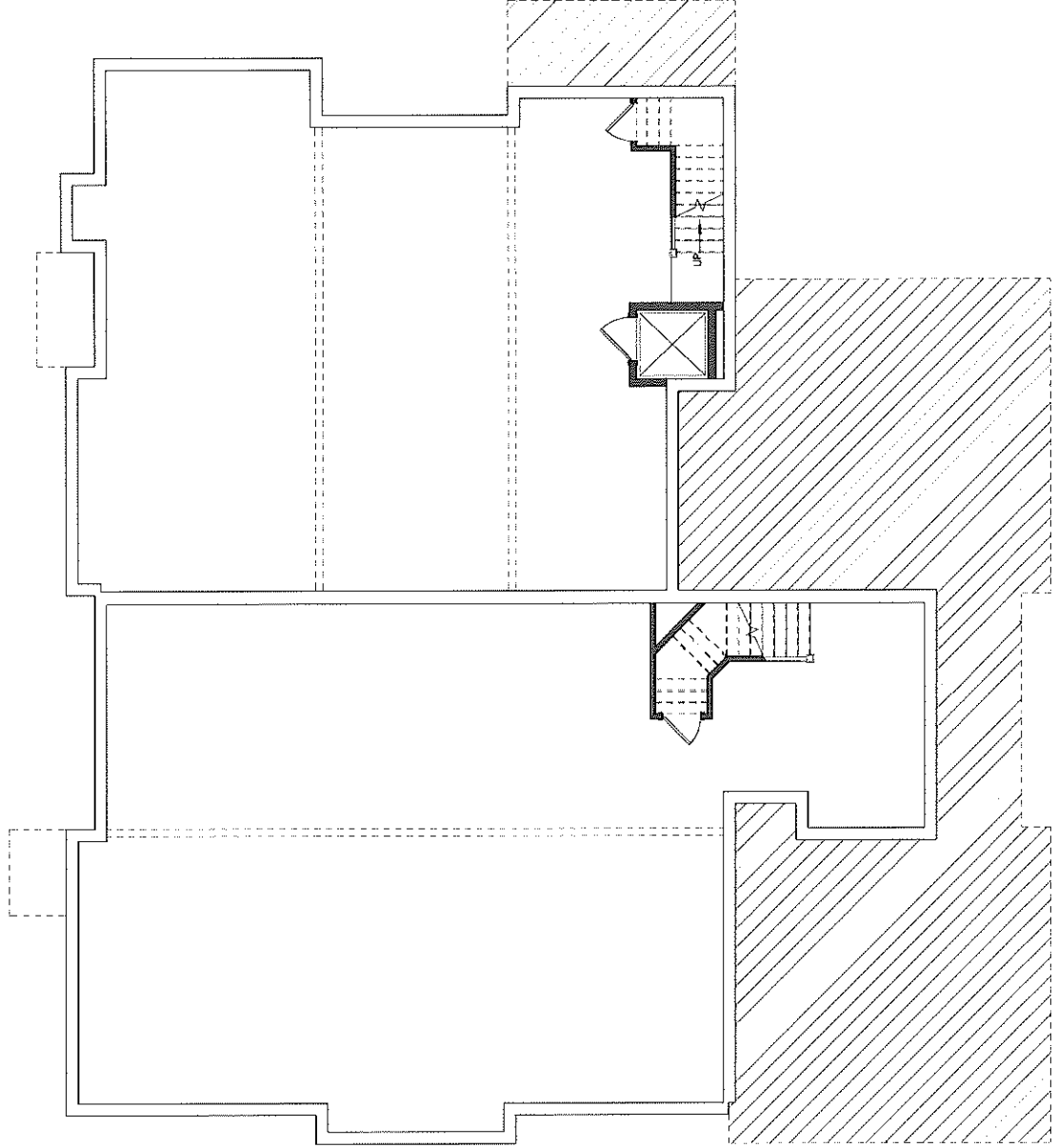
BUILDING PROGRAM UNIT - B
 1st Floor - 1,908 sq. ft.
 2nd Floor - 1,086 sq. ft.
 Total - 2,974 sq. ft.
 Garage - 489 sq. ft.

① 1st Floor Plan UNIT - B
 1/8" = 1'-0"

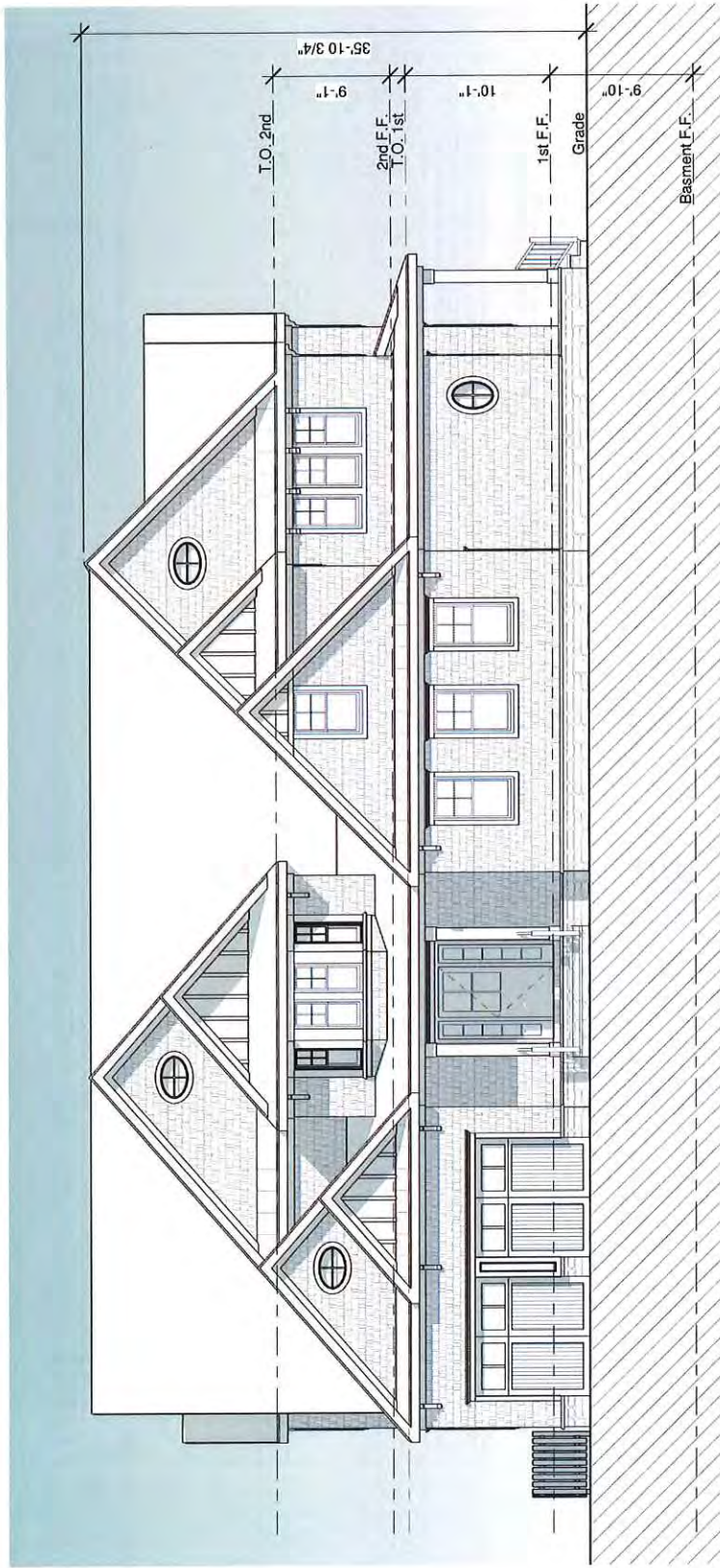
UNIT - B



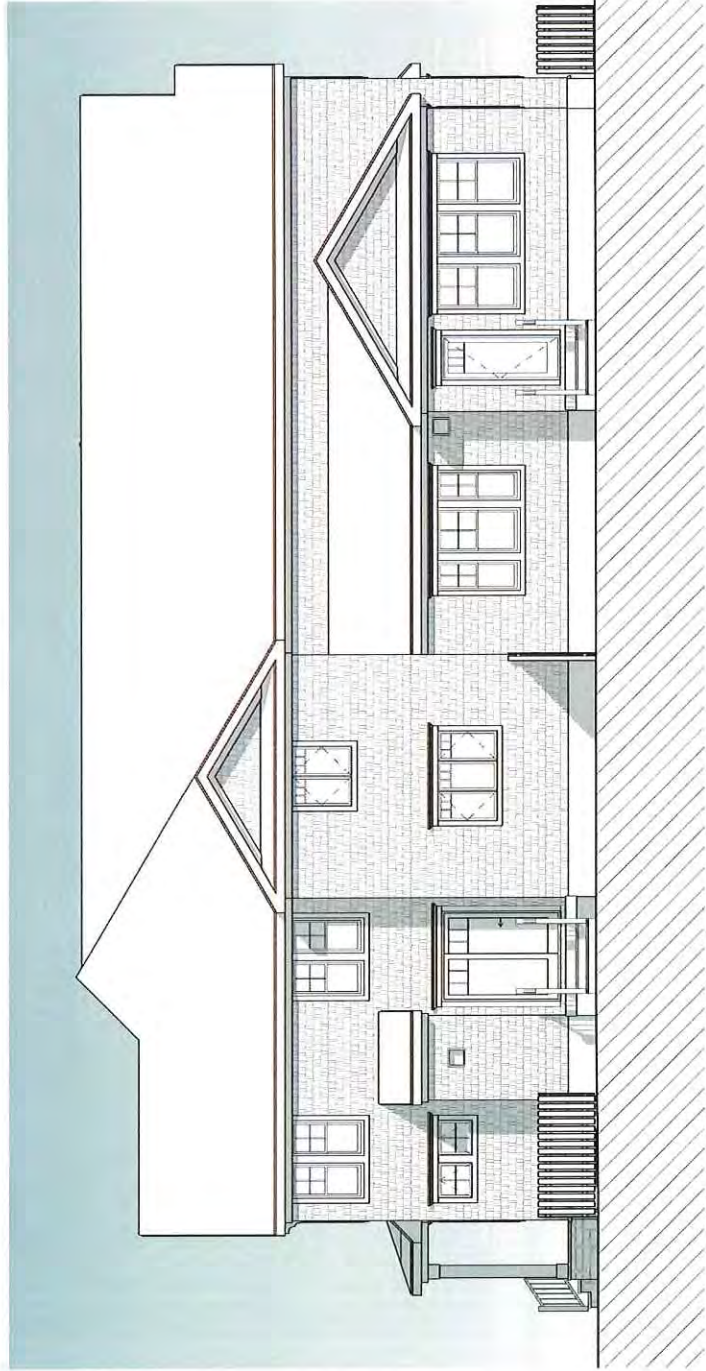
1 2nd Floor Plan UNIT - B
1/8" = 1'-0"



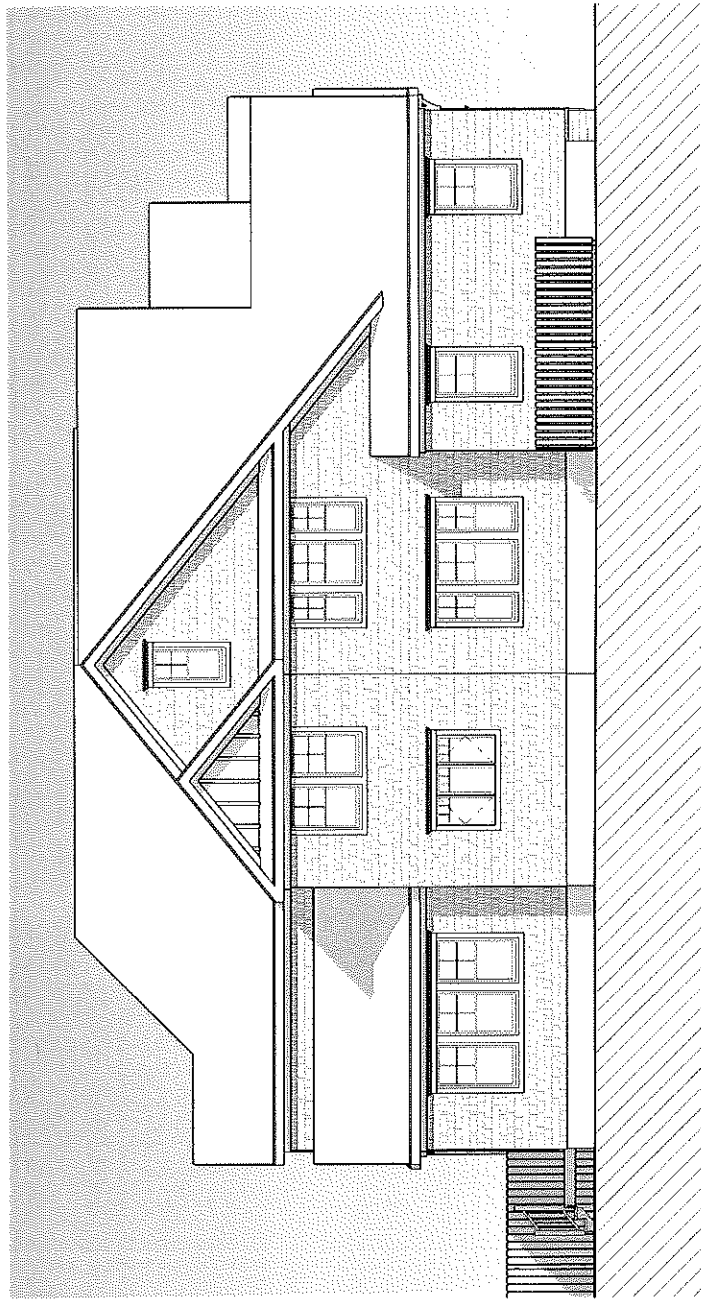
1 Basement Floor Plan
1/8" = 1'-0"



1 Front Elevation
 1/8" = 1'-0"



1 Rear Elevation
1/8" = 1'-0"



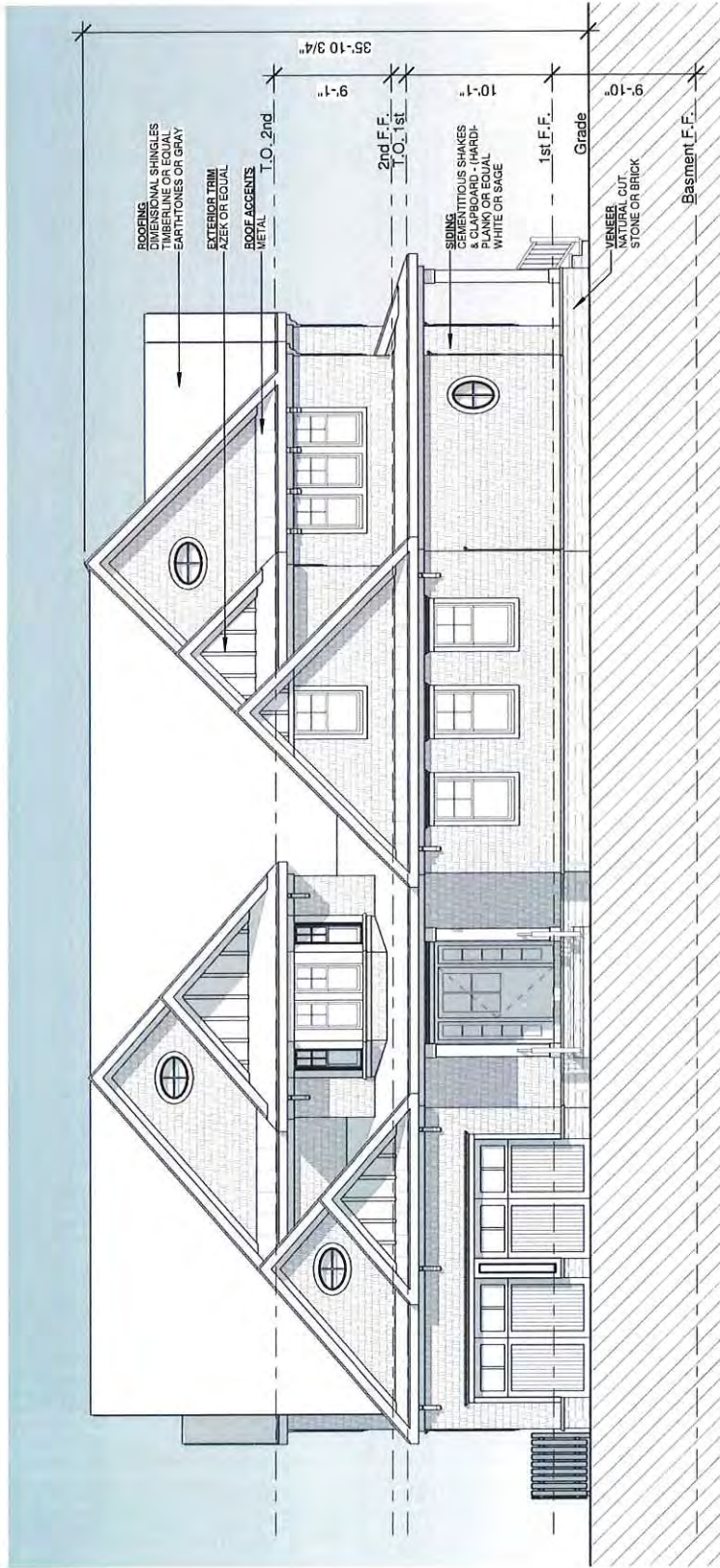
① Left Elevation
1/8" = 1'-0"



1 Right Elevation
1/8" = 1'-0"







EXTERIOR MATERIALS

1 Front Elevation
1/8" = 1'-0"

EXHIBIT B

ORDINANCE FOR BINGHAM AVENUE DEVELOPMENT

Yellow Brook: Bingham Avenue Inclusionary Housing Zone – BA Zoning District

AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND CHAPTER XXII “DEVELOPMENT REGULATIONS” OF SECTION 22-5 “ZONING DISTRICT REGULATIONS”, TO CREATE AN RESIDENTIAL HOUSING ZONE ALSO KNOWN AS THE BINGHAM AVENUE HOUSING DISTRICT (BA).

BE IT ORDAINED by the Mayor and Council of Rumson Borough as follows:

Section 1. Chapter 22-5 (Zoning District Regulations) is hereby amended to establish the Bingham Avenue (BA) District as an additional district and establish Chapter 22-5.17 to provide zoning requirements.

Chapter 22-5.17. Bingham Avenue (BA) District

A. Applicability.

The use, bulk, design and performance standards of the BA District shall supersede the zoning provisions of the Rumson Borough General Ordinances and the Development Regulation Ordinance (Chapter XXII). However, where the regulations and standards of the BA District are silent, the standards of the General Ordinances and Chapter XXII shall apply.

B. Purpose.

The BA District provides land use regulations for the redevelopment of the site where specific site elements are incorporated that limit the impact to the surrounding parcels through the requirement of adequate development setbacks, alternate means of access and sufficient buffering. The BA District is intended to provide for the development of multifamily housing with a payment in-lieu contribution to the Borough’s Affordable Housing Trust Fund to support the development of very low, low and moderate income housing elsewhere in the Borough. The BA District is being created to implement the Settlement Agreement between the Borough of Rumson and Yellow Brook Property Co., LLC, which was entered into on _____, 2020 (hereinafter the “Yellow Brook Settlement Agreement”), the terms and conditions of which are incorporated herein by reference.

C. Permitted Uses. Permitted principal uses and structures. The following principal uses and structures shall be permitted in the BA District.

1. Duplex (side by side) Dwellings.
2. Public and private open space and parks.

D. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the BA District:

1. Fences and walls.
2. Off-street parking including stand-alone garages.

3. Site Furnishings (seating, etc.).
4. Accessory structures as depicted on the concept plan that is attached to the Yellow Brook Settlement Agreement as Exhibit A (Bingham Avenue Concept Plan and Elevations). The exhibit is also attached hereto as Exhibit A.

E. Community Design and Access. Any plan for the development of the parcel shall be substantially consistent with Exhibit A of the Yellow Brook Settlement Agreement (also attached hereto as Exhibit A), which shall be utilized, in terms of layout, arrangement, scale and intensity.

F. Maximum Building Height.

1. Maximum building height for the duplex dwellings shall not exceed 38 feet in height and 2 ½ stories.

G. Area and Yard Requirements.

The following area and bulk regulations shall apply:

- | | |
|--|---|
| 1. Maximum number of dwelling units: | 18 |
| 2. Maximum building coverage: | 25% |
| 3. Maximum impervious coverage: | 55% |
| 4. Minimum setback from right-of-way: | 100 feet |
| 5. Minimum setback from tract boundary (other than ROW): | 40 feet excluding patio / 20 feet for patios |
| 6. Minimum buffer width from tract boundary: | 25 feet, 20 feet permitted only for retaining walls associated with patios. Unit 8 as shown on the Bingham Avenue concept plans shall have 15 feet permitted for retaining wall with patio. |
| 7. Minimum distance between dwellings: | 30 feet, except units 8 & 9 where 20 feet shall be the minimum |
| 8. Minimum distance from garage to façade to sidewalk: | 25 feet |
| 9. Parking spaces shall be provided for all residential dwellings according to the New Jersey Residential Site Improvement Standards (<u>N.J.A.C. 5:21</u>). | |

10. Parking areas, roadways and driveways shall be located a minimum of 25 feet from any tract boundary except on-street head-in parking, where 15-feet shall be the minimum, and the driveway for Unit 8 as shown on the Bingham Avenue Concept plans, where 20-feet shall be the minimum.
11. Garages shall not face the public right-of-way without an intervening principal building situated between the garage and the public right-of-way.
12. 80% of the required parking shall be provided within an enclosed garage.
13. 50% of the on-street parking shall be provided as parallel parking spaces.
14. Parking not within a garage shall not be visible from the public right-of-way and shall be screened from view of adjoining properties and the public right-of-way with plantings, walls and fences to provide 100% opacity.
15. Outside refuse disposal is not permitted. Refuse disposal container shall be contained with the buildings.
16. Surface detention facilities for stormwater management shall not be located within the front yard setback from the public right-of-way.
17. The buffer area shall not include driveways, parking, utilities, stormwater management, patios, courtyards, decks, mechanical equipment or buildings.
 - a. Existing vegetation within the buffer that is not considered invasive or dead or dying shall be preserved.
 - b. Landscape buffers shall consist of a combination of screen elements including deciduous trees, conifers, shrubs, berms, and if appropriate, fences or walls in sufficient quantities to perform their necessary screening function.
 - c. Screening function shall be defined as providing privacy to both the proposed and existing off-site adjacent residential lots.
 - d. Existing on-site trees to remain within the required buffer area shall be utilized as part, and incorporated into, the buffer design.
 - e. Proposed screening layout and elements shall be placed only within the required buffer area and are subject to review and approval by the Borough.
 - f. Proposed plant material shall provide a four-season interest, be deer tolerant and consist primarily of native species. Invasive plant species shall not be allowed. Applicants are encouraged to use the New Jersey American Native Plant Society and the Rutgers Agricultural Extension Service Websites as a guide in species selection.
 - g. Plant material shall be installed at the following minimum sizes:

Deciduous trees – 3” caliper minimum
Conifer trees – 8’ height minimum
Large Evergreen and Deciduous Shrubs – 4’ height minimum
Small Evergreen and Deciduous Shrubs – 2’ height minimum

- h. Drip irrigation is encouraged to be incorporated within the landscape buffer area to ensure the success of the proposed plant material.
- i. All other requirements from Section 22-8.4 shall apply.

H. Design Standards. Deviations from these design standards shall be considered exceptions pursuant to the procedure articulated in the New Jersey Municipal Land Use Law at N.J.S.A. 40:55D-51.

1. **Building Design.** The purpose of these building design standards is to ensure that the design of buildings promotes a desirable visual and spatial environment and that the buildings fit within the existing range of vernacular styles within Rumson Borough. The design of the buildings shall comply with the following standards, and shall be substantially consistent with Exhibit A of the Yellow Brook Settlement Agreement, which is also attached hereto as Exhibit A.
2. **Pedestrian Circulation.** Pedestrian walkways connecting streets and parking area to the dwellings shall be provided. All walkways shall be constructed of brick or brick pavers.
3. **Curbing.**
 - a. All curbs shall be 6” in height and constructed of Belgian block, unless mountable Belgian block curbs are proposed.
 - b. A depressed curb with a concrete apron and the sidewalk shall traverse the width of the driveway that intersects with the private road.
4. **Lighting**
 - a. **General.** All outdoor lighting should be coordinated as to style, material and color. Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area. All exterior lighting shall be designed, located, installed and directed in such a manner as to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property. The use of light emitting diode (LED) fixtures is required for energy efficiency and uniform illumination.
 - b. Parking lots shall be illuminated with a minimum of two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
 - c. Illumination at property lines shall not exceed one-tenth (0.1) foot-candle, excluding public street rights-of-way.

- d. Lighting shall be provided by fixtures in parking lots with a mounting height not more than 16 feet measured from the ground level to the center line of the light source and lighting fixtures no to exceed twelve (12) feet in height shall be provided for pedestrian walkways and residential areas outside of parking lots.
- e. Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface, except that no illumination shall be required for trails and pathways in the passive recreation land use area. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
- f. Fixtures for illumination shall be full cutoff luminaires.

4. Mechanical Equipment.

- a. General. Such areas, due to their visual and noise impacts onto adjacent properties and visitors to the site shall be screened, recessed and enclosed.
- b. Outdoor storage, utility meters, HVAC equipment, and other such service functions shall be incorporated into the overall design of the buildings and site layout. Walls, screens and enclosures for such uses shall be of a similar construction and material as the primary buildings to which they are associated. Such accessory structures and uses shall be adequately landscaped to the point where the visual and acoustic impacts of these functions in conjunction with walls, screens and/or enclosures are fully contained and out of the view from general passersby.

J. General Standards.

- 1. There shall exist approved public water and public sewer systems which shall be available to each unit prior to the issuance of the building permit for that unit.
- 2. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept subject to a developer's agreement with the Borough.

K. Affordable Housing.

A payment in-lieu contribution to the Borough's Affordable Housing Trust Fund for the provision of five (5) off-site affordable housing units is required for development within the BA District, as per the terms and conditions in Section 4.2 of the Yellow Brook Settlement Agreement.

Section 2. Chapter XXII (Development Regulations Zoning Map appendix) is hereby amended to add the Bingham Avenue (BA) District for Block 94, Lot 5.

Section 3. If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

Section 4. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Introduced: _____.

Passed and Approved: _____.

I hereby approve of the
passing of this ordinance.

Joseph K. Hemphill
Mayor

Attest:

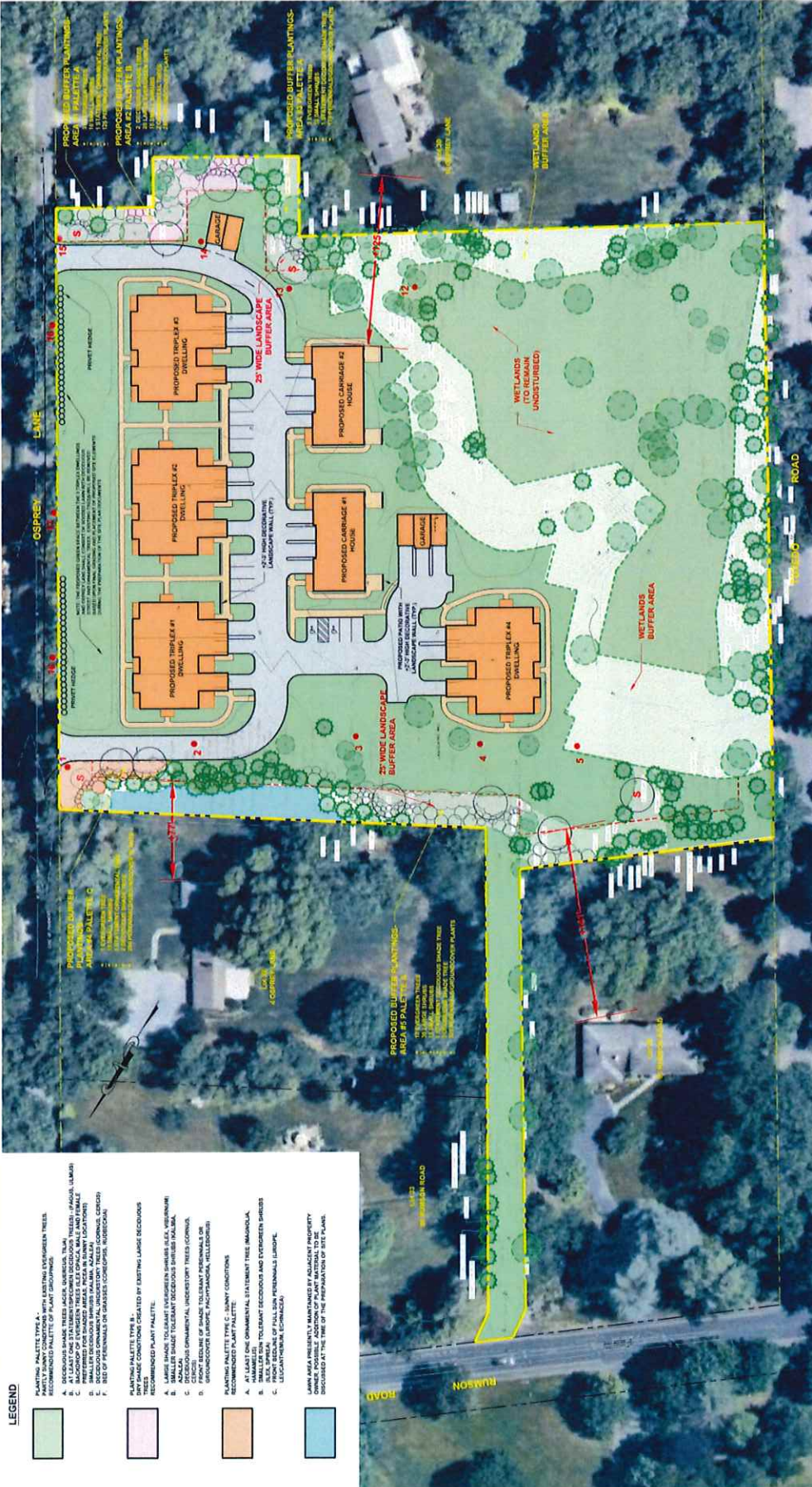
Thomas S. Rogers
Borough Clerk/Administrator

EXHIBIT C

CONCEPT SITE PLAN AND ELEVATIONS FOR RUMSON ROAD DEVELOPMENT

91 RUMSON ROAD - ATTACHMENT TO SETTLEMENT AGREEMENT

- SCHEMATIC LANDSCAPE BUFFER PLAN
- CONCEPT PLAN - BULK STANDARDS
- SCHEMATIC TRIPLEX & CARRIAGE HOUSE PLANTING PLAN
- LANDSCAPE BUFFER SECTIONS – BEFORE & AFTER
- LANDSCAPE BUFFER SECTIONS WITH SUPPLEMENTAL INFORMATION
- OSPREY LANE ELEVATION
- TRIPLEX ARCHITECTURE
- CARRIAGE HOUSE ARCHITECTURE
- 2-CAR DETACHED GARAGE
- 3-CAR DETACHED GARAGE
- EXTERIOR MATERIALS – TRIPLEX
- EXTERIOR MATERIALS – CARRIAGE HOUSE



- ### LEGEND
- PLANTING PALETTE TYPE A - WITH EXISTING EVERGREEN TREES
 - RECOMMENDED PALETTE OF PLANT GROUPINGS
 - A. DECIDUOUS SHADE TREES (ACACIA, QUERCUS, TULAR, FRAXINUS, LILAC, NYCTAGINIA)
 - B. BACKBONE OF EVERGREEN TREES (LIEZ, CASCARA, MALE AND FEMALE, TAXUS, PINUS, JUNIPUS)
 - C. SMALLER DECIDUOUS TREES (ALNUS, SALIX, PRUNUS, MALUS, PEARUS, SYDOWIA, CORYLUS)
 - D. BED OF PERENNIALS OR GRASSES (CONICULIS, RUBICANDIA)
 - PLANTING PALETTE TYPE B - WITH EXISTING DECIDUOUS TREES
 - RECOMMENDED PALETTE OF PLANT GROUPINGS
 - A. SMALLER DECIDUOUS TREES (ALNUS, SALIX, PRUNUS, MALUS, PEARUS, SYDOWIA, CORYLUS)
 - B. BACKBONE OF EVERGREEN TREES (LIEZ, CASCARA, MALE AND FEMALE, TAXUS, PINUS, JUNIPUS)
 - C. SMALLER DECIDUOUS TREES (ALNUS, SALIX, PRUNUS, MALUS, PEARUS, SYDOWIA, CORYLUS)
 - D. BED OF PERENNIALS OR GRASSES (CONICULIS, RUBICANDIA)
 - PLANTING PALETTE TYPE C - MANY CONDITIONS
 - RECOMMENDED PALETTE OF PLANT GROUPINGS
 - A. SMALLER DECIDUOUS TREES (ALNUS, SALIX, PRUNUS, MALUS, PEARUS, SYDOWIA, CORYLUS)
 - B. BACKBONE OF EVERGREEN TREES (LIEZ, CASCARA, MALE AND FEMALE, TAXUS, PINUS, JUNIPUS)
 - C. SMALLER DECIDUOUS TREES (ALNUS, SALIX, PRUNUS, MALUS, PEARUS, SYDOWIA, CORYLUS)
 - D. BED OF PERENNIALS OR GRASSES (CONICULIS, RUBICANDIA)
 - LAND AREA PRESENTLY MAINTAINED BY ADJACENT PROPERTY OWNER. POSSIBLE ADDITION OF PLANT MATERIAL TO BE DECIDED AT THE TIME OF THE PREPARATION OF THE SITE PLAN.

NOTE: THIS PLAN SHALL BE USED FOR INFORMATIONAL PURPOSES REGARDING THE PROPOSED PLANTINGS AND LANDSCAPE BUFFER. THE INTERIOR OF THE SITE SHALL BE PROVIDED AT THE TIME OF FORMAL SITE PLAN SUBMISSION.

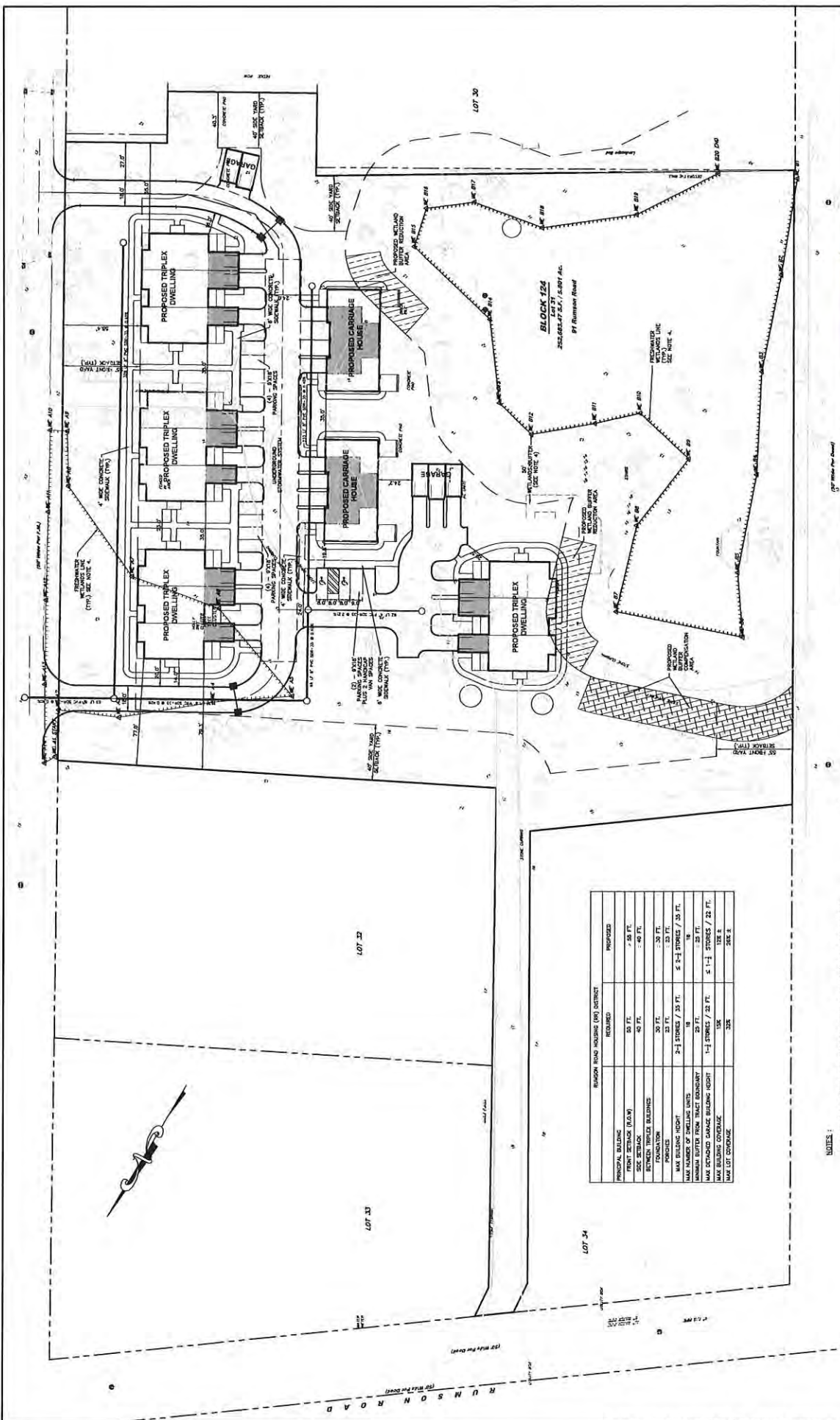
- ### LEGEND
- 14 STAKE LOCATION AS PER EXISTING BUFFER PLANTING INVENTORY BY ROY DEBOER, NOVEMBER 2018.
 - EXISTING DECIDUOUS TREE TO REMAIN
 - EXISTING EVERGREEN TREE TO REMAIN
 - WETLANDS BUFFER AREA
 - WETLANDS
 - PROPOSED STATEMENT TREE
 - PROPOSED ORNAMENTAL TREE
 - PROPOSED PERENNIAL/GROUND COVER BED
 - PROPOSED DECIDUOUS SHADE TREE
 - PROPOSED DECIDUOUS AND EVERGREEN SHRUB GROUPINGS

NOTES:

1. THE PROPOSED BUFFER PALETTE PLANTINGS SHALL BE DESIGNED IN A FREE FORM, NATURALISTIC SHAPE THAT WILL SEAMLESSLY BLEND WITH THE EXISTING PLANT MATERIAL TO REMAIN AS WELL AS THE SURROUNDING NEIGHBORHOOD. STRAIGHT ROWS OF PLANT MATERIAL IS DISCOURAGED.
2. THE APPLICANT SHALL UTILIZE THE EXISTING TREE INVENTORY PHOTOS BY ROY DEBOER AS A GUIDE IN THE PROPOSED BUFFER MATERIAL AND LAYOUT.
3. LANDSCAPE ELEMENTS ARE DISCOURAGED (LOW FENCES, WALLS, ACCENTUAL POINTS, ETC.).
4. PLANT LOCATIONS AND QUANTITIES ARE APPROXIMATE AND SHALL BE USED AS GUIDE DURING FINAL DESIGN. LAYOUT, SPECIES AND QUANTITIES ARE SUBJECT TO APPROVAL BY RUMSON BOROUGH.
5. BASE MAP INFORMATION OBTAINED FROM PLAN ENTTLED: "TOPOGRAPHIC SURVEY, PREPARED FOR LOT 31 BLOCK 12A, SITUATED IN THE BOROUGH OF RUMSON, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY FRENCH & PARELLO ASSOCIATES DATED JULY 24, 2018.
6. ARCHITECTURE FOOTPRINT OBTAINED FROM VIRTUOSO ARCHITECTURE, SEA GIRT, NEW JERSEY.
7. THIS PLAN SHALL BE USED FOR SCHEMATIC DESIGN PURPOSES ONLY.
8. THE FRESHWATER WETLANDS LINE ILLUSTRATED HAS BEEN DELINEATED BY A REPRESENTATIVE FRENCH & PARELLO ASSOCIATES AND THE LINE NEEDS TO BE VERIFIED BY NJDEP BY A LETTER OF INTERPRETATION. THEREFORE THE LINE SHALL BE CONSIDERED APPROXIMATE UNTIL NJDEP CONFIRMS AND ISSUES THE LETTER OF INTERPRETATION.

FRENCH & PARELLO

SCHEMATIC LANDSCAPE BUFFER PLAN FOR PROPOSED RESIDENTIAL SITE PLAN	
91 RUMSON ROAD	
LOT 31, BLOCK 12A	
MUNICIPALITY OF RUMSON, NEW JERSEY	
DATE:	11-27-2018
SCALE:	AS SHOWN
PROJECT NO.:	18033
CLIENT:	MR. & MRS. J. & M. DEBOER
DESIGNER:	FRENCH & PARELLO ASSOCIATES
PREPARED BY:	ROY DEBOER
CHECKED BY:	ROY DEBOER
DATE:	11-27-2018



BROOKLYN MANSION (M) DISTRICT		PROPOSED
PROPOSED BUILDING	20 FT.	2.58 FT.
FRONT SETBACK (R.O.M.)	40 FT.	40 FT.
SIDE SETBACK	40 FT.	40 FT.
BETWEEN TRIPLEX BUILDINGS	30 FT.	30 FT.
REAR SETBACK	30 FT.	30 FT.
REAR SETBACK	30 FT.	30 FT.
MAX BUILDING HEIGHT	2-1 STORES / 30 FT.	2-1 STORES / 30 FT.
MINIMUM BUFFER FROM TRACT BOUNDARY	20 FT.	20 FT.
MAX DETACHED GARAGE BUILDING HEIGHT	1-1 STORES / 20 FT.	1-1 STORES / 20 FT.
MAX BUILDING COVERAGE	10%	10% ±
MAX LOT COVERAGE	30%	30% ±

- NOTES:
1. BASE MAP INFORMATION OBTAINED FROM PLAN ENTITLED: "TOPOGRAPHIC SURVEY, PREPARED FOR LOT 31 BLOCK 124, SITUATED IN THE BOROUGH OF BROOKLYN, NEW YORK, AND PREPARED BY FRENCH & PARRELO ASSOCIATES, DATED JULY 28, 2018."
 2. ARCHITECTURE EQUIPMENT OBTAINED FROM ARTUCCIO ARCHITECTURE, SEA CRT, NEW JERSEY.
 3. THIS PLAN SHALL BE USED FOR ILLUSTRATION PURPOSES ONLY.
 4. THE FRESHWATER WETLANDS LINE ILLUSTRATED HAS BEEN DelineATED BY A REPRESENTATIVE FRENCH & PARRELO ASSOCIATES AND THE LINE THEREFOR THE LINE SHALL BE CONSIDERED APPROXIMATE UNLIL, INDEP CONFIRMS AND ISSUES THE LD (LETTER OF INTERPRETATION).

CONCEPT PLAN FOR
LOT 31, BLOCK 124
91 RUNMON ROAD

PROJECT NUMBER: 1
 SHEET NUMBER: 1
 DATE: 08/20/2018
 DRAWN BY: J. PARRELO
 CHECKED BY: J. PARRELO
 MONITORING BY: J. PARRELO

SCALE: 1/8" = 1'-0"

DATE: 08/20/2018

DRAWN BY: J. PARRELO

CHECKED BY: J. PARRELO

MONITORING BY: J. PARRELO

91 Runmon Road (Sheet 1)

91 Runmon Road (Sheet 2)

91 Runmon Road (Sheet 3)

91 Runmon Road (Sheet 4)

91 Runmon Road (Sheet 5)

91 Runmon Road (Sheet 6)

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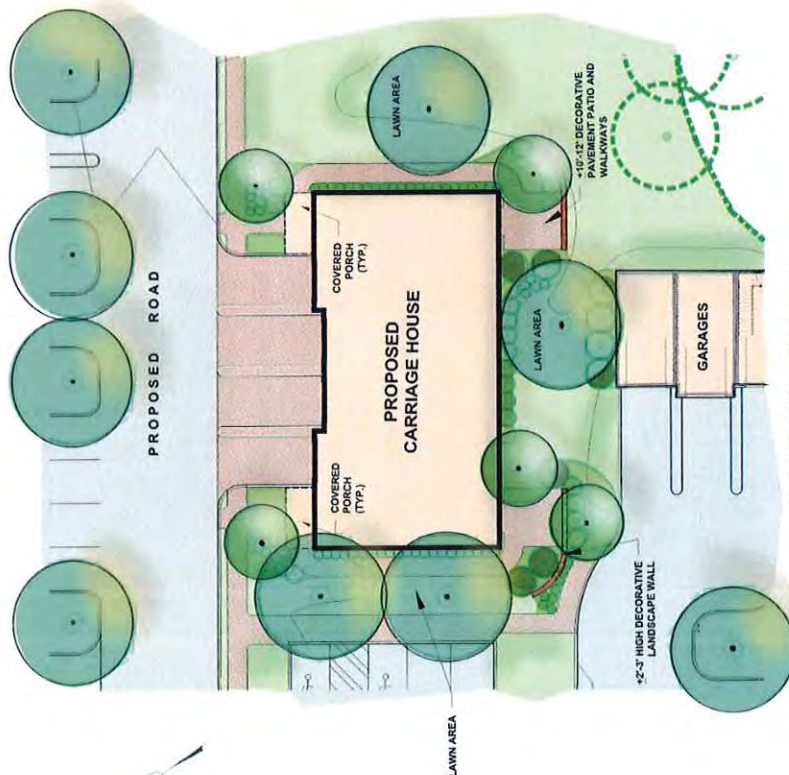
91 Runmon Road (Sheet 96)

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91 Runmon Road (Sheet 99)

91 Runmon Road (Sheet 100)



SCHEMATIC CARRIAGE PLANTING PLAN
SCALE 1" = 10'

NOTE: THIS PLAN SHALL BE USED FOR INFORMATIONAL PURPOSES REGARDING THE PROPOSED SCHEMATIC UNIT PLANTING LAYOUT ONLY. FINAL LANDSCAPING LAYOUT SHALL BE PROVIDED AT THE TIME OF FORMAL SITE PLAN SUBMISSION.

NOTES:

1. THE PROPOSED PLANTING PALETTE SHALL BE DESCRIBED IN A TREE FORM WITH COMMON NAME, TREE SIZE, AND EXISTING PLANTING MATERIAL TO REMAIN AS WELL AS THE SURROUNDING NEIGHBORHOOD. STRAIGHT ROWS OF PLANT MATERIAL ARE DISCOURAGED.
2. TREE SPECIES AND TREE SIZES FOR PLANTING SHALL VARY IN ORDER TO PROVIDE SEASONAL INTEREST AND LANDSCAPE INTEREST TO THE PROPOSED COMMUNITY.
3. LANDSCAPE ELEMENTS ARE ENCOURAGED (LOW FENCES, WALLS, ACCENT/FOCAL POINTS ETC.)
4. BASE MAP INFORMATION OBTAINED FROM PLAN ENTITLED: TOPOGRAPHIC SURVEY, PREPARED BY FRENCH AND PARIELLO ASSOCIATES, DATED JULY 24, 2010.
5. ARCHITECTURE FOOTPRINT OBTAINED FROM VIRTUSO ARCHITECTURE, SEA GIRT, NEW JERSEY.
6. THIS PLAN SHALL BE USED FOR SCHEMATIC DESIGN PURPOSES ONLY.

LEGEND



TRIPLEX AND CARRIAGE HOUSE PLANTING...
RECOMMENDED PALETTE OF PLANT GROUPINGS:

- A. DECIDUOUS SHADE TREES (ACER, QUERCUS, TILIA)
 - B. SMALL EVERGREEN TREES (LEX CHENSIS, BLUE BOY AND GIRL, TAXUS CAPITATA)
 - C. LARGE EVERGREEN AND DECIDUOUS SHRUBS (RHODODENDRON, ILEX CRISTATA, YUBUKURA, ILEX HYDRANGEA, YULIUM)
 - D. DECIDUOUS ORNAMENTAL UNDERSTORY TREES (CORNUS, CERCH)
 - E. BED OF PERENNIALS, GROUNDCOVER OR ORNAMENTAL GRASSES (COREOPSIS, RUDEOCOLA, MISCANTHUS, PACHYSTANDRA, FESUCE ETC.)
- EXISTING DECIDUOUS TREE TO REMAIN
- EXISTING EVERGREEN TREE TO REMAIN



SCHEMATIC TRIPLEX PLANTING PLAN
SCALE 1" = 10'

NOTE: THIS PLAN SHALL BE USED FOR INFORMATIONAL PURPOSES REGARDING THE PROPOSED SCHEMATIC UNIT PLANTING LAYOUT ONLY. FINAL LANDSCAPING LAYOUT SHALL BE PROVIDED AT THE TIME OF FORMAL SITE PLAN SUBMISSION.

SCHEMATIC TRIPLEX AND CARRIAGE HOUSE PLANTING PLAN
FOR PROPOSED RESIDENTIAL SITE PLAN
91 RUNJISON ROAD
NEW JERSEY
PREPARED BY FRENCH & PARIELLO ASSOCIATES, INC.
DATE: JULY 24, 2010

DATE	NOV 2014
SCALE	AS SHOWN
SHEET NO.	01 OF 01
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...



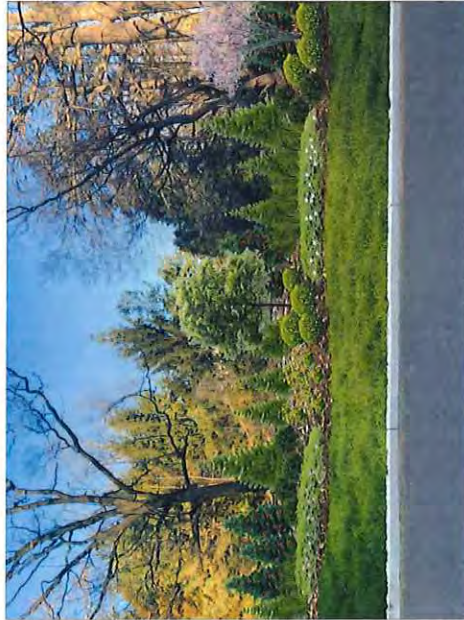
BEFORE
FACING 4 OSPREY LANE. STAKE LOCATION: 1-2



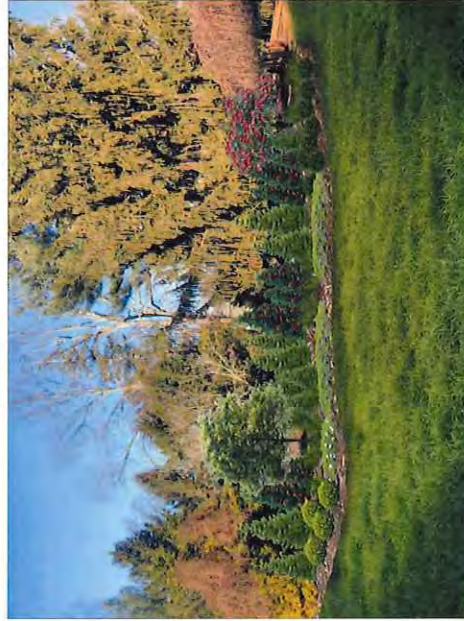
BEFORE
FACING 93 RUMSON ROAD. STAKE LOCATION: 4-5



BEFORE
FACING 10 OSPREY LANE. STAKE LOCATION: 13-14



AFTER
FACING 4 OSPREY LANE. STAKE LOCATION: 1-2



AFTER
FACING 93 RUMSON ROAD. STAKE LOCATION: 4-5



AFTER
FACING 10 OSPREY LANE. STAKE LOCATION: 13-14

NOTE: SEE SCHEMATIC LANDSCAPE BUFFER PLAN FOR STAKE LOCATIONS

		<p>LANDSCAPE BUFFER SECTIONS FOR PROPOSED RESIDENTIAL SITE PLAN 91 RUMSON ROAD LOT 11, BLOCK 12A MORRISON COUNTRY CLUB, RUMSON, NJ</p>	
DATE: 1-15-2022	SCALE: 1" = 10'-0"	DATE: 1-15-2022	SCALE: 1" = 10'-0"
DRAWN BY: [Blank]	CHECKED BY: [Blank]	DATE: 1-15-2022	SCALE: 1" = 10'-0"
PROJECT NO: [Blank]	SHEET NO: [Blank]	TOTAL SHEETS: [Blank]	OF [Blank]



OSPREY LANE ELEVATION


FRENCH & PARRELL
 ASSOCIATES, INC.
 ENGINEERING OFFICE
 1800 RUMSON ROAD, 1ST FLOOR
 WESTFIELD, NJ 07090
 Regional Offices:
 New York, NY
 Philadelphia, PA
 King of Prussia, PA

OSPREY LANE ELEVATION
 FOR
 PROPOSED RESIDENTIAL SITE PLAN

91 RUMSON ROAD
 BOROUGH OF RUMSON
 MONMOUTH COUNTY NEW JERSEY

DATE: 1-2-2020	SCALE: NO SCALE	PROJECT NUMBER: 18000001
DRAWN BY: JG	ISSUED BY: JG	DATE: 1-2-20

TRIPLEX 1

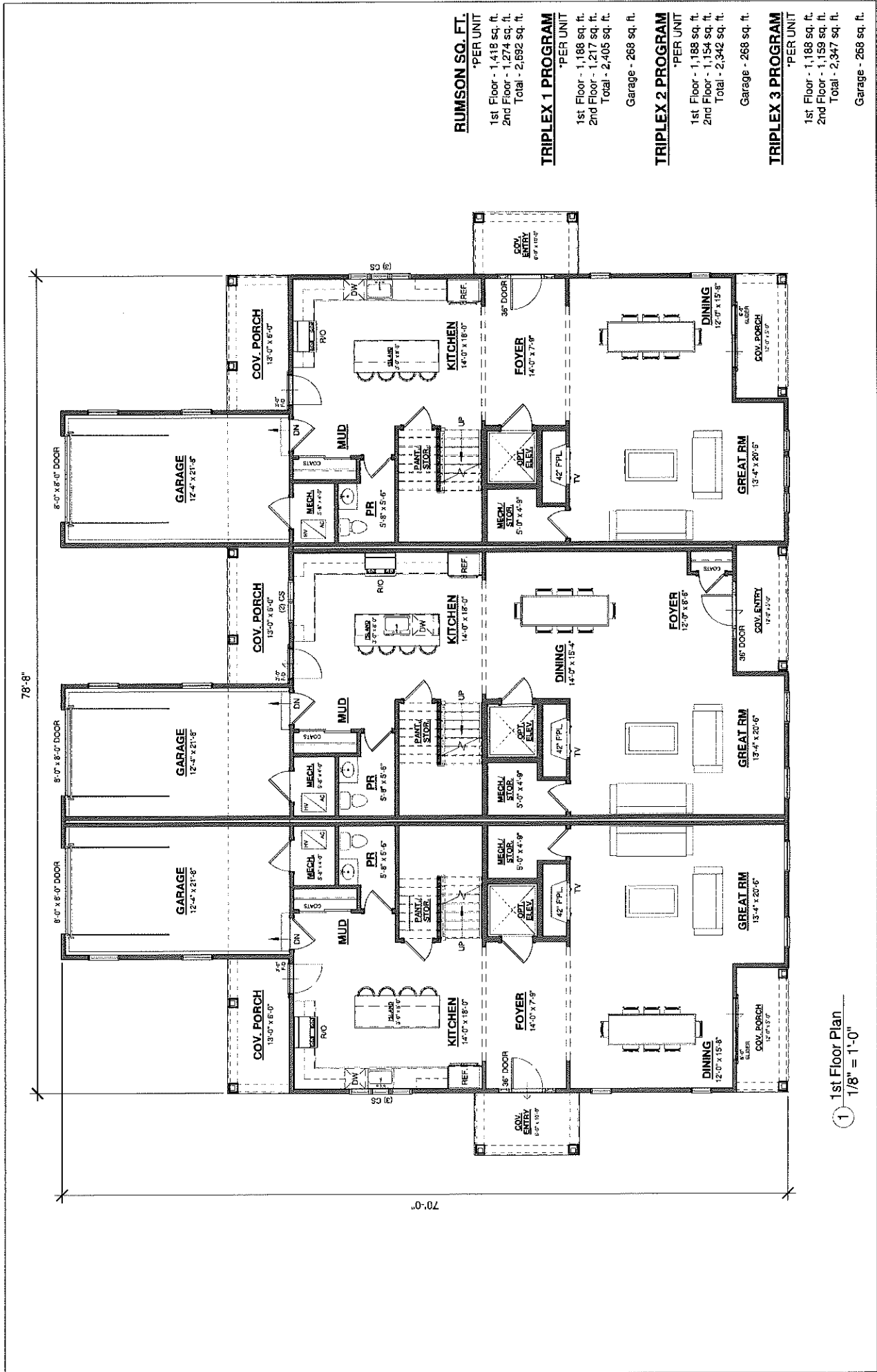


TRIPLEX 2



TRIPLEX 3





RUMSON SQ. FT.

1st Floor - 1,418 sq. ft.
 2nd Floor - 1,274 sq. ft.
 Total - 2,692 sq. ft.

TRIPLEX 1 PROGRAM

1st Floor - 1,188 sq. ft.
 2nd Floor - 1,217 sq. ft.
 Total - 2,405 sq. ft.
 Garage - 268 sq. ft.

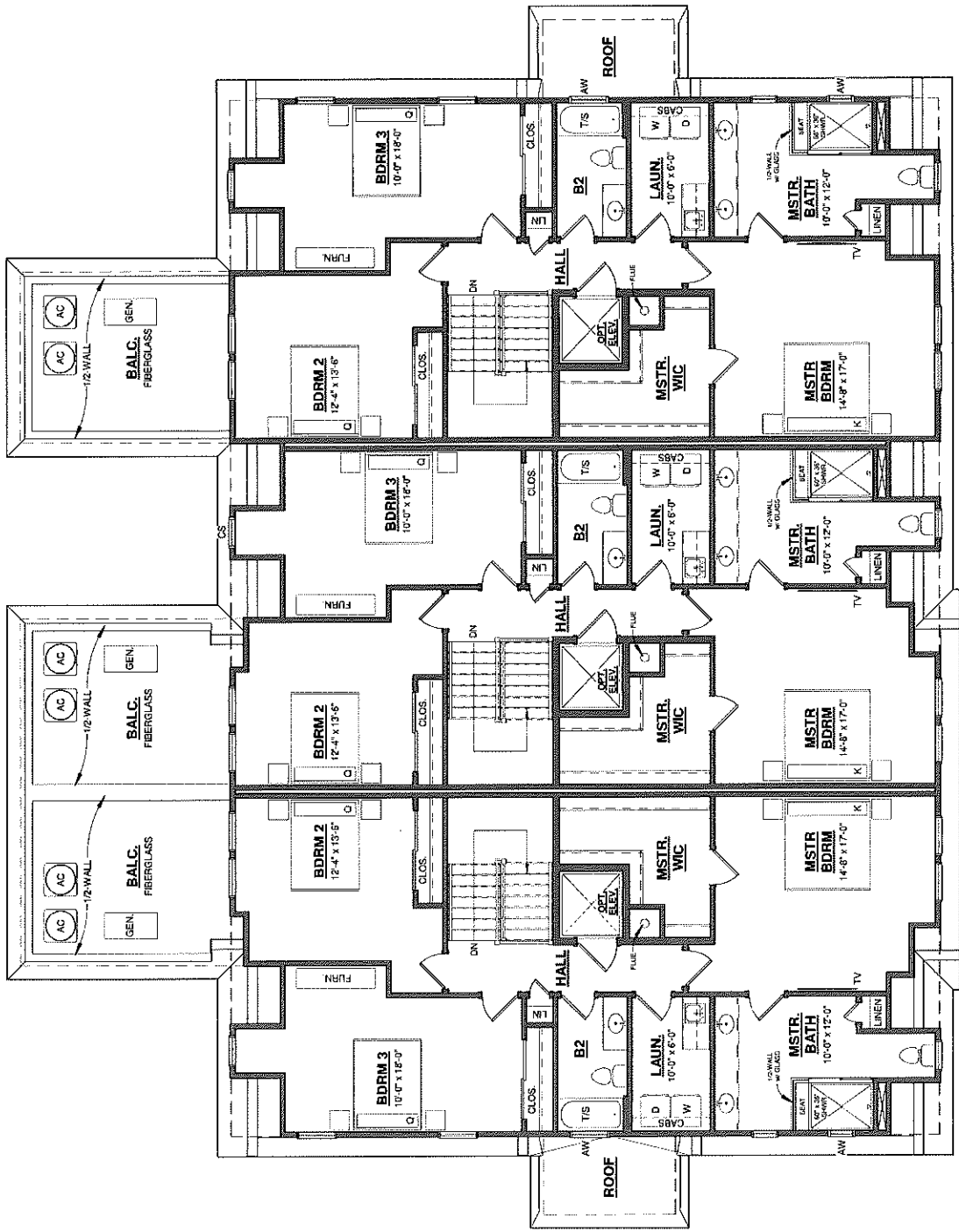
TRIPLEX 2 PROGRAM

1st Floor - 1,188 sq. ft.
 2nd Floor - 1,154 sq. ft.
 Total - 2,342 sq. ft.
 Garage - 268 sq. ft.

TRIPLEX 3 PROGRAM

1st Floor - 1,188 sq. ft.
 2nd Floor - 1,159 sq. ft.
 Total - 2,347 sq. ft.
 Garage - 268 sq. ft.

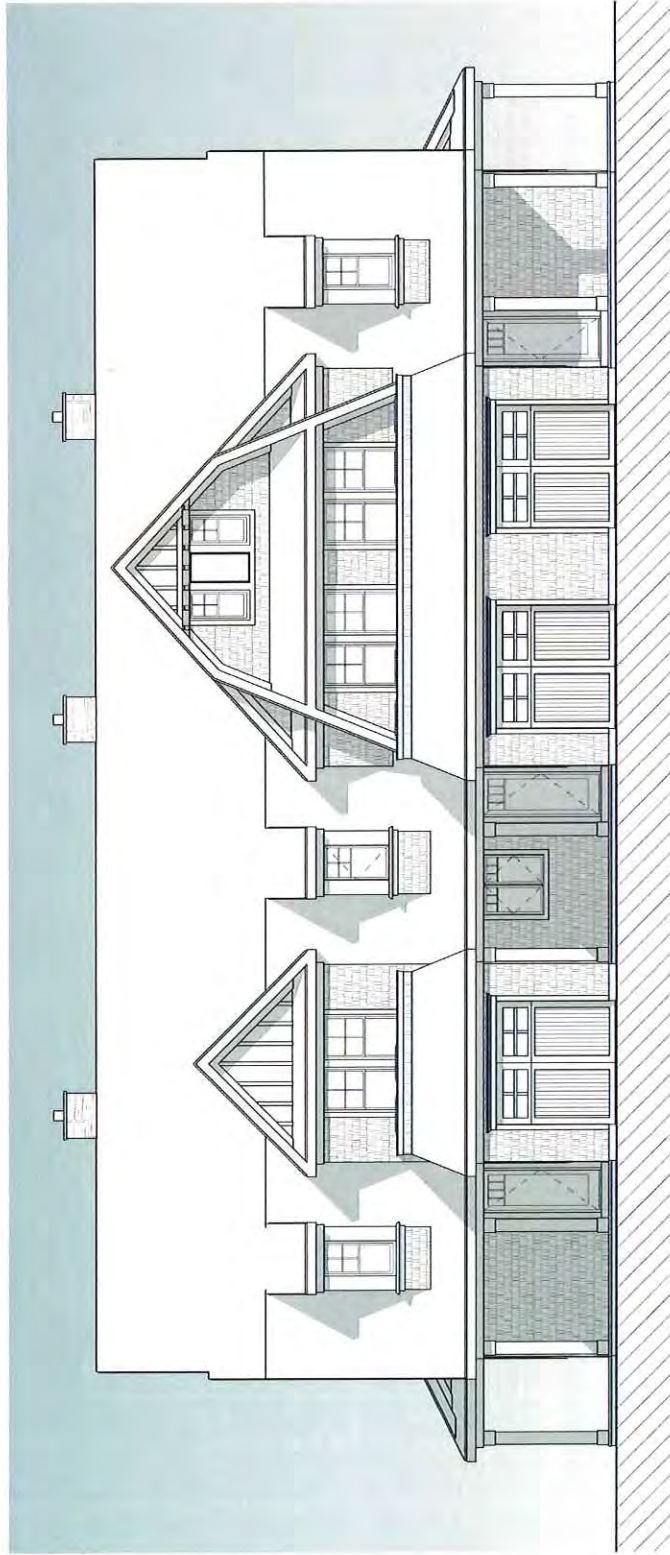
1 1st Floor Plan
 1/8" = 1'-0"



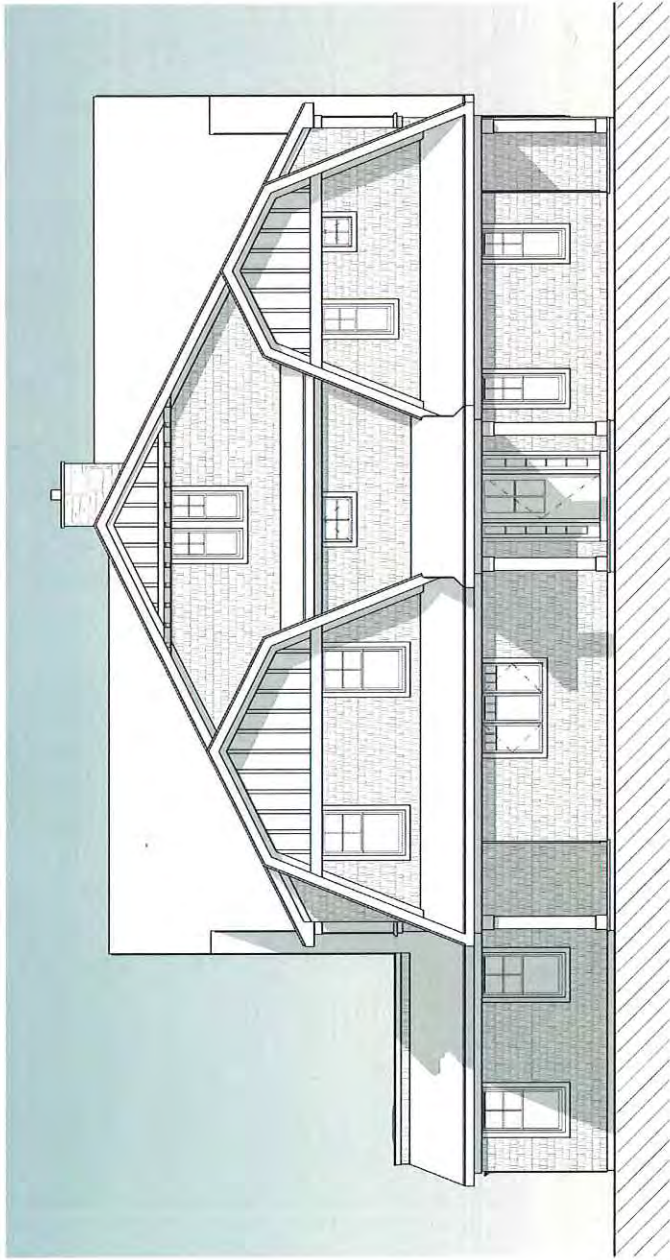
1 2nd Floor Plan
 1/8" = 1'-0"



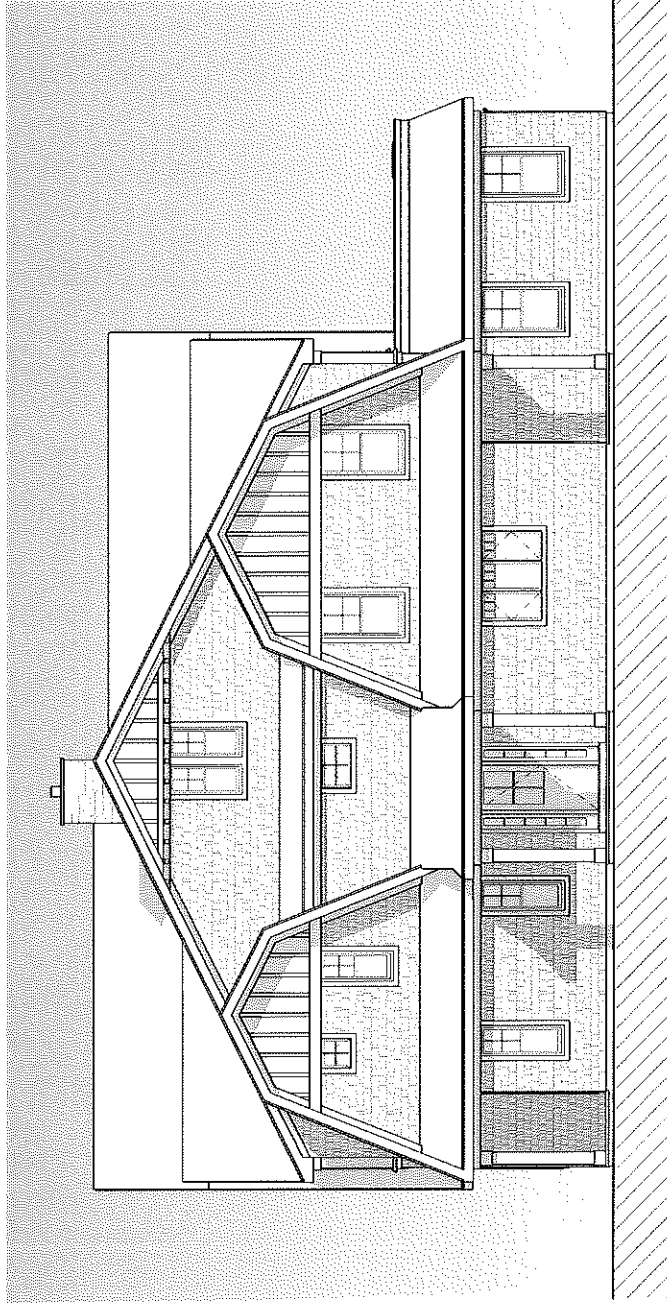
① Front Elevation
 1/8" = 1'-0"



① Rear Elevation
1/8" = 1'-0"



① Left Elevation
1/8" = 1'-0"



① Right Elevation
1/8" = 1'-0"

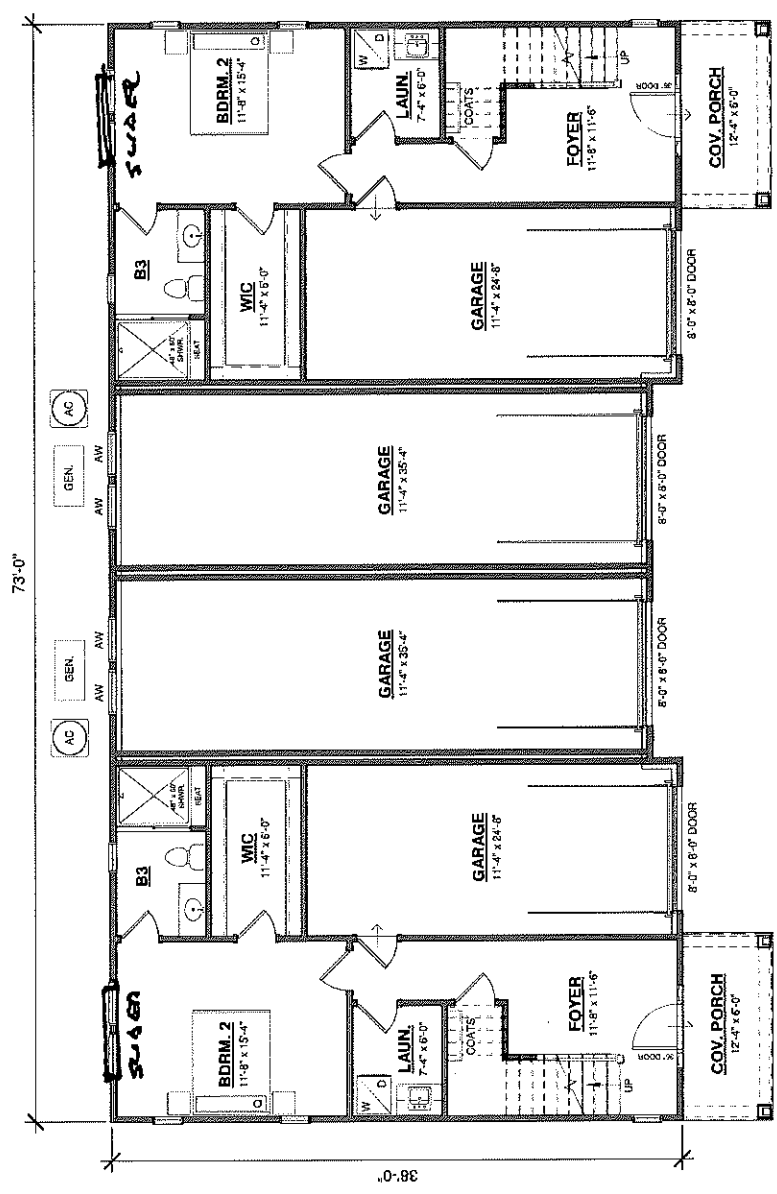






CARRIAGE HOUSE



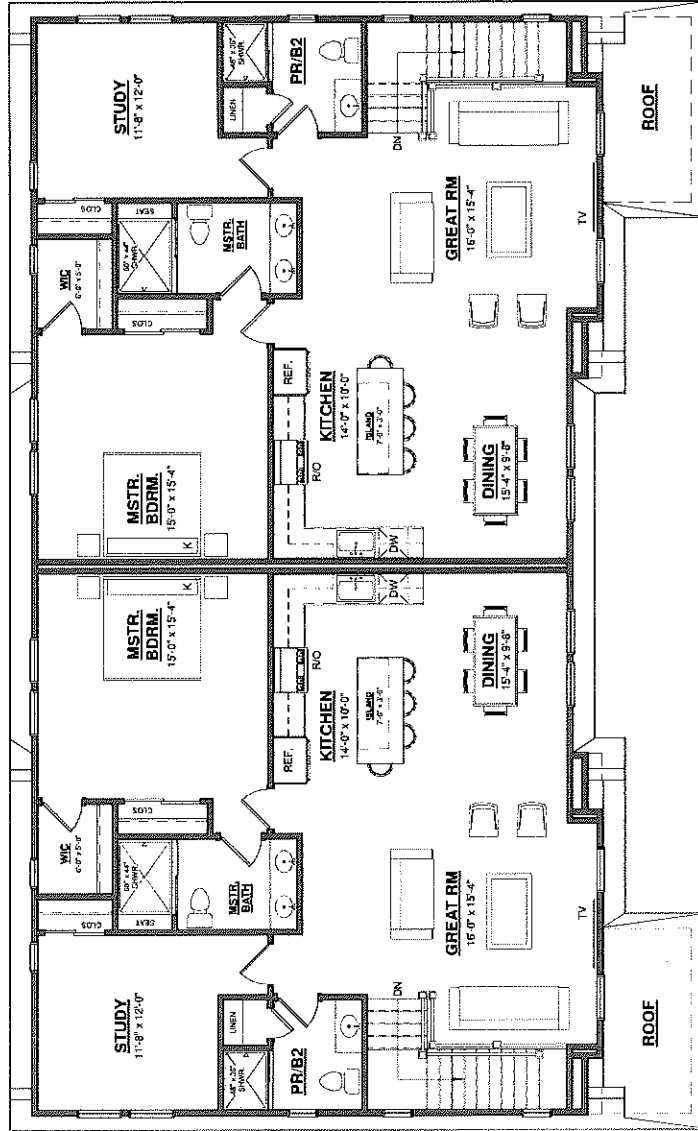


RUMSON SQ. FT.
 *PER UNIT
 1st Floor - 876 sq. ft.
 2nd Floor - 1,296 sq. ft.
 Total - 2,172 sq. ft.

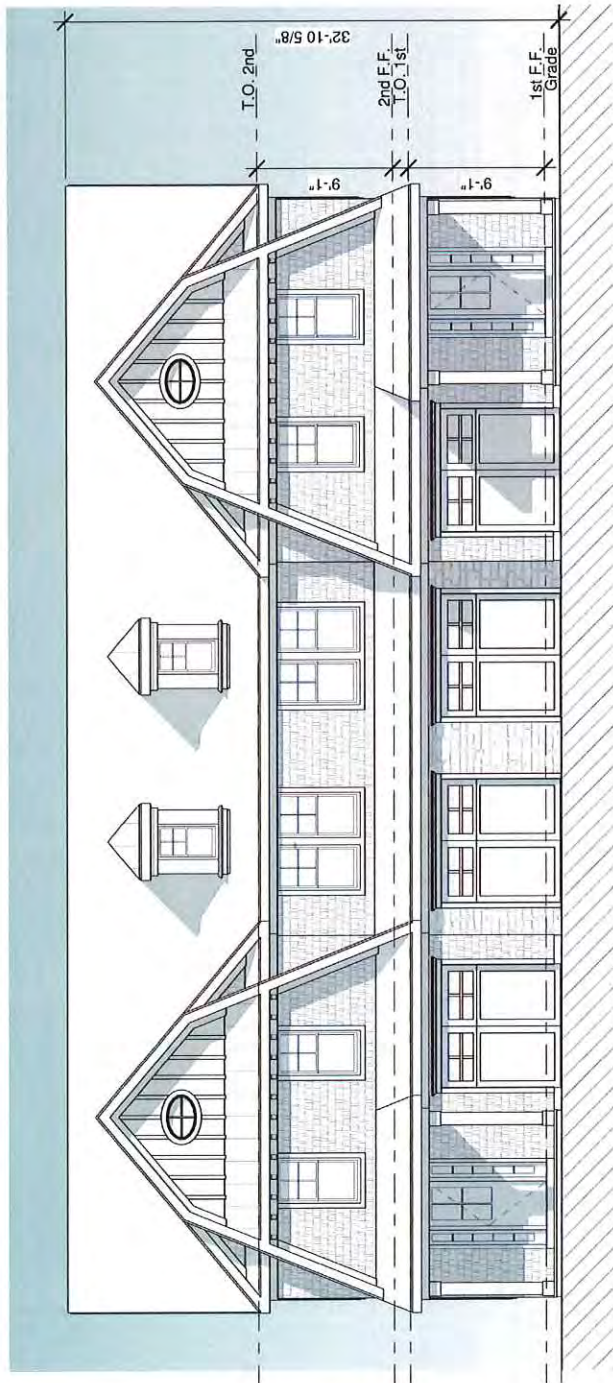
BUILDING PROGRAM
 *PER UNIT
 1st Floor - 619 sq. ft.
 2nd Floor - 1,266 sq. ft.
 Total - 1,885 sq. ft.

Garage - 293 sq. ft.
 Interior Garage - 432 sq. ft.

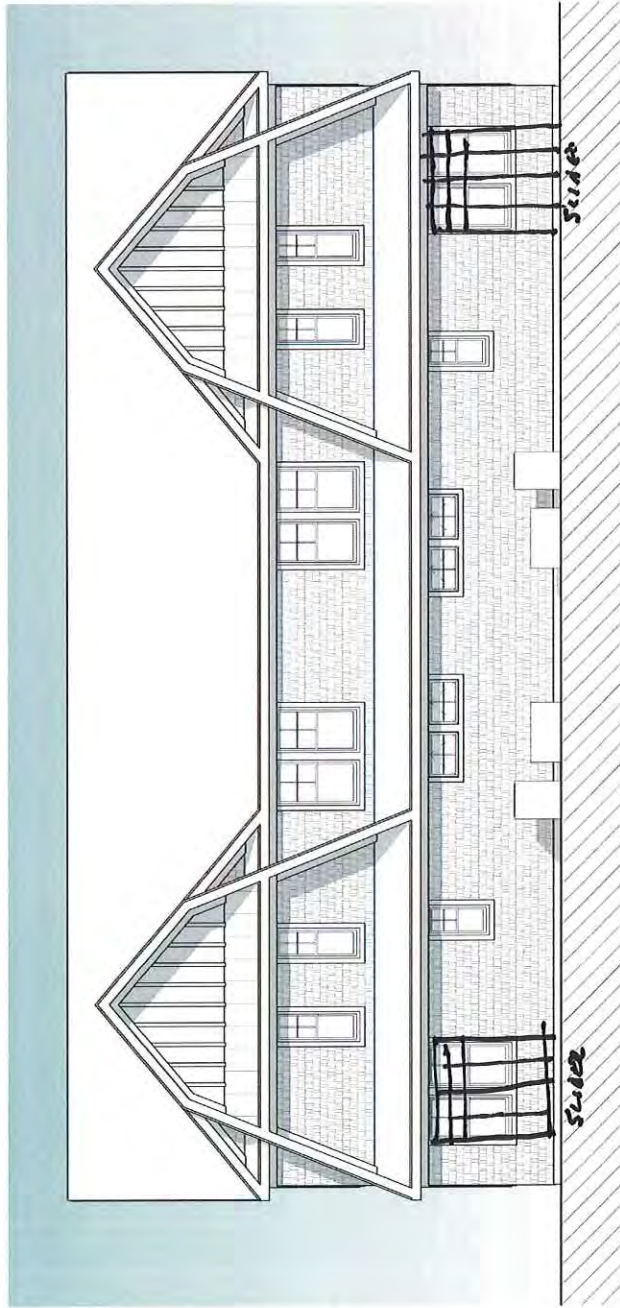
1 1st Floor Plan
 1/8" = 1'-0"



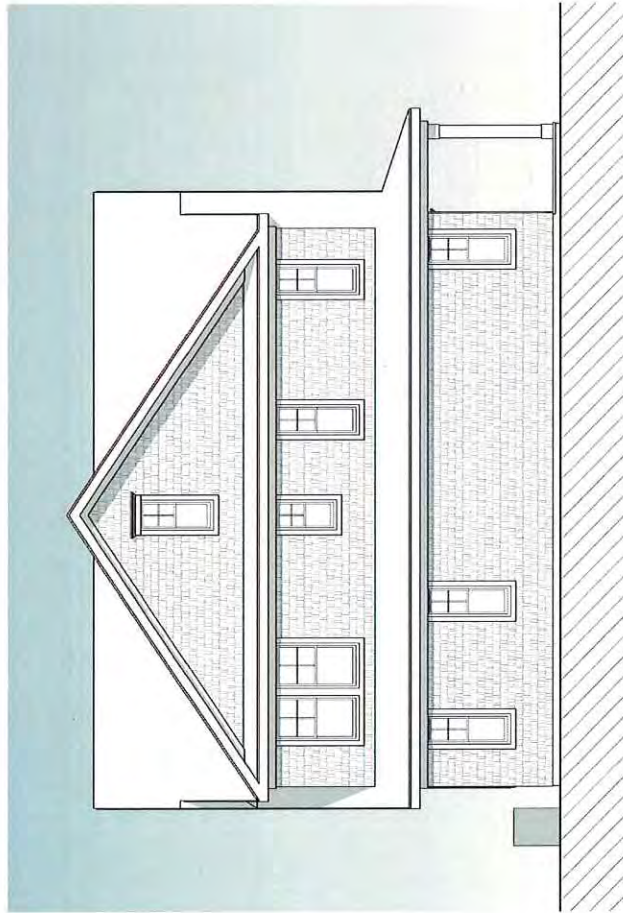
① 2nd Floor Plan
 1/8" = 1'-0"



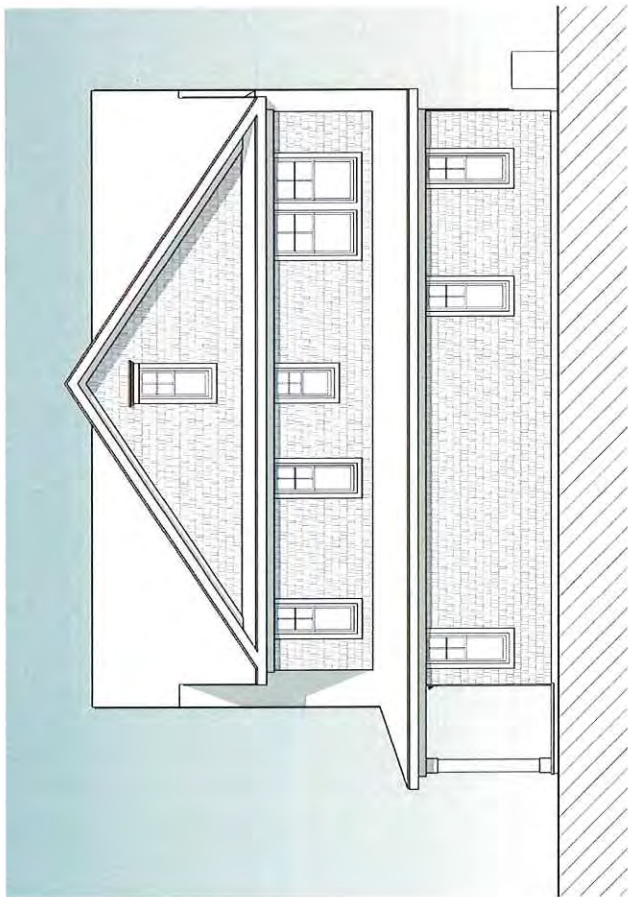
① Front Elevation
1/8" = 1'-0"



① Rear Elevation
1/8" = 1'-0"



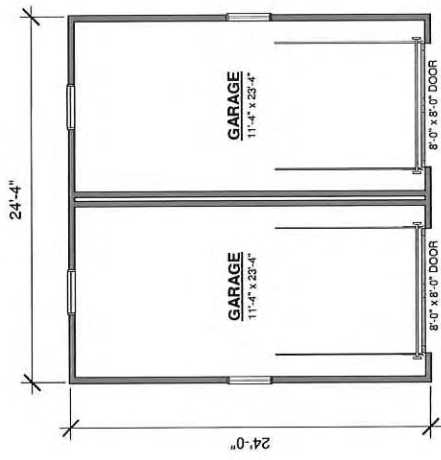
① Left Elevation
1/8" = 1'-0"



1 Right Elevation
1/8" = 1'-0"

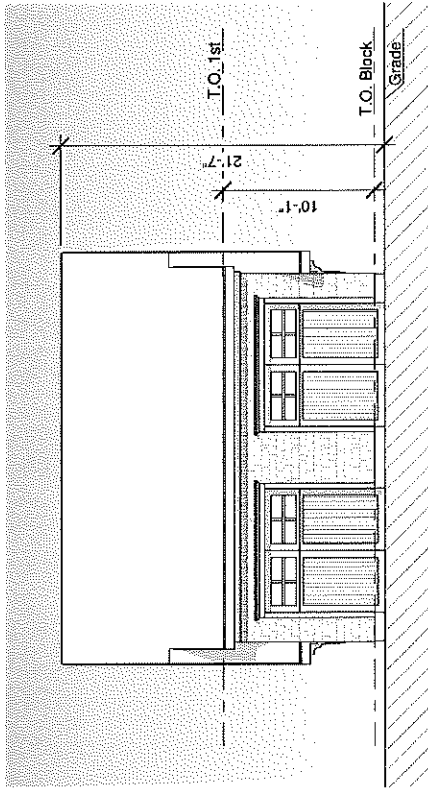




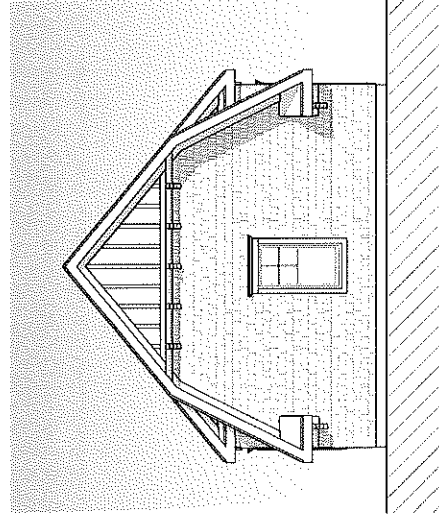


1 1st Floor Plan
1/8" = 1'-0"

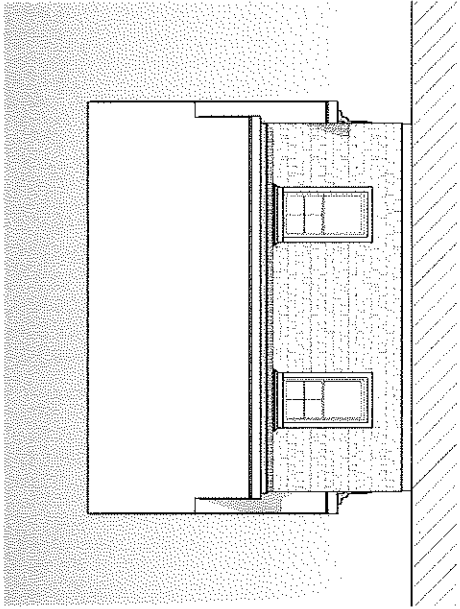




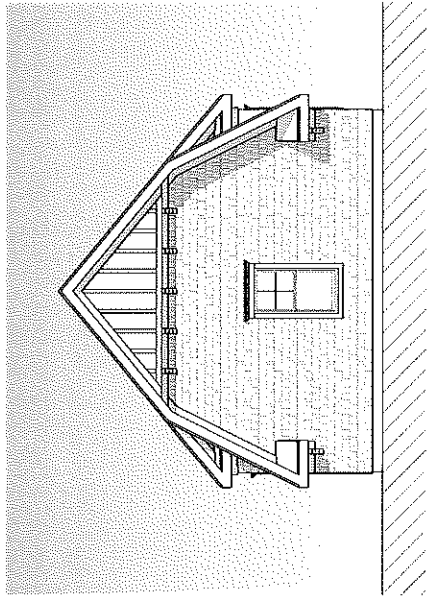
① Front Elevation
1/8" = 1'-0"



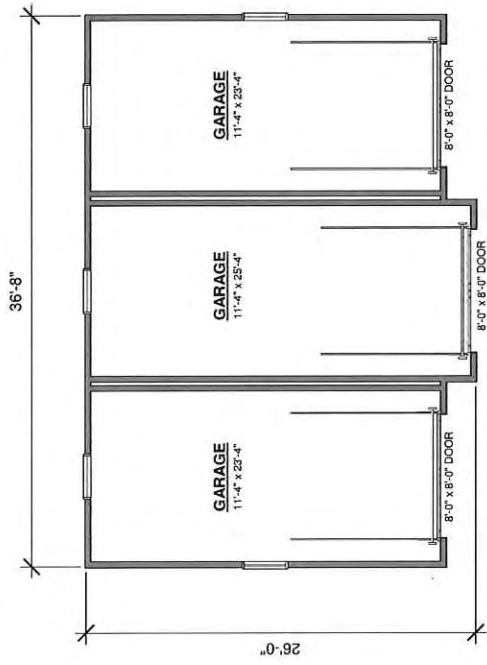
② Left Elevation
1/8" = 1'-0"



1 Rear Elevation
1/8" = 1'-0"

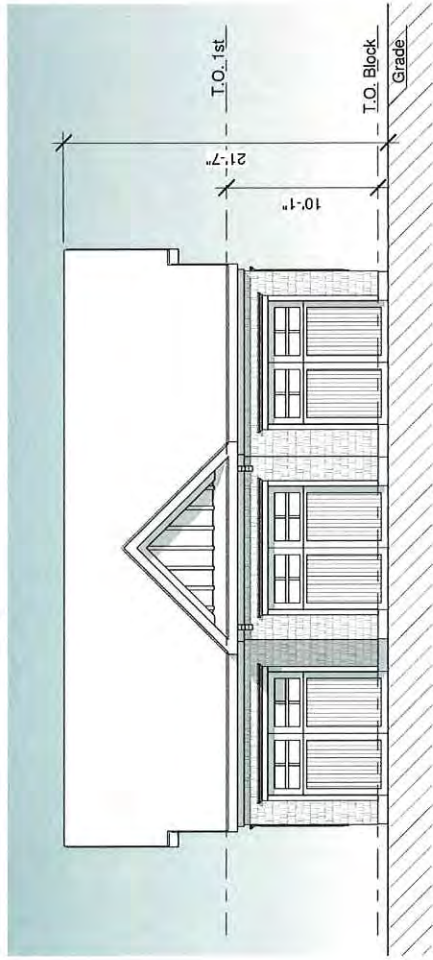


2 Right Elevation
1/8" = 1'-0"

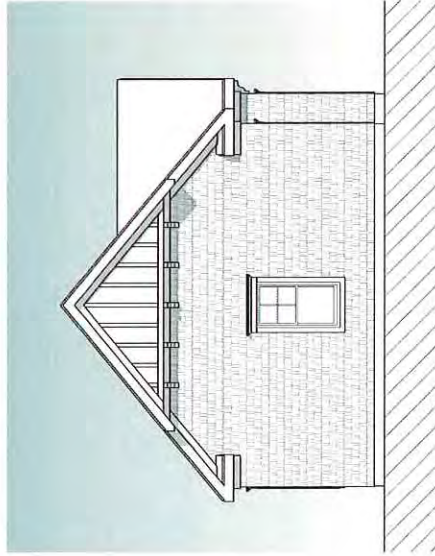


① Garage Plan
1/8" = 1'-0"

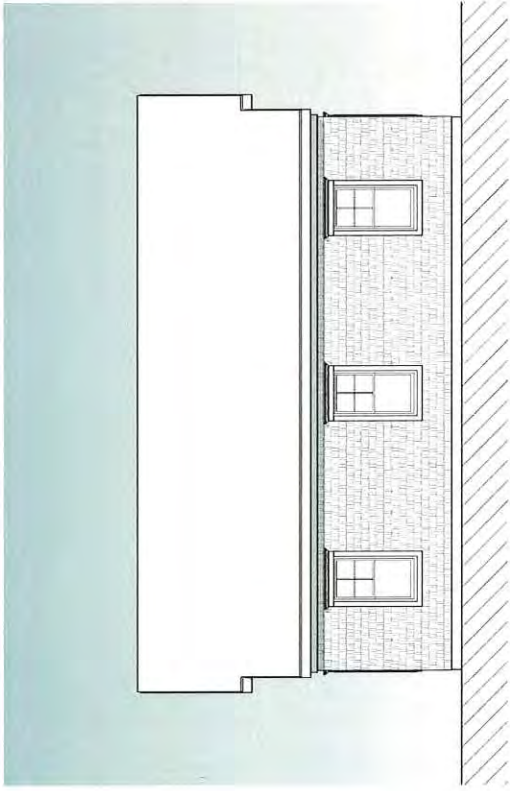




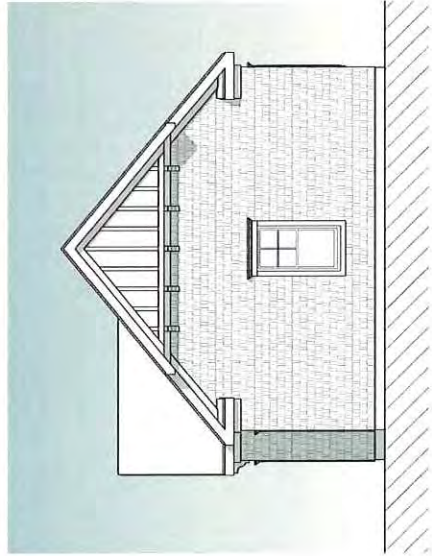
1 Front Elevation
1/8" = 1'-0"



2 Left Elevation
1/8" = 1'-0"



1 Rear Elevation
1/8" = 1'-0"



2 Right Elevation
1/8" = 1'-0"



*EXTERIOR MATERIALS
TRIPLEX*

① Front Elevation
1/8" = 1'-0"



① Front Elevation
1/8" = 1'-0"

EXTERIOR MATERIALS
CARRIAGE HOUSE

EXHIBIT D

ORDINANCE FOR RUMSON ROAD DEVELOPMENT

Yellow Brook: Rumson Road Housing Zone – RR Zoning District

AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND CHAPTER XXII “DEVELOPMENT REGULATIONS” OF SECTION 22-5 “ZONING DISTRICT REGULATIONS”, TO CREATE A RESIDENTIAL ZONE ALSO KNOWN AS THE RUMSON ROAD ZONE DISTRICT (RR).

BE IT ORDAINED by the Mayor and Council of Rumson Borough as follows:

Section 1. Chapter 22-5 (Zoning District Regulations) is hereby amended to establish the Rumson Road Housing (RR) District as an additional district and establish Chapter 22-5.16 to provide zoning requirements:

Chapter 22-5.16. Rumson Road Housing (RR) District

A. Applicability.

The use, bulk, design and performance standards of the RR District shall supersede the zoning provisions of the Rumson Borough General Ordinances and the Development Regulation Ordinance (Chapter XXII). However, where the regulations and standards of the RR District are silent, the standards of the General Ordinances and Chapter XXII shall apply.

B. Purpose.

The RR District provides land use regulations for the redevelopment of the site where specific site elements are incorporated that limit the impact to the surrounding parcels through the requirement of adequate development setbacks, alternate means of access and sufficient buffering. The RR District is intended to provide for the development of multifamily housing with a payment in-lieu contribution to the Borough’s Affordable Housing Trust Fund to support the development of very low, low and moderate income housing elsewhere in the Borough. The RR District is being created to implement the Settlement Agreement between the Borough of Rumson and Yellow Brook Property Co., LLC, which was entered into on _____, 2020 (hereinafter the “Yellow Brook Settlement Agreement”), the terms and conditions of which are incorporated herein by reference.

C. Permitted Uses. Permitted principal uses and structures. The following principal uses and structures shall be permitted in the RR District.

1. Triplex Dwellings.
2. Carriage Home Dwellings.
3. Public and private open space and parks.

D. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the RR District:

1. Fences and walls.
2. Off-street parking including stand-alone garages.
3. Site Furnishings (seating, etc.).
4. Accessory structures as depicted on the concept plan that is attached to the Yellow Brook Settlement Agreement as part of Exhibit C (Rumson Road Concept Plan and Elevations). The exhibit is also attached hereto as Exhibit A.

E. Community Design and Access. Any plan for the development of the parcel shall be substantially consistent with Exhibit C of the Yellow Brook Settlement Agreement (also attached hereto as Exhibit A), which shall be utilized, in terms of layout, arrangement, scale and intensity. Principal buildings are not required to front on an improved public street as the carriage house dwelling is permitted to be located behind the triplex dwelling.

F. Maximum Building Height.

1. Maximum building height for the triplex and carriage home dwellings shall not exceed 35 feet in height and two and a half (2 ½) stories.
2. Maximum building height for the stand-alone garage buildings shall not exceed 22 feet in height and one and a half (1 ½) stories.

G. Area and Yard Requirements.

The following area and bulk regulations shall apply:

- | | |
|--|--|
| 1. Maximum number of dwelling units: | 16 |
| 2. Maximum building coverage: | 15% |
| 3. Maximum impervious coverage: | 32% |
| 4. Minimum setback from right-of-way: | 55 feet |
| 5. Minimum setback from tract boundary (other than ROW): | 40 feet |
| 6. Minimum buffer width from tract boundary: | 25 feet |
| 7. Minimum distance between triplex dwellings: | 30 feet to foundation / 23 feet to porch |
| 8. Parking spaces shall be provided for all residential dwellings according to the New Jersey Residential Site Improvement Standards (<u>N.J.A.C. 5:21</u>). | |

9. Parking areas and driveways shall be located a minimum of 25 feet from any tract boundary.
10. Garages shall not face the public right-of-way without an intervening principal building projection line situated between the garage and the public right-of-way.
11. 60% of the required parking shall be provided within an enclosed garage.
12. Parking not within a garage shall not be visible from the public right-of-way, and shall be screened from adjoining property owners and the public right-of-way with plantings, walls and fences to provide 100% opacity.
13. Outside refuse disposal is not permitted. Refuse disposal container shall be contained with the buildings.
14. The buffer area shall not include driveways, parking, utilities, stormwater management, patios, courtyards, decks, mechanical equipment or buildings.
 - a. Existing vegetation within the buffer that is not considered invasive or dead or dying shall be preserved.
 - b. Landscape buffers shall consist of a combination of screen elements including deciduous trees, conifers, shrubs, berms, and if appropriate, fences or walls in sufficient quantities to perform their necessary screening function.
 - c. Existing on-site trees to remain within the required buffer area shall be utilized as part, and incorporated into, the buffer design.
 - d. Proposed screening layout and elements shall be placed only within the required buffer area and are subject to review and approval by the Borough.
 - e. Proposed plant material shall provide a four-season interest, be deer tolerant and consist primarily of native species. Invasive plant species shall not be allowed. Applicants are encouraged to use the New Jersey American Native Plant Society and the Rutgers Agricultural Extension Service Websites as a guide in species selection.
 - f. Plant material shall be installed at the following minimum sizes:
 - Deciduous trees – 3” caliper minimum
 - Conifer trees – 8’ height minimum
 - Large Evergreen and Deciduous Shrubs – 4’ height minimum
 - Small Evergreen and Deciduous Shrubs – 2’ height minimum
 - g. Drip irrigation is encouraged to be incorporated within the landscape buffer area to ensure the success of the proposed plant material.
 - h. All other requirements from Section 22-8.4 shall apply.

H. Design Standards. Deviations from these design standards shall be considered exceptions pursuant to the procedure articulated in the New Jersey Municipal Land Use Law at N.J.S.A. 40:55D-51.

1. Building Design. The purpose of these building design standards is to ensure that the design of buildings promotes a desirable visual and spatial environment, and that the buildings fit within the existing range of vernacular styles within Rumson Borough. The design of the buildings shall comply with the following standards, and shall be substantially consistent with Exhibit C of the Yellow Brook Settlement Agreement, which is also attached hereto as Exhibit A.
2. Pedestrian Circulation. Pedestrian walkways connecting streets and parking area to the dwellings shall be provided. All walkways shall be constructed of brick or brick pavers.
3. Curbing. All vertical curbs shall be 6" in height and constructed of Belgian block, unless mountable Belgian block curbs are proposed.
4. Lighting.
 - a. General. All outdoor lighting should be coordinated as to style, material and color. Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area. All exterior lighting shall be designed, located, installed and directed in such a manner as to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property. The use of light emitting diode (LED) fixtures is required for energy efficiency and uniform illumination.
 - b. Parking lots shall be illuminated with a minimum of two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
 - c. Illumination at property lines shall not exceed one-tenth (0.1) foot-candle, excluding public street rights-of-way.
 - d. Lighting shall be provided by fixtures in parking lots with a mounting height not more than 16 feet measured from the ground level to the center line of the light source and lighting fixtures no to exceed twelve (12) feet in height shall be provided for pedestrian walkways and residential areas outside of parking lots.
 - e. Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface, except that no illumination shall be required for trails and pathways in the passive recreation land use area. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.

f. Fixtures for illumination shall be full cutoff luminaires.

4. Mechanical Equipment.

- a. General. Such areas, due to their visual and noise impacts onto adjacent properties and visitors to the site shall be screened, recessed and enclosed.
- b. Outdoor storage, utility meters, HVAC equipment, and other such service functions shall be incorporated into the overall design of the buildings and site layout. Walls, screens and enclosures for such uses shall be of a similar construction and material as the primary buildings to which they are associated. Such accessory structures and uses shall be adequately landscaped to the point where the visual and acoustic impacts of these functions in conjunction with walls, screens and/or enclosures are fully contained and out of the view from general passersby.

J. General Standards.

- 1. There shall exist approved public water and public sewer systems which shall be available to each unit prior to the issuance of the building permit for that unit.
- 2. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept subject to a developer's agreement with the Borough.
- 3. Off-tract improvements including safety improvements at the intersection of Rumson Road and Osprey Lane shall be constructed in coordination with the Borough and the County.

K. Affordable Housing.

A payment in-lieu contribution to the Borough's Affordable Housing Trust Fund for the provision of four (4) off-site affordable housing units is required for development within the RRIH zone, as per the terms and conditions in Section 4.2 of the Yellow Brook Settlement Agreement.

Section 2. Chapter XXII (Development Regulations Zoning Map appendix) is hereby amended to add the Rumson Road Inclusionary Housing (RR) District for Block 124, Lot 31.

Section 3. If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

Section 4. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Introduced: _____.

Passed and Approved: _____.

I hereby approve of the
passing of this ordinance.

Joseph K. Hemphill
Mayor

Attest:

Thomas S. Rogers
Borough Clerk/Administrator

SURENIAN, EDWARDS & NOLAN, LLC

707 Union Avenue, Suite 301

Brielle, NJ 08730

(732) 612-3100

Attorneys for Declaratory Plaintiff, Borough of Rumson

By: Jeffrey R. Surenian (Attorney ID: 024231983)

Erik C. Nolan (Attorney ID: 014032006)

**IN THE MATTER OF THE
APPLICATION OF THE BOROUGH OF
RUMSON, COUNTY OF MONMOUTH**

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MONMOUTH COUNTY

DOCKET NO.: MON-L-2483-15

CIVIL ACTION – *MOUNT LAUREL*

**ORDER APPROVING SETTLEMENT
AGREEMENTS BETWEEN THE
BOROUGH OF RUMSON AND FAIR
SHARE HOUSING CENTER AND THE
BOROUGH OF RUMSON AND
YELLOW BROOK PROPERTY CO.,
LLC**

THIS MATTER having been opened to the Court by Surenian, Edwards & Nolan, LLC, attorneys for declaratory plaintiff, Borough of Rumson (hereinafter the “Borough” or “Rumson”) via a Declaratory Judgment Complaint filed on July 2, 2015 to approve the Borough’s Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), as may be amended, in response to In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) (“Mount Laurel IV”); and the Court having granted the Borough immunity from all Mount Laurel lawsuits from the time of the filing of the Borough’s Declaratory Judgment action (hereinafter “DJ Action”) to the present; and the Court having appointed Frank J. Banisch, III, P.P., A.I.C.P., as the Special Mount Laurel Court Master (hereinafter the “Court Master”); and Fair Share Housing Center (“FSHC”), having participated in the Borough’s DJ Action as an interested party; and FSHC’s expert, David Kinsey, Ph.D., P.P., F.A.I.C.P., having issued an expert report that calculated fair share obligations for all of the

municipalities in the state; and the Borough having hired Econsult Solutions, Inc., which produced its own expert report calculating fair share obligations for all municipalities in the state; and the Borough's representatives and Kevin D. Walsh, Esq., of FSHC having entered into Court required confidential mediation supervised by the Court Master to try to agree on the magnitude of the Borough's Round 3 fair share obligation, and how the Borough would comply with same; and the Court having allowed Yellow Brook Property Co., LLC (hereinafter "Yellow Brook") to intervene in the DJ Action; and the Borough's representatives and Yellow Brook having entered into confidential mediation under the supervision of the Court Master; and the Borough's representatives and FSHC having agreed upon a form of Settlement Agreement, which was executed by Kevin D. Walsh, Esq., on behalf of FSHC (hereinafter the "FSHC Settlement Agreement," which is attached hereto as Exhibit P-1); and the Borough's representatives and Yellow Brook having agreed upon a form of Settlement Agreement, which was executed by Roger Mumford on behalf of Yellow Brook (hereinafter the "Yellow Brook Settlement Agreement," which is attached hereto as Exhibit P-3); and after a public presentation was held regarding both settlement agreements on January 14, 2020, the Borough Council having adopted resolutions (attached hereto as Exhibits P-2 and P-4) authorizing the Mayor of Rumson to execute the FSHC Settlement Agreement and the Yellow Brook Settlement Agreement, which he did; and the Court having originally set a date of March 12, 2020 for a Fairness Hearing to entertain approval of the settlement agreements, and to determine whether said settlements are fair, reasonable and adequately protect the interest of very low, low, and moderate income households; and the Borough having provided proper public and actual notice of the Fairness Hearing; and Rumson Open Space and Affordable Housing, Inc. (hereinafter "ROSAH") having objected to the settlement agreements and having asked for an adjournment of the Fairness Hearing, which the Court granted by moving the Fairness Hearing to March 26, 2020; and other residents of Rumson

having objected to the settlement agreements; and due to the Covid-19 virus nationwide emergency, the Court having adjourned the Fairness Hearing to begin instead on June 15, 2020; and the Court Master having submitted a report to the Court on April 10, 2020 (attached hereto as Exhibit P-5), in which he recommended that the Court approve both the FSHC Settlement Agreement and the Yellow Brook Settlement Agreement; and counsel for the Borough having prepared a Notice Certification, (attached hereto as Exhibit P-6), to document that proper public and direct notice of the Fairness Hearing had been given; and the Fairness Hearing having begun on June 15, 2020, having continued on June 22, 2020, July 9, 2020, July 15, 2020, and having concluded on July 20, 2020, during which Borough Exhibits P-1 to P-7, FSHC Exhibits FS-1 to FS-11, Yellow Brook Exhibits YB-1 to YB-6, and ROSAH Exhibits R-1a, R-2 to R-10 were marked into evidence; and the Court having considered the testimony taken, the objections made, and the comments of counsel during the Fairness Hearing; and the Court having reviewed all of the documents submitted into evidence during the Fairness Hearing, as well as all of the written objections that were filed with the Court; and the Court being satisfied that the parties are entitled to the relief sought; and good cause having been shown;

It is hereby ordered on this 29th day of July, 2020 as follows:

1. The Court finds and determines, pursuant to the judicial standards prescribed by the Appellate Division in East/West Venture v. Bor. Of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and through analysis of the FSHC Settlement Agreement (attached hereto as Exhibit P-1) and the Yellow Brook Settlement Agreement (attached hereto as Exhibit P-3), the Court Master's report (attached hereto as Exhibit P-5), and on the basis of the testimony taken during the Fairness Hearing conducted in June and July of 2020; that the settlement agreements between FSHC and the Borough, and Yellow Brook and the Borough, are fair, reasonable and adequately protect the interest of very low, low, and moderate income households, the Court hereby approves the FSHC

Settlement Agreement and the Yellow Brook Settlement Agreement, which are attached hereto as Exhibits P-1 and P-3.

2. Within 120 days of the date of the Fairness Hearing, the Borough and its Planning Board shall (a) prepare, adopt and endorse a Housing Element and Fair Share Plan, which shall include a Spending Plan, and shall reflect all of the terms and conditions of the FSHC Settlement Agreement (Exhibit P-1), and will also satisfy all of the conditions listed in Attachment A on pages 20-21 of the Court Master's April 10, 2020 report (Exhibit P-5); and shall (b) submit at least thirty (30) days before the Compliance Hearing the adopted and endorsed Housing Element and Fair Share Plan, with all required supplementary documentation and adopted ordinances and resolutions needed to implement the plan, to the Court, the Court Master and FSHC for final review and recommendation by the Court Master for consideration of approval by the Court.

3. A Compliance Hearing to consider approval of the Borough's Housing Element and Fair Share Plan and the issuance of a Judgment of Compliance and Repose, which will provide the Borough and its Planning Board immunity from all Mount Laurel lawsuits, other than those brought to enforce the terms of the Settlement Agreements or the Court's orders through July 2, 2025, is scheduled for December 1, 2020 at 9:00 a.m.

4. The temporary immunity from all Mount Laurel lawsuits, including builder's remedy lawsuits, that is currently in place for the Borough and its Planning Board, will remain in place until one month after a final Compliance Hearing is completed.

5. As a result of the Settlement between the Borough and FSHC, the Borough's Rehabilitation Obligation is 29, the Borough's Prior Round Obligation (1987-1999) is 268 and the Borough's Gap (1999-2015) + Prospective Need (2015-2025) or Round 3 Obligation is 335. Said affordable housing obligations are hereby approved by the Court.

6. The Borough will address its Rehabilitation Obligation of 29 by working with Monmouth County, and by working with an entity to run a local rehabilitation program to rehabilitate units in the Borough in accordance with the requirements in the Court Master's report (Exhibit P-5) and the FSHC Settlement Agreement (Exhibit P-1).

7. The Borough prepared a Vacant Land Analysis (Appendix A to Exhibit P-1), and, as a result of that analysis, the Borough, FSHC and the Court Master have agreed that the Borough is entitled to a Vacant Land Adjustment such that it has combined Prior Round (1987-1999) and Round 3 (1999-2025) Realistic Development Potential (hereinafter "RDP") of 51, and a remaining portion of its combined Prior Round and Round 3 Obligations (hereinafter "Unmet Need") of 552. The Court hereby approves the Borough's RDP of 51.

8. The Borough will address its combined Prior Round (1987-1999) and Round 3 (1999-2025) RDP of 51 as follows:

Compliance Mechanisms 51 RDP Third Round Obligation (1999-2025)	VL Units Senior/SN	VL Units Family	Credits	Bonuses	Total
Market to Affordable					
Completed			2		2
Proposed			9		9
Inclusionary Development - Complete					
Washington Street (family rental)			1	1	2
Lafayette Mews (family rental)			2	2	4
100% Municipally Sponsored					
Carton Street: BCUW (4 SN beds + 10 family rentals)	2	3	14	10	24
North Street: BCUW (4 SN beds + 6 senior rentals)			10		10
Total Credits Provided	2	3	38	13	51
				Balance	0
Micro-requirements			Required		Provided
Min. Total Family- 50% of obligation-surplus-bonus			19		19
Min. Very Low Required - 13% of units developed after 7/17/2008			5		5
Min. Very Low Family Required- 50% of Total VL			3		3
Min. Total Rental - 25% of obligation			13		19
Min. Family Rental - 50% of total rental			7		13
Maximum Senior - 25% of obligation			12		6

9. The Borough will address its remaining combined Prior Round (1987-1999) and Round 3 (1999-2025) unmet need as follows:

- a. Faith Institution Overlay Zone: The Borough will adopt an overlay zone that will require a twenty percent (20%) affordable housing set-aside over the Holy Cross Church (Block 104, Lot 1.01) at 6 du/acre, the First Presbyterian Church (Block 10, Lot 6) at 8 du/acre, Congregation B’Nai Israel (Block 81, Lot 6) at 6 du/acre.
- b. Downtown GB/NB/POB Overlay Zone: The Borough will amend the existing overlay zone over the GB, NB and POB zones to expand the GB zone, permit three story mixed use development and permit multi-family development at 12 du/acre, all with a twenty percent (20%) affordable housing set-aside requirement.
- c. R-2 Overlay Zone: The Borough will adopt an overlay zone on certain parcels in the R-2 district to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 3 du/acre on a minimum lot size of 3 acres, but with an affordable housing set-aside equal to what would be required at a density of 6 du/acre. The Borough will subsidize the affordable units associated with a density that exceeds 3 du/acre or will allow a density of 6 du/acre if funding is not made available. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- d. R-4 Overlay Zone: The Borough will adopt an overlay zone on certain parcels in the R-4 district to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 8 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- e. R-5 Overlay Zone: The Borough will adopt an overlay zone on certain parcels in the R-5 district to permit multi-family housing (townhouse, duplex, triplex, quads) at a density of 12 du/acre on a minimum lot size of 1 acre. The overlay zone will require a twenty percent (20%) affordable housing set-aside.
- f. 10 Accessory Apartment Units: The Borough will run an Accessory Apartment program to create up to 10 affordable Accessory Apartment units.
- g. Mandatory Set-Aside Ordinance (“MSO”): The Borough will adopt a Borough-wide Mandatory Set-Aside Ordinance (“MSO”), which will require a twenty percent (20%) affordable housing set-aside for residential developments comprised of five (5) or more dwelling units.
- h. Development Fee Ordinance: The Borough will continue to collect residential and non-residential development fees under an updated Development Fee Ordinance (“DFO”).

10. All other terms and conditions in the FSHC Settlement Agreement (Exhibit P-1) and the Yellow Brook Settlement Agreement (Exhibit P-3) shall be adhered to, and all such terms and conditions are hereby incorporated by reference.

11. Counsel for the Borough shall provide copies of this Order to all counsel of record and to the Court Master within seven (7) days of receipt.

/s/Linda Grasso Jones, J.S.C.
Hon. Linda Grasso Jones, J.S.C.

Appendix 2. Planning Board Resolution

BOROUGH OF RUMSON PLANNING BOARD

RESOLUTION

ADOPTING THE 2020 THIRD ROUND HOUSING PLAN ELEMENT & FAIR SHARE PLAN

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board of the Borough of Rumson, County of Monmouth, State of New Jersey (the "Board"), held a public hearing on a proposed Third Round Housing Plan Element and Fair Share Plan on December 7, 2020; and

WHEREAS, On March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on July 2, 2015, the Borough submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

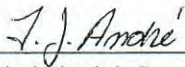
WHEREAS, on July 29, 2020, the Honorable Linda Grasso-Jones, J.S.C., issued a Court Order approving a Settlement Agreement between the Borough and Fair Share Housing Center that established the Borough's fair share obligation and approved the Borough's compliance mechanisms; and

WHEREAS, the Settlement Agreement requires that the Borough of Rumson adopt a Housing Element and Fair Share Plan that is consistent with said Settlement Agreement; and

WHEREAS, upon the conclusion of the public hearing, the Board determined that the proposed Third Round Housing Plan Element and Fair Share Plan are consistent with the goals and objectives of the Borough of Rumson's Master Plan, will guide the use of lands in the municipality in a manner which protects public health and safety and promotes the general welfare in accordance with N.J.S.A. 40:55D-28, and are designed to achieve and the adoption and implementation of the proposed Third Round Housing Plan Element and Fair Share Plan will achieve access to affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

NOW THEREFORE BE IT RESOLVED, by motion duly made and seconded, that the Planning Board of the Borough of Rumson, County of Monmouth, State of New Jersey, hereby adopts the Third Round Housing Plan Element and Fair Share Plan.

I hereby certify that this is a true copy of the resolution adopting the amended Housing Plan Element and Fair Share Plan of the Borough of Rumson, County of Monmouth on December 7, 2020.



Frederick J. André, Board Secretary



Appendix 3. Governing Body Resolution

2020-1215-144

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION ENDORSING THE 2020 THIRD ROUND HOUSING PLAN
ELEMENT AND FAIR SHARE PLAN AND AUTHORIZING
AND DIRECTING SUBMISSION OF THE PLANS TO THE
SUPERIOR COURT, LAW DIVISION

WHEREAS, On March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on July 2, 2015, the Borough submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, on July 29, 2020, the Honorable Linda Grasso-Jones, J.S.C., issued a Court Order approving a Settlement Agreement between the Borough and Fair Share Housing Center that established the Borough's fair share obligation and approved the Borough's compliance mechanisms; and

WHEREAS, the Settlement Agreement requires that the Borough of Rumson adopt a Housing Element and Fair Share Plan that is consistent with said Settlement Agreement; and

WHEREAS, the Rumson Borough Planning Board adopted on December 7, 2020 a Third Round Housing Plan Element and Fair Share Plan as being consistent with the goals and objectives of the Borough of Rumson Master Plan, as guiding the use of lands in the municipality in a manner which protects public health and safety and promotes the general welfare in accordance with N.J.S.A. 40:55D-28, and as achieving access to affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

WHEREAS, COAH's Prior Round rules at N.J.A.C. 5:91-2.2(a), requires that the Borough Council endorse the Third Round Housing Element and Fair Share Plan adopted by the Planning Board.

NOW THEREFORE, BE IT RESOLVED the Borough Mayor and Council of the Borough of Rumson, Monmouth County, State of New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the Planning Board on December 7, 2020.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

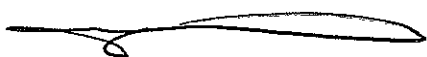
In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



Appendix 4. Housing, Demographic & Employment Analysis

DEMOGRAPHIC, SOCIO-ECONOMIC, HOUSING STOCK, CONSTRUCTION AND FORECASTS ANALYSIS

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DEMOGRAPHIC ANALYSIS

Population data in this section relies upon the decennial U.S. Census. Table 1, Population Trends 1930-2010, shows that Rumson Borough had a population of 7,122 persons in 2010, a 6.5% increase from the 2000 census number of 6,701 persons. However, the Borough experienced an overall decline in population since 1970. The Borough experienced its largest population growth in the 1950-1960 decade when the population increased 60%. Both the County and the State experienced their highest growth during the 1950-1960 decade of 48.4% and 25.5% respectively. The Borough's population decline in 2000-2010 was not reflected in the County or the State, where population grew by 2.5% and 4.5% respectively, even though the growth was slower than previous decades.

Table 1: Population Trends in Rumson Borough, Monmouth County and New Jersey, 1930 to 2010

Year	Rumson Borough			Monmouth County			New Jersey		
	Persons	Change		Persons	Change		Persons	Change	
		Number	Percent		Number	Percent		Number	Percent
1930	2,073			147,209			4,041,334		
1940	2,926	853	41.1%	161,238	14,029	9.5%	4,160,165	118,831	2.9%
1950	4,004	1,078	36.8%	225,327	64,089	39.7%	4,835,329	675,164	16.2%
1960	6,405	2,401	60.0%	334,401	109,074	48.4%	6,066,782	1,231,453	25.5%
1970	7,421	1,016	15.9%	461,849	127,448	38.1%	7,168,164	1,101,382	18.2%
1980	7,623	202	2.7%	503,173	41,324	8.9%	7,364,823	196,659	2.7%
1990	6,701	-922	-12.0%	553,124	49,951	9.9%	7,730,188	365,365	5.0%
2000	7,137	436	6.5%	615,301	62,177	11.2%	8,414,350	684,162	8.9%
2010	7,122	-15	-0.2%	630,380	25,954	2.5%	8,791,894	377,544	4.5%

Data Sources: U.S. Census Bureau, 2000 and 2010 Census Dataset SF-1, Table DP01; New Jersey Department of Labor and Workforce Development, New Jersey State Data Center 1990 Census, Table 6. New Jersey Resident Population by Municipality: 1930 – 1990

Table 2, Population by Age, shows the population cohorts in Rumson Borough in 2010. The most populous age cohort was 20-64 years with 53.7% of Rumson residents in 2010. The smallest age cohort was the Under 5-year old with only 6.1% of the total population. The second smallest age cohort was the 65+ year (11.3%). The median age in Rumson was 41.6 years.

Table 2: Population by Age in Rumson Borough, 2010

Age Group	Total Persons	
	Number	Percent
Under 5 (Pre-school)	434	6.1%
5 – 19 (School age)	2,060	28.9%
20 – 64 (Working age)	3,820	53.7%
65 +	808	11.3%
Total	7,122	100.0%
Median Age	41.6	

Data Source: U.S. Census Bureau, 2010 Census Dataset SF-1, Table DP01

Table 3, Population Change by Age, shows the changes in population cohorts between 2000 and 2010 in Rumson. The largest increase in population was in the school age cohort (5-19 years), where the population grew by 11.4% in the decade from only 25.9% of the total population in 2000 to 28.9% of the total population in 2010. This was followed by the 20-64-year age cohort, where the population only slightly declined by 0.6%. The largest decrease in population was in the Under 5-year old cohort where the population decreased by 17.8%, from 7.4% of total population in 2000 to 6.1% in 2010. The median age of Rumson increased by 2.4 years in the decade, from 39.2 years in 2000 to 41.6 in 2010.

Table 3: Population Change by Age in Rumson Borough, 2000 and 2010

Age Group	Total Persons, 2000		Total Persons, 2010		Change, 2000 to 2010	
	Number	Percent	Number	Percent	Number	Percent
Under 5 (Pre-school)	528	7.4%	434	6.1%	-94	-17.8%
5 – 19 (School age)	1,850	25.9%	2,060	28.9%	210	11.4%
20 – 64 (Working age)	3,845	53.9%	3,820	53.7%	-25	-0.6%
65 +	914	12.8%	808	11.3%	-106	-11.6%
Total	7,137	100.0%	7,122	100.0%		
Median Age	39.2		41.6		2.4	

Data Source: U.S. Census Bureau, 2000 and 2010 Census Dataset SF-1, Table DP01

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. As a subset of households, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household.

In 2010, there were 2,344 households in Rumson, with an average of 3.03 persons per household. 2-person households were the most common accounting for 29.1% of all households, followed by 4-person households accounting for 21.2% of all households in Rumson.

Table 4: Persons in Household, 2010

Household Size	Rumson Borough	
	Number	Percent
1-person household	335	14.2%
2-person household	684	29.1%
3-person household	436	18.6%
4-person household	496	21.2%
5-person household	279	12.0%
6-person household	88	3.8%
7-or-more-person household	26	1.1%
Total number of households	2,344	100.0%
Average Household Size: Total	3.03	

Data Source: U.S. Census Bureau, 2010 Census Dataset SF-1, Tables DP01 and H16

In 2010, out of a total population of 7,122 persons, there were 7,114 persons in Rumson (99.9% of total population) living in 5,271 households. This was higher than the County and the State, where 98.8% and 97.9% of the total population lived in households respectively. 76.5% of the households in Rumson were family households (higher than the County and the State), of which the majority were husband-wife families (also higher than the County and the State). Under a fourth of the households in Rumson were non-family including persons living alone (18.8% of all households).

The average household size in Rumson was smaller than the average family size (3.03 persons / family).

ANALYSIS OF SOCIO-ECONOMIC CHARACTERISTICS

Table 5 compares the educational attainment for Borough, County, and State population over 25 years old as indicated in the 5-year American Community Survey 2014-2018. The Borough had a much higher percentage of population with at a high school graduate or higher educational attainment (98.7%) compared to the County (94.3%) and the State (89.5%). Only 1.3% of the population had no high school diploma, compared to 5.7% in the County and 10.4% in the State. Overall, a higher percentage of Rumson population over 25 years old was highly educated – 71.2% of Rumson population over 25 years old had a Bachelor’s degree or higher, compared to 47.6% at the County and 38.9% at the State.

Table 5: Educational Attainment (of persons 25 years and over) for Rumson Borough, Monmouth County and New Jersey, 2018

Education Level	Rumson Borough		Monmouth County		New Jersey	
	Number	Percent	Number	Number	Percent	Number
Population 25 years and over	4,093	100.0%	438,071	100.0%	6,129,542	100.0%
Less than 9th grade	8	0.2%	9,301	2.1%	303,217	4.9%
9th to 12th grade, no diploma	46	1.1%	15,645	3.6%	337,896	5.5%
High school graduate (includes equivalency)	432	10.6%	98,234	22.4%	1,683,568	27.5%
Some college, no degree	475	11.6%	72,703	16.6%	1,019,736	16.6%
Associate's degree	225	5.5%	33,669	7.7%	401,069	6.5%
Bachelor's degree	1,677	41.0%	129,895	29.7%	1,457,910	23.8%
Graduate or professional degree	1,230	30.1%	78,624	17.9%	926,146	15.1%
High school graduate or higher	4,039	98.7%	413,125	94.3%	5,488,429	89.5%
Bachelor's degree or higher	2,907	71.0%	208,519	47.6%	2,384,056	38.9%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S1501

Table 6, Comparison of Income 2018, shows that persons, households and families in Rumson have, on average, higher incomes than in Monmouth County and the State. Rumson’s median household income was about 180% of that in the County and about 225% of that in the State. The median family income in the Borough was about 25% higher than the median household income.

Table 6: Comparison of Incomes for Rumson Borough, Monmouth County and New Jersey, 2018

Annual Income	Rumson Borough	Monmouth County	New Jersey
Per Capita Income	\$108,505	\$51,716	\$40,895
Median Household Income	\$177,857	\$99,642	\$79,363
Mean Household Income	\$337,696	\$134,685	\$110,140
Median Family Income	\$222,656	\$123,066	\$98,047
Mean Family Income	\$375,799	\$160,539	\$129,025

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table DP03

Table 7, Comparison of Household Income 2018, shows that 84.8% of Rumson’s households have an income over \$100,000 compared to 74.9% of households in the County and 40.2% of households in the State. Households with less than a \$50,000 income comprise only 15.2% of the total households in the Borough, compared to 25.1% in Monmouth County and 32.8% of the households in New Jersey. The most populous income range in the Borough was households earning \$200,000 or more (47.5%) followed by those earning between \$100,000 and \$149,999 (14.5%).

Table 7 : Comparison of Household Income for Rumson Borough, Monmouth County and New Jersey, 2018

Household Income Range	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total households	2,182	100.0%	236,327	100.0%	3,213,362	100.0%
Less than \$10,000	44	2.0%	9,926	4.2%	165,332	5.1%
\$10,000 to \$14,999	26	1.2%	4,727	2.0%	106,777	3.3%
\$15,000 to \$24,999	79	3.6%	15,125	6.4%	239,248	7.4%
\$25,000 to \$34,999	85	3.9%	12,525	5.3%	228,906	7.1%
\$35,000 to \$49,999	98	4.5%	17,016	7.2%	313,308	9.8%
\$50,000 to \$74,999	144	6.6%	32,849	13.9%	479,792	14.9%
\$75,000 to \$99,999	117	5.4%	26,469	11.2%	389,646	12.1%
\$100,000 to \$149,999	316	14.5%	44,429	18.8%	563,372	17.5%
\$150,000 to \$199,999	237	10.9%	29,068	12.3%	310,244	9.7%
\$200,000 or more	1,036	47.5%	44,193	18.7%	416,737	13.0%
Median household income	\$177,857		\$99,642		\$79,363	
Mean household income	\$337,696		\$134,685		\$110,140	
<i>Less than \$50,000</i>	332	15.2%	59,319	25.1%	1,053,571	32.8%
<i>\$100,000 or more</i>	1,850	84.8%	177,008	74.9%	1,290,353	40.2%

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table DP03

Table 8, Poverty Status, shows that only 2.9% of Rumson’s estimated population were below the poverty level in 2018, compared to 6.6% in the County and 10.4% in the State. As an age cohort, all the identified groups in Rumson had a lower percentage of persons under poverty level than the County and the State.

The largest cohort was the Under 18, where 5.0% of the estimated population within the age group lived below the poverty level, which was higher than the County (4.9%) but lower than the State (14.8%). A higher percentage of the estimated female population (4.0%) in Rumson than the estimated male population (2.7%) were below the poverty level, a trend reflected at both the County and the State.

Among the estimated population over 16-years-old, 3.6% of those who worked full-time were under the poverty level compared to 5.4% of those who worked less than full-time and 6.7% of those who did not work. These poverty levels were lower than both the County and the State in all identified groups.

Table 8: Poverty Status in the Past 12 Months for Rumson Borough, Monmouth County and New Jersey, 2018

Poverty Status	Rumson Borough			Monmouth County			New Jersey		
	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level
Population for whom poverty status is determined	6,789	196	2.9%	615,667	40,657	6.6%	8,707,826	904,132	10.4%
AGE GROUP									
Under 18	2,243	51	2.3%	130,645	12,584	4.9%	1,949,764	288,675	14.8%
18 to 64	3,767	46	3.5%	205,647	9,253	9.6%	5,420,398	504,791	9.3%
Over 65	779	15	1.9%	107,072	6,311	7.9%	1,337,664	110,666	8.3%
GENDER									
Male	3,338	93	2.8%	299,674	17,572	5.9%	4,233,650	394,539	9.3%
Female	3,451	103	3.0%	315,993	23,085	7.3%	4,474,176	509,593	11.4%
WORK EXPERIENCE									
Population 16 years and over	4,805	174	3.6%	502,998	29,836	5.9%	6,988,507	645,195	9.2%
Worked full-time*	1,960	0	0%	226,508	2,028	0.9%	3,129,887	60,708	1.9%
Worked less than full-time*	1,314	71	5.4%	123,365	8,505	6.9%	1,618,823	177,116	10.9%
Did not work	1,531	103	6.7%	153,125	19,303	12.6%	2,239,797	407,371	18.2%

* Worked year-round for the past 12 months

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table S1701

As shown in Table 9, the labor force in Rumson has decreased since 2011. The economic and market trends of the Great Recession are reflected in slightly higher unemployment rates in the period between 2009 and 2013 and has since been steadily declining since 2014.

Table 9: 10-year Trend in Employment and Labor Force for Rumson Borough, 2009-2018

Year	Labor Force	Employment	Unemployment	Unemployment Rate
2009	3,241	3,076	165	5.1
2010	3,139	2,973	166	5.3
2011	3,199	3,035	164	5.1
2012	3,112	2,901	211	6.8
2013	3,071	2,897	174	5.7
2014	3,041	2,903	138	4.5
2015	3,038	2,917	121	4.0
2016	3,012	2,912	100	3.3
2017	3,009	2,920	89	3.0
2018	2,994	2,920	74	2.5

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2018, NJ Department of Labor and Workforce Development

Table 10 shows that, although the Borough faced a similar trend in unemployment rates as the County and the State, the overall unemployment rate in Rumson was lower than the County and the State throughout the 10-year period studied.

Table 10: Comparison of 10-year Trend in Unemployment Rates for Rumson Borough, Monmouth County and New Jersey, 2009-2018

Year	Rumson Borough	Monmouth County	New Jersey
2009	5.1	8.3	9.1
2010	5.3	8.7	9.5
2011	5.1	8.6	9.3
2012	6.8	8.7	9.3
2013	5.7	7.5	8.2
2014	4.5	6.1	6.8
2015	4.0	5.2	5.8
2016	3.3	4.5	5.0
2017	3.0	4.1	4.6
2018	2.5	3.7	4.1

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2000-2009 and 2010-2018, NJ Department of Labor and Workforce Development

Table 11, Class of Worker, indicates that the majority (85.2%) of Rumson’s employed population over 16 years of age were “private wage and salary workers”, similar to the trend at the County (81.5%) and the State (81.8%). The percentage of “government workers” in the Borough (10.0%) was lower than the County (13.1%) and the State (13.3%). The percentage of “self-employed in own not incorporated business workers” in the Borough (4.6%) was lower than the County (5.2%) but similar to the State (4.7%). There were 4 unpaid workers in the Borough.

Table 11: Class of Worker for Rumson Borough, Monmouth County and New Jersey, 2018

Class of Worker	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	2,801	100.0%	322,545	100.0%	4,390,602	100.0%
Private wage and salary workers	2,386	85.2%	262,962	81.5%	3,592,273	81.8%
Government workers	281	10.0%	42,103	13.1%	585,858	13.3%
Self-employed in own not incorporated business workers	130	4.6%	16,765	5.2%	206,307	4.7%
Unpaid family workers	4	0.1%	715	0.2%	6,164	0.1%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Table 12, Occupations, identifies the occupations of employed population over 16 years of age in Rumson, Monmouth County and New Jersey during 2014-2018. The two most common occupations in the Borough were “management, business, science, and arts occupations” (54.6%) and “sales and office occupations” (26.9%) – similar to the trend in the County and the State but with a higher proportion of residents engaged in these occupations. All other occupations engaged a lower percentage of the employed population compared to the County and the State.

Table 12: Occupations for Rumson Borough, Monmouth County and New Jersey, 2018

Occupation	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	2,801	100.0%	322,545	100.0%	4,390,602	100.0%
Management, business, science, and arts occupations	1,530	54.6%	150,438	46.6%	1,860,424	42.4%
Service occupations	279	10.0%	49,435	15.3%	714,830	16.3%
Sales and office occupations	754	26.9%	75,224	23.3%	999,943	22.8%
Natural resources, construction, and maintenance occupations	104	3.7%	22,805	7.1%	313,388	7.1%
Production, transportation, and material moving occupations	134	4.8%	24,643	7.6%	502,017	11.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Table 13, Industries, shows the distribution of employment by industry for employed Rumson, Monmouth and New Jersey residents over 16 years of age in 2014-2018. The three industries that captured the largest segments of the population in Rumson were “finance and insurance, real estate and renting and leasing” (23.5%), “educational services, and health care and social assistance” (16.5%) and “professional, scientific, and management, and administrative and waste management services” (16.4%).

Table 13: Industries for Rumson Borough, Monmouth County and New Jersey, 2018

Industry	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	2,801	100.0%	322,545	100.0%	4,390,602	100.0%
Agriculture, forestry, fishing and hunting, and mining	0	0.0%	729	0.2%	14,060	0.32%
Construction	204	7.3%	21,188	6.6%	254,856	5.80%
Manufacturing	183	6.5%	16,983	5.3%	359,849	8.20%
Wholesale trade	77	2.7%	10,456	3.2%	149,359	3.40%
Retail trade	190	6.8%	33,294	10.3%	483,359	11.01%
Transportation and warehousing, and utilities	67	2.4%	16,655	5.2%	264,780	6.03%
Information	61	2.2%	9,001	2.8%	122,369	2.79%
Finance and insurance, and real estate and rental and leasing	657	23.5%	34,134	10.6%	371,275	8.46%
Professional, scientific, administrative and waste management services	458	16.4%	47,086	14.6%	585,869	13.34%
Educational services, and health care and social assistance	463	16.5%	79,038	24.5%	1,045,599	23.81%
Arts, entertainment, recreation, accommodation and food services	264	9.4%	27,150	8.4%	360,170	8.20%
Other services, except public administration	90	3.2%	13,113	4.1%	194,399	4.43%
Public administration	87	3.1%	13,718	4.3%	184,658	4.21%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Another metric for understanding employment in the Borough is the number of employees covered by the unemployment insurance compensation program, referred to as “covered employment” (which is mostly full-time, permanent employees and does not include the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers).

The industry sectors of covered employment for Rumson Borough are shown in Table 14, Government and Private Employment and Wages, 2018. The largest number of covered employees in the private sector in Rumson worked in “accommodations/food” (294 average jobs) followed by “professional/technical” (119 average jobs). The “other services” sector had the most employers (48 units) followed by “professional/technical” (28 units). The local government was the largest public employer with 363 average jobs. Overall, the private sector had approximately 2 times more covered employees than the public sector.

The private sector offered the highest average wages in the Borough with the three highest paying industries being “finance/insurance” (\$83,643 annually), “professional/technical” (\$82,555 annually) and “real estate” (\$55,885 annually). The “local government education” had the highest average annual wages in the public sector at \$77,627. Overall, the public sector offered higher wages than the private sector.

Table 14: Government and Private Employment and Wages in Rumson Borough, 2018

Industry	Units	Employment				Average Wages		
	Average	March	June	Sept	Dec	Average	Annual	Weekly
FEDERAL GOVERNMENT TOTALS	1	28	29	29	29	29	\$66,078	\$1,271
STATE GOVERNMENT TOTALS	.	.	.	.	.	.	.	.
LOCAL GOVERNMENT TOTALS	4	399	398	374	417	363	\$73,895	\$1,421
LOCAL GOVT. EDUCATION	3	311	309	298	322	273	\$77,627	\$1,493
Mining	.	.	.	.	.	.	.	.
Utilities	.	.	.	.	.	.	.	.
Construction	.	.	.	.	.	.	.	.
Manufacturing	.	.	.	.	.	.	.	.
Wholesale Trade	.	.	.	.	.	.	.	.
Retail Trade	10	51	56	55	59	55	\$27,457	\$528
Transport/Warehousing	.	.	.	.	.	.	.	.
Information	4	10	10	11	10	10	\$31,013	\$596
Finance/Insurance	11	36	38	35	35	36	\$83,643	\$1,609
Real Estate	19	77	75	74	67	74	\$55,885	\$1,075
Professional/Technical	28	115	120	117	112	119	\$82,555	\$1,588
Management	.	.	.	.	.	.	.	.
Admin/Waste Remediation	10	23	42	43	28	34	\$48,885	\$940
Education	.	.	.	.	.	.	.	.
Health/Social	13	71	72	70	82	73	\$55,503	\$1,067
Arts/Entertainment	6	112	160	115	117	127	\$15,190	\$292
Accommodations/Food	11	297	312	277	292	294	\$27,269	\$524
Other Services	48	101	114	111	102	107	\$34,052	\$655
Unclassified	8	5	5	5	7	6	\$45,402	\$873
PRIVATE SECTOR TOTALS	204	1,263	1,494	1,355	1,348	1,357	\$45,402	\$873

- = Data do not meet publication standards

Data Source: New Jersey Department of Labor and Workforce Development, Quarterly Census of Employment and Wages (QCEW), Annual Municipal Reports 2018

Table 15, Means of Transportation to Work, shows the majority of workers in Rumson drove to work alone (57.0%) at a percentage significantly lower than Monmouth County (81.9%) and New Jersey (71.4%). Rumson had a large proportion of residents who used public transit (29.0%) compared to 8.6% in the County and 11.5% in the State. A higher percentage of Rumson workers (6.8%) worked from home compared to the County (6.1%) and the State (4.4%).

Table 15: Means of Transportation to Work (of workers 16 years old and over) for Rumson Borough, Monmouth County and New Jersey, 2018

Means of Transportation	Rumson Borough	Monmouth County	New Jersey
Workers 16 years and over	2,760	316,719	4,303,118
Car, truck, or van	61.6%	81.9%	79.4%
Drove alone	57.0%	75.2%	71.4%
Carpooled	4.6%	6.7%	8.0%
Public transportation (excluding taxicab)	29.0%	8.6%	11.5%
Walked	2.1%	1.4%	2.9%
Bicycle	0.3%	0.3%	0.3%
Taxicab, motorcycle, or other means	0.3%	1.7%	1.5%
Worked at home	6.8%	6.1%	4.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

Table 16, Travel Time to Work, shows that for 23.9% of workers over 16 years in Rumson, the travel time to work was under 15 minutes; compared to 24.3 % of the workers in the County and 21.2% for workers in the State. For 43.2% of the workers in the Borough, the travel time to work was more than 45 minutes, compared to 30.9% of the workers in the County and 25.7% of workers in the State. The average travel time for workers in Borough (45.2 minutes) was longer than the County (36.2 minutes) and the State (31.7 minutes).

Table 16: Travel Time to Work (of workers 16 years old and over) for Rumson Borough, Monmouth County and New Jersey, 2018

Travel Time to Work	Rumson Borough	Monmouth County	New Jersey
Less than 10 minutes	11.8%	11.5%	9.7%
10 to 14 minutes	12.1%	12.8%	11.5%
15 to 19 minutes	10.2%	11.1%	12.5%
20 to 24 minutes	6.1%	10.1%	13.1%
25 to 29 minutes	6.0%	6.1%	6.2%
30 to 34 minutes	4.6%	10.5%	13.3%
35 to 44 minutes	5.9%	7.0%	7.9%
45 to 59 minutes	5.8%	8.7%	9.9%
60 or more minutes	37.4%	22.2%	15.8%
Mean travel time to work (minutes)	45.2	36.2	31.7

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

Table 17, Vehicles Available, shows that the largest group comprising 46.1% of all workers in Rumson had access to 3 vehicles which is higher than both the County (38.6%) and the State (31.3%), followed by 45.3% of Borough workers who had access to 2 or more vehicles, higher when compared to the County (34.7%) and the State (40.0%). Only 1.2% of workers in Rumson did not have a vehicle available, compared to 2.5% in the County and 6.4% in the State.

Table 17: Vehicles Available (to workers 16 years old and over) for Rumson Borough, Monmouth County and New Jersey, 2018

Vehicles Available	Rumson Borough	Monmouth County	New Jersey
Workers 16 years and over	2,749	315,995	4,284,686
No vehicle available	1.2%	2.5%	6.4%
1 vehicle available	7.5%	14.2%	22.3%
2 vehicles available	45.3%	44.7%	40.0%
3 or more vehicles available	46.1%	38.6%	31.3%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

ANALYSIS OF EXISTING HOUSING STOCK

According to the 5-year American Community Survey, Rumson Borough had approximately 2,431 housing units during 2014-2018, of which 2,182, or 89.7%, were occupied. Of the occupied housing units, 91.0% were owner-occupied and 8.1% were renter-occupied, indicating a higher rate of ownership in the Borough. Rumson Borough had a higher percentage of owner-occupied units (82.5%) than both Monmouth County (67.1%) and New Jersey (57%).

Table 18: Comparison of Unit Occupancy Status for Rumson Borough, Monmouth County and New Jersey, 2018

Unit Occupancy Status	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied housing units	2,182	89.7%	236,327	90.1%	3,213,362	89.1%
Owner-occupied	2,006	82.5%	175,902	67.1%	2,054,413	57.0%
<i>Owner-occupied as percent of total occupied units</i>	91.9%		74.4%		63.9%	
Renter-occupied	176	7.2%	60,425	23.0%	1,158,949	32.1%
<i>Renter-occupied as percent of total occupied units</i>	8.1%		25.5%		36.1%	
Vacant housing units	249	10.2%	25,830	9.9%	392,039	10.9%
For rent	0	0.0%	2,299	8.9%	63,742	1.8%
Rented, not occupied	0	0.0%	988	3.8%	11,040	0.3%
For sale only	10	4.0%	1,386	5.4%	35,674	1.0%
Sold, not occupied	73	29.3%	1,371	5.3%	14,553	0.4%
For seasonal, recreational, or occasional use	103	70.7%	13,323	51.2%	135,527	3.8%
For migrant workers	0	0.0%	0	0.0%	231	0.0%
All other vacant	63	25.3%	6,463	25.0%	131,272	3.6%
Total Housing Units	2,431	100.0%	262,157	100.0%	3,605,401	100.0%
Home-owner vacancy rate	0.5		0.8		1.7	
Rental vacancy rate	0		3.6		5.2	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25004

The housing stock in Rumson Borough consisted predominantly of single-family detached (97.8%, which were mostly owner-occupied) and 2-unit structures (1.6%, which were all renter-occupied). The next most-common housing types were single-family attached structures (0.6% of the occupied units). There were no other types of housing units in the Borough.

Comparison between Rumson Borough, Monmouth County and New Jersey in Table 19 shows that both the County (66.1%) and the State (54.6%) had a lower percentage of single-family detached structures than the Borough (97.8%). However, Rumson did not have any units in structures with 3 or more units where the County had 21.1% of the housing stock with 3 or more units and the State had 26.5% of the housing stock with 3 or more units.

Table 19: Units in Structure by Tenure for Occupied Units for Rumson Borough, 2018

Units in Structure	Total Occupied Units		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	2,134	97.8%	1,992	99.3%	142	80.7%
1, attached	14	0.6%	14	0.7%	0	0.0%
2	34	1.6%	0	0.0%	34	10.3%
3 or 4	0	0.0%	0	0.0%	0	0.0%
5 to 9	0	0.0%	0	0.0%	0	0.0%
10 to 19	0	0.0%	0	0.0%	0	0.0%
20 to 49	0	0.0%	0	0.0%	0	0.0%
50 or more	0	0.0%	0	0.0%	0	0.0%
Mobile home	0	0.0%	0	0.0%	0	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0	0.0%
Total Occupied Units	2,182	100.0%	2,006	91.9%	176	8.1%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25032

Table 20: Comparison of Units in Structure for Occupied Units for Rumson Borough, Monmouth County and New Jersey, 2018

Units in Structure	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	2,134	97.8%	173,161	66.1%	1,754,953	54.6%
1, attached	14	0.6%	23,652	9.0%	289,235	9.0%
2	34	1.6%	10,058	3.8%	290,743	9.0%
3 or 4	0	0.0%	7,461	2.8%	199,314	6.2%
5 to 9	0	0.0%	10,599	4.0%	153,429	4.8%
10 to 19	0	0.0%	10,959	4.2%	158,413	4.9%
20 to 49	0	0.0%	6,061	23.0%	125,200	3.9%
50 or more	0	0.0%	15,721	6.7%	214,207	6.7%
Mobile home	0	0.0%	2,855	1.1%	27,268	0.8%
Boat, RV, van, etc.	0	0.0%	103	0.0%	600	0.0%
Total Occupied Units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25032

Table 21, Year Structure Built by Tenure for Occupied Housing Units, illustrates the age of Borough's housing stock. Rumson has an older housing stock, with 46.4% of the occupied housing units constructed prior to 1960. However, only 9.6% of the total occupied housing stock in Rumson had been constructed since 2010, which is higher than the County (4.6%) and the State (2.5%) as shown in Table 22: Comparison of Construction for All Occupied Housing Units in Rumson Borough, Monmouth County and New Jersey, 2018. Rumson Borough had 46.4% of occupied housing units built 1959 or earlier, which is higher than the County (34.5%) and the State (40.5%).

Table 21: Year Structure Built by Tenure for Occupied Housing Units, Rumson Borough, 2018

Year Built	Total Occupied Units		Owner-Occupied Units		Renter-Occupied Units	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2014 or later	84	1.4%	75	3.7%	9	5.1%
Built 2010 to 2013	126	1.0%	126	6.3%	0	0.0%
Built 2000 to 2009	268	3.8%	268	13.4%	0	0.0%
Built 1990 to 1999	95	27.7%	90	4.5%	5	2.8%
Built 1980 to 1989	106	27.7%	96	4.8%	10	5.9%
Built 1970 to 1979	190	16.6%	167	8.3%	23	13.0%
Built 1960 to 1969	300	10.0%	288	14.4%	12	6.8%
Built 1950 to 1959	343	6.1%	325	16.2%	18	10.2%
Built 1940 to 1949	143	2.1%	130	6.4%	13	7.4%
Built 1939 or earlier	527	3.6%	441	22.0%	86	48.8%
Total Occupied Units	2,182	100.0%	2,006	91.9%	176	8.1%
<i>Built 1959 or earlier</i>	<i>1,013</i>	<i>46.4%</i>	<i>896</i>	<i>44.6%</i>	<i>19</i>	<i>66.5%</i>
<i>Built since 2010</i>	<i>210</i>	<i>9.6%</i>	<i>201</i>	<i>10.0%</i>	<i>25</i>	<i>14.2%</i>

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25036

Table 22: Comparison of Year of Construction for Occupied Housing Units in Rumson Borough, Monmouth County and New Jersey, 2018

Year Built	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2014 or later	84	3.8%	5,454	2.1%	28,644	0.9%
Built 2010 to 2013	126	5.8%	5,495	2.1%	52,093	1.6%
Built 2000 to 2009	268	12.3%	25,387	9.7%	289,142	9.0%
Built 1990 to 1999	95	4.4%	31,948	12.2%	317,184	9.9%
Built 1980 to 1989	106	4.9%	35,270	13.5%	378,213	11.8%
Built 1970 to 1979	190	8.7%	38,623	14.7%	407,851	12.7%
Built 1960 to 1969	300	13.7%	38,388	14.6%	439,286	13.7%
Built 1950 to 1959	343	15.7%	35,068	13.4%	487,071	15.2%
Built 1940 to 1949	143	6.6%	10,561	4.0%	234,800	7.3%
Built 1939 or earlier	527	24.2%	35,963	13.7%	579,078	18.0%
Total Occupied Units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%
<i>Built 1959 or earlier</i>	<i>1,013</i>	<i>46.4%</i>	<i>81,592</i>	<i>34.5%</i>	<i>1,300,949</i>	<i>40.5%</i>
<i>Built since 2010</i>	<i>210</i>	<i>9.6%</i>	<i>10,949</i>	<i>4.6%</i>	<i>80,737</i>	<i>2.5%</i>

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25034

The number of bedrooms in the housing stock help describe the variety of housing types within the Borough. Table 23, Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Rumson Borough, 2018, shows that 5-bedroom (30.5%) and 4-bedroom (42.1%) units were the most common types, followed by 3-bedroom units (16.0%). The 4-bedroom units were the most common owner-occupied unit type and the 2-bedroom units were the most common renter-occupied type.

Table 23: Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Rumson Borough, 2018

Number of Bedrooms	Total Occupied Units		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	0	0.0%	0	0.0%	0	0.0%
1 bedroom	19	1.0%	11	0.5%	8	4.5%
2 bedrooms	228	10.4%	127	6.3%	101	57.4%
3 bedrooms	349	16.0%	332	16.6%	17	9.7%
4 bedrooms	920	42.1%	889	44.3%	31	17.6%
5 or more bedrooms	666	30.5%	647	32.3%	19	10.8%
Total Occupied Units	2,182	100.0%	2,006	100.0%	176	100.0%
<i>2-bedroom or smaller</i>	247	11.3%	138	6.9%	109	61.9%
<i>4-bedroom or larger</i>	1,586	72.3%	1,536	76.6%	50	28.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25042

As shown in Table 24, 3-bedroom units are the most common in Monmouth County and New Jersey, with a higher proportion of occupied units. The biggest difference, however, is in the proportion of smaller and larger housing units. Rumson had 72.3% of the occupied units being 4-bedroom or more, as compared to the County (34.7%) and the State (25.5%). Rumson had a lower percentage of occupied units with 2-bedrooms or less (11.3%) compared to the County (36.1%) and the State (41.6%).

Table 24: Comparison of Occupied Housing Units by Number of Bedrooms in Rumson Borough, Monmouth County and New Jersey, 2018

Number of Bedrooms	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	0	0.0%	4,532	1.1%	76,253	2.4%
1 bedroom	19	1.0%	27,621	9.6%	444,677	13.8%
2 bedrooms	228	10.4%	53,181	24.8%	814,628	25.4%
3 bedrooms	349	16.0%	69,082	28.6%	1,059,503	33.0%
4 bedrooms	920	42.1%	62,207	28.2%	639,960	19.9%
5 or more bedrooms	666	30.5%	19,704	7.6%	178,341	5.5%
Total Occupied Units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%
<i>2-bedroom or less</i>	247	11.3%	85,334	36.1%	1,335,558	41.6%
<i>4-bedroom or more</i>	1,586	72.3%	81,911	34.7%	818,301	25.5%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25042

The presence of housing units with deficient plumbing and kitchens is an indicator of housing quality and need for potential rehabilitation. Similarly, overcrowded conditions may indicate a need for more affordable and/or larger housing units.

The majority of occupied units used utility gas (92.5%), higher than the County (82.7%) and the State (75.0%). There were no housing units in Borough that used coke or coal, wood, solar energy or other fuel as the house heating fuel.

Rumson did not have any of all occupied units deemed overcrowded because they were occupied by more than one person per room, compared to 1.4% in the County and 3.1% in the State. Rumson also none of the occupied units lacking at least one facility, a complete kitchen, complete plumbing and telephone service, compared to the County (1.7%) and the State (2.7%).

Table 25: Comparison of Housing Quality Indicators for Occupied Housing Units in Rumson Borough, Monmouth County and New Jersey, 2018

House Heating Fuel	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Utility gas	2,019	92.5%	195,351	82.7%	2,411,472	75.0%
Bottled, tank, or LP gas	8	0.4%	2,569	1.1%	63,138	2.0%
Electricity	92	4.2%	27,575	11.7%	408,397	12.7%
Fuel oil, kerosene, etc.	63	2.9%	8,902	3.8%	284,056	8.8%
Coal or coke	0	0.0%	68	0.0%	1,322	0.0%
Wood	0	0.0%	573	0.2%	13,422	0.4%
Solar energy	0	0.0%	144	0.1%	3,100	0.1%
Other fuel	0	0.0%	454	0.2%	13,453	0.4%
No fuel used	0	0.4%	691	0.3%	15,002	0.5%
Total Occupied Units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%
Occupants per Room	Estimate	Percent	Estimate	Percent	Estimate	Percent
1.00 or less	2,182	100.0%	233,116	98.6%	3,112,367	96.9%
1.01 to 1.50	0	0.0%	2,408	1.0%	67,606	2.1%
.51 or more	0	0.0%	803	0.3%	33,389	1.0%
Overcrowded Occupied Units	0	0.0%	3,211	1.4%	100,995	3.1%
Facilities	Estimate	Percent	Estimate	Percent	Estimate	Percent
Lacking complete plumbing facilities	0	0.0%	483	0.2%	8,925	0.3%
Lacking complete kitchen facilities	0	0.0%	2,202	0.9%	24,392	0.8%
No telephone service available	0	0.0%	1,530	0.6%	55,006	1.7%
Occupied Units Lacking at least One Facility	0	0.0%	4,215	1.7%	88,323	2.7%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

ANALYSIS OF HOUSING AFFORDABILITY

Housing affordability is dependent on several factors including the availability of adequate and appropriate housing units in addition to cost, convenience and stability of the neighborhood. Some of the data from the 2014-2018 5-year ACS may be used to interpret these factors. For example, the adequacy and appropriateness may be estimated by comparing household and family size with available housing types, unit sizes, and the potential for overcrowding, as well as the comparing the types/sizes of units that are occupied vs. vacant indicating the demand for each type/size of unit.

In Rumson, 87.8% of all available housing units were occupied with 10.2% vacant. As shown in Table 26, the most common type of occupied housing was in 1-unit, detached structures (90.6% occupied), 2-unit structures (64.2% occupied) and 1-unit attached structures (58.3% occupied). The most common types of vacant housing were those in 1-unit attached structures and single-family detached units.

Table 26: Units in Structure by Tenure for All Housing Units for Rumson Borough, 2018

Units in Structure	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
1, detached	2,354	96.8%	220	9.3%	9.0%	2,134	90.6%	87.8%
1, attached	24	1.0%	10	41.7%	0.4%	14	58.3%	0.6%
2	53	2.2%	19	35.8%	0.8%	34	64.2%	1.4%
3 or 4	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
5 to 9	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
10 to 19	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
20 or more	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Mobile home	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Total Housing Units	2,431	100.0%	249		10.2%	2,182		89.8%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25032

As shown in Table 27 below, the most common size of vacant units in Rumson were one-bedroom units (50%) and 2-bedroom units (22.2%), both with vacancy above the average of 10.2% total vacancy. In the context of the total housing units available, 38.6% of units are 4-bedroom and 32.3% are 5-bedroom units. The most common occupied units were those with 3-bedroom units (98.9% occupied) and 4-bedroom units (98.0% occupied).

Table 27: Number of Bedrooms per Unit for All Housing Units for Rumson Borough, 2018

Number of Bedrooms	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
No bedroom	0	0.0%	0	0.0%	0.0%	0	0.0%	2.4%
1 bedroom	38	1.6%	19	50.0%	0.8%	19	50.0%	13.8%
2 bedrooms	293	12.1%	65	22.2%	2.7%	228	77.8%	25.4%
3 bedrooms	375	15.4%	26	6.9%	1.1%	349	98.9%	33.0%
4 bedrooms	939	38.6%	19	2.0%	0.8%	920	98.0%	19.9%
5 or more bedrooms	786	32.3%	120	15.2%	4.9%	666	84.8%	5.5%
Total Housing Units	2,431	100.0%	249		10.2%	2,182		100.0%
<i>2-bedroom or smaller</i>	331	22.5%	84	25.4%	0.9%	247	74.6%	41.6%
<i>4-bedroom or larger</i>	1,725	71.0%	139	8.1%	5.7%	1,586	91.9%	25.5%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25042

As shown in Table 28, none of the units built between 1989 and 1999 were vacant, compared to only 12.4% of units built 1959 or earlier. The majority of vacant units are in units built in 1939 and earlier. The majority of occupied units are in units built in 1939 and earlier as well. There was 100% occupancy in units built in the years between 1989 and 1999. This could be due to the type of housing produced during those decades, their physical condition or the location, and/or the applicable tenure (owned or rental).

Table 28: Year Structure Built for All Housing Units, Rumson Borough, 2018

Year Built	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
Built 2014 or later	110	4.5%	26	23.6%	10.4%	84	76.4%	3.8%
Built 2010 to 2013	146	6.0%	20	13.7%	8.0%	126	86.3%	5.8%
Built 2000 to 2009	298	12.3%	30	10.1%	12.0%	268	89.9%	12.3%
Built 1990 to 1999	95	3.9%	0	0.0%	0.0%	95	100.0%	4.4%
Built 1980 to 1989	106	4.4%	0	0.0%	0.0%	106	100.0%	4.9%
Built 1970 to 1979	200	8.2%	10	5.0%	4.0%	190	95.0%	8.7%
Built 1960 to 1969	319	13.1%	19	6.0%	7.6%	300	94.0%	13.7%
Built 1950 to 1959	399	16.4%	56	14.0%	22.5%	343	86.0%	15.7%
Built 1940 to 1949	162	6.7%	19	11.7%	7.6%	143	88.3%	6.6%
Built 1939 or earlier	596	24.5%	69	11.5%	27.7%	527	88.5%	24.2%
Total Housing Units	2,431	100.0%	249		10.2%	2,182		100.0%
<i>Built 1959 or earlier</i>	1,157	47.6%	144	57.8%	12.4%	1,013	87.5%	46.4%
<i>Built since 2010</i>	256	10.5%	46	18.4%	18.0%	210	82.0%	9.6%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04 and B25036

Longevity of tenure reflected in higher number of households that have moved in older time frames may indicate the presence of long-term residents in stable residential neighborhoods and/or the lack of socio-economic mobility. The largest group of households in Rumson last moved in 2000 to 2014 (49.7%)

followed by those in 1990 to 1999 (21.2%). A majority, more than 65%, of the households in Rumson moved prior to 2010 indicating longer-term residents and possibly stable residential areas, with 16.8% of the households having lived in their present units since 1990 and before.

Table 29: Comparison of Year Householder Moved into the Occupied Housing Unit for Rumson Borough, Monmouth County and New Jersey, 2018

Year Householder Moved into the Unit	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Moved in 2017 or later	100	4.6%	32,273	13.7%	117,923	3.7%
Moved in 2015 to 2016	169	7.7%	34,058	14.4%	320,767	10.0%
Moved in 2010 to 2014	482	22.1%	41,860	17.7%	834,074	26.0%
Moved in 2000 to 2009	602	27.6%	56,001	23.7%	926,895	28.8%
Moved in 1990 to 1999	462	21.2%	38,007	16.1%	491,426	15.3%
Moved in 1989 and earlier	367	16.8%	34,128	14.4%	522,277	16.3%
Occupied housing units	2,182	100.0%	236,327	100.0%	3,213,362	100.0%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

Table 30, Value for All Owner-Occupied Housing Units shows that the median value of owner-occupied housing for the period 2014-2018 in Rumson Borough was much higher than the County and the State. 96.8% of all owner-occupied housing was valued at more than \$300,000 as compared to 77.3% in the County and 55.8% in the State. 87.6% of Borough's housing units were valued at or more than \$500,000, compared to 37.9% of units in Monmouth County and 22.4% of units in the State.

Table 30: Comparison of Value for All Owner-Occupied Housing Units for Rumson Borough, Monmouth County and New Jersey, 2018

Value Range of Units	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Less than \$50,000	19	0.9%	3,231	1.8%	54,687	2.7%
\$50,000-\$99,999	15	0.8%	1,608	0.9%	61,200	3.0%
\$100,000-\$149,999	11	0.5%	2,739	2.0%	118,727	5.8%
\$150,000-\$199,999	6	0.3%	5,328	3.0%	202,556	9.9%
\$200,000 to \$299,999	12	0.6%	26,942	15.3%	471,085	22.9%
\$300,000 to \$499,999	186	9.3%	69,446	39.5%	684,977	33.3%
\$500,000 +	1,757	87.6%	66,608	37.9%	461,181	22.4%
Total	2,006	100.0%	175,902	100.0%	2,054,413	100.0%
Median value	\$1,123,900		\$436,200		\$327,900	
Value more than \$300,00	1,943	96.8%	136,054	77.3%	1,146,158	55.8%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables B25075 and B25077

The average sales price of housing units in 2018 for Rumson Borough and the County was higher than the median value of owner-occupied units. The average sales price in Borough in 2018 was \$1,470,482 (within the most common \$500,000+ value range of 87.6% of all owner-occupied), and was based on the sale of

57 units. In the most recent past, the highest average prices were recorded in 2017-2018 period and lowest average prices in 1994-1998.

Table 31: Comparison of Average Residential Sales Price for Rumson Borough and Monmouth County, 1994-2019

Year	Rumson Borough	Monmouth County
	Average Sale Price	Average Sale Price
1994	\$417,287	\$182,224
1995	\$482,786	\$177,264
1996	\$379,885	\$180,844
1997	\$450,618	\$187,184
1998	\$477,156	\$193,784
1999	\$522,784	\$204,505
2000	\$643,421	\$220,637
2001	\$670,950	\$247,142
2002	\$850,319	\$278,667
2003	\$839,638	\$323,873
2004	\$1,096,614	\$370,313
2005	\$1,345,990	\$418,689
2006	\$1,257,116	\$470,652
2007	\$1,464,260	\$490,237
2008	\$1,354,456	\$481,823
2009	\$1,125,438	\$478,138
2010	\$1,303,569	\$456,508
2011	\$1,478,843	\$480,544
2012	\$1,251,369	\$476,317
2013	\$1,141,629	\$450,346
2014	\$1,008,330	\$460,278
2015	\$1,246,850	\$478,821
2016	\$1,351,074	\$483,506
2017	\$1,497,197	\$495,743
2018	\$1,470,482	\$533,873
2019	\$1,307,237	\$599,853

Data Source: NJ Division of Taxation

Housing is generally considered to be affordable if the amount of rent, mortgage, and other essential costs consume 28% or less of the income of a homeowner, or 30% or less of the income of a renter. Low-income households are defined as those with incomes no greater than 50% of the median household income, adjusted for household size, of the housing region in which the municipality is located, and moderate-income households are those with incomes no greater than 80% and no less than 50% of the median household income, adjusted for household size, of the housing region. For Rumson Borough, the housing region is defined by COAH as Region 4 and is comprised of Mercer, Ocean and Monmouth Counties.

Table 32, Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months, shows the extent that all Rumson households (both owner- and renter-occupied) spend more than 30% of their income on housing. Of the Borough's 2,182 occupied housing units, 31.6% or 690 units are either owned or rented by occupants that spend more than 30% of their household income on housing costs. 30.7% of homeowners and 42.0% of renters spend more than 30% of their household income on housing. About half of all households (49.1% of all homeowners and 42.0% of all renters) spent less than 20% of their income on housing.

Table 32: Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months for Rumson Borough, 2018

Household Income Range	Number of Households	Percentage of Household Income		
		<20%	20-29%	30%+
Owner-Occupied Units	2,006	985	396	616
% of Total Occupied Units	91.9%	45.1%	18.1%	28.2%
% of Owner-Occupied Units	100.0%	49.1%	19.7%	30.7%
Less than \$20,000:	67	0	0	67
\$20,000 to \$34,999:	108	11	0	97
\$35,000 to \$49,999:	98	0	0	98
\$50,000 to \$74,999:	135	13	49	73
\$75,000 or more:	1,589	961	347	281
Zero or negative income	9			
Renter-occupied units	176	74	19	74
% of Total Occupied Units	8.0%	3.4%	0.9%	3.4%
% of Renter-Occupied Units	100.0%	42.0%	10.8%	42.0%
Less than \$20,000:	22	0	0	22
\$20,000 to \$34,999:	26	0	0	26
\$35,000 to \$49,999:	0	0	0	0
\$50,000 to \$74,999:	0	0	0	0
\$75,000 or more:	119	74	19	26
Zero or negative income	0			
No cash rent	9			
Total Occupied Units	2,182	1,059	415	690
% of Total Occupied Units	100.0%	48.5%	19.0%	31.6%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25106

Rumson Borough had a lower percentage of owner-occupied housing with a mortgage (62.5%) than both the County (68%) and the State (67.5%), and a higher percentage of households without a mortgage (37.5%) than the County (31.3%) and the State (32.5%).

For households in units with a mortgage, a lower percentage of homeowners in Rumson spent 30% or more on owner costs (30.5%) compared to the County (31.9%) or the State (36.8%). A higher percentage of households in units without a mortgage (30.9%) also had costs more than 30% of household income compared to the County (24.4%) and the State (25.8%).

Table 33: Comparison of Selected Monthly Owner Costs as a Percentage of Household Income for Rumson Borough, Monmouth County and New Jersey, 2018

Percent Monthly Owner Costs	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total owned housing units	2,006	100.0%	175,902	100.0%	2,042,150	100.0%
Housing units with a mortgage	1,253	62.5%	119,621	68.0%	1,378,230	67.5%
Housing unit without a mortgage	753	37.5%	55,012	31.3%	663,920	32.5%
Housing units with a mortgage **	1,253	100.0%	119,621	100.0%	1,378,230	100.0%
Less than 20.0 percent	578	46.1%	45,946	38.4%	471,840	34.2%
20.0 to 24.9 percent	160	12.8%	20,304	17.0%	228,188	16.6%
25.0 to 29.9 percent	132	10.5%	15,074	12.6%	170,651	12.4%
30.0 to 34.9 percent	102	8.1%	9,428	7.8%	119,695	8.7%
35.0 percent or more	281	22.4%	28,869	24.1%	387,856	28.1%
Not computed	0		550		5,762	
Housing unit without a mortgage **	753	100.0%	55,012	100.0%	663,920	100.0%
Less than 10.0 percent	252	33.5%	15,255	27.7%	167,667	25.3%
10.0 to 14.9 percent	99	13.1%	10,968	19.9%	131,151	19.8%
15.0 to 19.9 percent	56	9.3%	7,250	13.2%	89,209	13.4%
20.0 to 24.9 percent	70	9.3%	4,218	7.7%	61,267	9.2%
25.0 to 29.9 percent	34	4.5%	3,868	7.0%	43,702	6.6%
30.0 to 34.9 percent	18	2.4%	2,330	4.2%	32,322	4.9%
35.0 percent or more	215	28.5%	11,123	20.2%	138,602	20.9%
Not computed	9		719		6,501	

**Excluding units where SMOCAPI cannot be computed

Data Source: U.S. Census Bureau, 2014*2018 5-Year American Community Survey Table DP04

For the period 2014-2018, the median gross rent in Rumson was \$2,107, compared to the Monmouth County median gross rent of \$1,402 and the State median of \$1,295.

Gross rent is defined by the American Community Survey as the contract rent plus the estimated average monthly cost of utilities (electricity, gas, and water and sewer) and fuels (oil, coal, kerosene, wood, etc.) if these are paid for by the renter (or paid for the renter by someone else). Rumson did not have any of the renter-occupied housing stock with monthly rents under \$500, and 5 units, or 3%, with rents between \$500 and \$999. There were 48 units (28.7%) with rents \$3,000 or more in Rumson, compared to 3.1% renter units in the County and 2.6% in the State.

The largest group of renter-occupied units in Rumson (36.5%) paid between \$1,500 and \$1,999 per month in gross rent, reflected in the percent renter-occupied units paying rents in the same gross rent category both in the County (23.6%) and the State (20.7%).

Table 34: Comparison of Gross Rent for Renter-Occupied Housing Units for Rumson Borough, Monmouth County and New Jersey, 2018

Gross Rent	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent	167	100.0%	57,977	100.0%	1,121,152	100.0%
Less than \$500	0	0.0%	3,398	5.9%	88,733	7.9%
\$500 to \$999	5	3.0%	6,976	12.0%	200,807	17.9%
\$1,000 to \$1,499	13	7.8%	23,327	40.2%	445,226	39.7%
\$1,500 to \$1,999	61	36.5%	13,665	23.6%	231,700	20.7%
\$2,000 to \$2,499	21	12.6%	6,474	11.2%	88,979	7.9%
\$2,500 to \$2,999	19	11.4%	2,359	4.1%	36,268	3.2%
\$3,000 or more	48	28.7%	1,778	3.1%	29,439	2.6%
No rent paid	9		2,448		37,797	
Median Gross Rent	\$2,107		\$1,402		\$1,295	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

As shown in Table 35, 42.0% of households in Rumson were paying rent more than 30% of the household income towards monthly rent, with none of the renter households paying between 30 and 35% and 45.5% of renter households paying 20% or less of their household income in rent.

As shown in Table 36, this is in comparison to 56.2% renter households in Monmouth County and 52.3% of renter households in New Jersey that were spending 30% or more of their household income on housing.

Table 35: Household Income by Gross Rent as a Percentage of Household Income in the Past 12 Months for Rumson Borough, 2018

Household Income Range	Total Households	Percentage of Household Income						
		0 – 19.99%	20 – 24.9%	25 – 29.9%	30 – 34.9%	35% +	Not computed	30% +
< \$10,000	0	6	0	0	0	0	0	0
\$10,000 – 19,999	22	0	0	0	0	22	0	22
\$20,000 – 34,999	26	0	0	0	0	26	0	26
\$35,000 -- 49,999	0	0	0	0	0	0	0	0
\$50,000-- 74,999	9	0	0	0	0	0	9	0
\$75,000 -- 99,999	37	0	5	14	0	18	0	18
\$100,000 or more	82	74	0	0	0	8	0	8
Total	176	80	0	14	0	74	9	74
Percent Total	100.0%	45.5%	2.8%	8.0%	0.0%	42.0%	5.1%	42.0%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25074

Table 36: Comparison of Gross Rent as a Percentage of Household Income for Rumson Borough, Monmouth County and New Jersey, 2018

Percent Gross Rent	Rumson Borough		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent *	167	100.0%	57,207	100.0%	1,097,204	100.0%
Less than 15.0 percent	61	36.5%	7,960	13.9%	130,483	11.9%
15.0 to 19.9 percent	13	7.8%	5,261	9.2%	132,227	12.1%
20.0 to 24.9 percent	5	3.0%	6,738	11.8%	135,268	12.3%
25.0 to 29.9 percent	15	8.4%	5,083	8.9%	125,564	11.4%
30.0 to 34.9 percent	0	0.0%	4,775	8.3%	100,323	9.1%
35.0 percent or more	74	44.3%	27,390	47.9%	473,339	43.1%
Not computed	9		3,218		61,745	

* Excluding units where GRPI cannot be computed

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

ANALYSIS OF CONSTRUCTION ACTIVITY AND TRENDS

New housing units permitted in 1- and 2-family structures have remained relatively stable accounting for all or nearly all the permits issued except in 2004 and 2013, where 2 permits were issued each year for mixed use units. Compared to Borough, the County has a higher number of permits issued for new units in multifamily structures. The 15-year average shows that Rumson permitted about 33 units in 1- and 2-family structures.

Comparison between the Borough and the County shows that in the cumulative 15-year study period, new 1- and 2-family units accounted for 99.1% of permits in Rumson and 73.9% in Monmouth County, new mixed use units accounted for 0.9% of the permits in the Borough and 0.8% in the County.

Table 37: Comparison of Housing Units Authorized by Building Permits for New Construction for Rumson Borough and Monmouth County, 2004-2018 and 15-year and 10-year total and averages

Year	Rumson Borough							Monmouth County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2004	40	38	95.0%	0	0.0%	2	5.0%	2,428	1,987	81.84%	434	17.87%	7	0.29%
2005	34	34	100.0%	0	0.0%	0	0.0%	2,536	1,844	72.71%	678	26.74%	14	0.55%
2006	41	41	100.0%	0	0.0%	0	0.0%	1,980	1,316	66.46%	662	33.43%	2	0.10%
2007	36	36	100.0%	0	0.0%	0	0.0%	1,918	1,006	52.45%	891	46.45%	21	1.09%
2008	27	27	100.0%	0	0.0%	0	0.0%	1,159	769	66.35%	361	31.15%	29	2.50%
2009	17	17	100.0%	0	0.0%	0	0.0%	880	648	73.64%	228	25.91%	4	0.45%
2010	23	23	100.0%	0	0.0%	0	0.0%	791	603	76.23%	188	23.77%	0	0.00%
2011	27	27	100.0%	0	0.0%	0	0.0%	791	628	79.39%	163	20.61%	0	0.00%
2012	30	30	100.0%	0	0.0%	0	0.0%	964	654	67.84%	302	31.33%	8	0.83%
2013	46	44	95.0%	0	0.0%	2	5.0%	1,405	1,178	83.84%	217	15.44%	10	0.71%
2014	38	38	100.0%	0	0.0%	0	0.0%	1,335	980	73.41%	334	25.02%	21	1.57%
2015	37	37	100.0%	0	0.0%	0	0.0%	1,146	807	70.42%	334	29.14%	5	0.44%
2016	41	41	100.0%	0	0.0%	0	0.0%	1,901	833	43.82%	1,057	55.60%	11	0.58%
2017	25	25	100.0%	0	0.0%	0	0.0%	1,702	898	52.76%	781	45.89%	23	1.35%
2018	32	32	100.0%	0	0.0%	0	0.0%	1,783	842	47.22%	933	52.33%	8	0.45%
15-YR TOTAL	494	490	99.1%	0	0.0%	4	0.9%	20,291	14,993	73.89%	7,563	37.27%	163	0.8%
15-YR AVG.	33	33	100.0%	0	0.0%	0	0.0%	1,352	999	73.89%	504	37.27%	11	0.8%
10-YR TOTAL	316	314	99.3%	0	0.0%	4	0.7%	12,698	8,071	63.56%	4,537	35.73%	90	0.71%
10-YR AVG.	31	31	100.0%	0	0.0%	0	0.0%	1,269	807	63.56%	453	35.73%	9	0.71%

Data Source: New Jersey Department of Community Affairs

Rumson Borough issued 15 certificates of occupancy (COs) in 2018, all for units in 1- and 2-family structures. In 2004 to 2013 and since 2015, Rumson has issued all its COs to units in 1- and 2-family structures. 2014 was the only year in the 15-year study period that a CO was issued for a mixed-use units. In comparison, the County issued about 70% of its COs for units in 1- and 2-family structures and about

28% of the COs for units in multifamily structures in the 15-year study period. Housing units in mixed use structures were issued a small percentage of the total COs in the Borough and the County. The 15-year average shows that Rumson issued COs for about 29 housing units each year.

Table 38: Comparison of Housing Units Certified for Occupancy for Rumson Borough and Monmouth County, 2004-2018 and 15-year and 10-year total and averages

Year	Rumson Borough							Monmouth County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2004	35	35	100.0%	0	0.0%	0	0.0%	2,207	1,600	72.50%	595	26.96%	12	0.54%
2005	32	32	100.0%	0	0.0%	0	0.0%	2,029	1,536	75.70%	484	23.85%	9	0.44%
2006	31	31	100.0%	0	0.0%	0	0.0%	1,898	1,534	80.82%	355	18.70%	9	0.47%
2007	33	33	100.0%	0	0.0%	0	0.0%	1,555	1,098	70.61%	451	29.00%	6	0.39%
2008	41	41	100.0%	0	0.0%	0	0.0%	1,838	976	53.10%	851	46.30%	11	0.60%
2009	16	16	100.0%	0	0.0%	0	0.0%	1,096	743	67.79%	349	31.84%	4	0.36%
2010	30	30	100.0%	0	0.0%	0	0.0%	994	634	63.78%	357	35.92%	3	0.30%
2011	9	9	100.0%	0	0.0%	0	0.0%	622	517	83.12%	105	16.88%	0	0.00%
2012	25	25	100.0%	0	0.0%	0	0.0%	767	570	74.32%	195	25.42%	2	0.26%
2013	27	27	100.0%	0	0.0%	0	0.0%	1,142	763	66.81%	373	32.66%	6	0.53%
2014	37	35	94.6%	0	5.4%	2	0.0%	985	873	88.63%	108	10.96%	4	0.41%
2015	30	30	100.0%	0	0.0%	0	0.0%	1,003	761	75.87%	225	22.43%	17	1.69%
2016	38	38	100.0%	0	0.0%	0	0.0%	928	698	75.22%	224	24.14%	6	0.65%
2017	30	30	100.0%	0	0.0%	0	0.0%	1,013	692	68.31%	313	30.90%	8	0.79%
2018	15	15	100.0%	0	0.0%	0	0.0%	1,208	778	64.40%	421	34.85%	9	0.75%
15-YR TOTAL	429	427	99.53%	0	0.0%	2	0.4%	19,285	13,733	71.42%	5,406	28.03%	106	0.55%
15-YR AVG.	29	29	99.53%	0	0.0%	0	0.0%	1,285	915	71.42%	221	28.03%	1	0.55%
10-YR TOTAL	257	255	99.22%	0	0.0%	2	0.7%	9,758	7,029	72.03%	2,670	27.37%	59	0.60%
10-YR AVG.	25	25	99.22%	0	0.0%	0	0.0%	975	702	72.03%	200	27.37%	1	0.60%

Data Source: New Jersey Department of Community Affairs

The majority of the housing units demolished in Rumson have been in 1- and 2-family structures. This trend is reflected in the higher percentage of demolitions in 1- and 2-family structures in Monmouth County. However, approximately 10% of the housing units demolished during the 15-year study period were mixed-use units. The County also has a much higher demolition rate in multifamily structures, which are absent in Rumson. There were two years (2016 and 2017) in the 15-year study period when there were no demolition permits issued in Rumson. The 15-year average shows that Rumson demolished a total of about 23 units in 1- and 2-family each year.

Table 39: Comparison of Housing Units Demolished in Rumson Borough and Monmouth County, 2004-2018 and 15-year and 10-year total and averages

Year	Rumson Borough							Monmouth County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2004	24	23	95.83%	0	0.0%	1	4.17%	422	359	85.07%	2	0.47%	61	14.45%
2005	39	20	51.28%	0	0.0%	19	48.72%	445	400	89.89%	9	2.02%	36	8.09%
2006	31	30	96.77%	0	0.0%	1	3.23%	450	425	94.44%	13	2.89%	12	2.67%
2007	31	17	54.84%	0	0.0%	14	45.16%	398	334	83.92%	29	7.29%	35	8.79%
2008	22	22	100.00%	0	0.0%	0	0.00%	396	311	78.54%	69	17.42%	16	4.04%
2009	12	11	91.67%	0	0.0%	1	8.33%	292	240	82.19%	37	12.67%	15	5.14%
2010	23	23	100.00%	0	0.0%	0	0.00%	343	273	79.59%	66	19.24%	4	1.17%
2011	26	24	92.31%	0	0.0%	2	7.69%	335	295	88.06%	33	9.85%	7	2.09%
2012	29	29	100.00%	0	0.0%	0	0.00%	443	279	62.98%	144	32.51%	20	4.51%
2013	60	60	100.00%	0	0.0%	0	0.00%	940	898	95.53%	20	2.13%	22	2.34%
2014	34	33	97.06%	0	0.0%	1	2.94%	528	492	93.18%	14	2.65%	22	4.17%
2015	29	29	100.00%	0	0.0%	0	4.17%	450	399	88.67%	49	10.89%	2	0.44%
2016	0	0	0.00%	0	0.0%	0	0.0%	582	371	63.75%	205	35.22%	6	1.03%
2017	0	0	0.00%	0	0.0%	0	0.0%	564	410	72.70%	150	26.60%	4	0.71%
2018	23	23	100.00%	0	0.0%	0	0.0%	356	339	95.22%	16	4.49%	1	0.28%
15-YR TOTAL	383	344	89.82%	0	0.0%	39	10.18%	6,944	5,825	83.89%	856	12.33%	263	3.8%
15-YR AVG.	25	23	89.82%	0	0.0%	3	12.0%	463	388	83.89%	57	12.33%	18	3.8%
10-YR TOTAL	236	232	98.31%	0	0.0%	0.4	0.0%	4,833	3,966	82.68%	734	15.19%	103	2.13%
10-YR AVG.	23	23	100.00%	0	0.0%	0	0.0%	483	396	82.68%	73	15.19%	10	2.13%

Data Source: New Jersey Department of Community Affairs

Rumson Borough issued permits for just over 90 thousand square feet of total nonresidential space annually as shown by the 15-year average, of which about 20% was office space and 80% was other. There was no retail development within the Borough in the past 15 years. In comparison, Monmouth County had a 15-year average of 39 million square feet per year, of which about 74% was other non-residential, 18% was office space and 9% was retail space.

As defined by the NJ Department of Community Affairs, “other” non-residential development includes A-1, A-2, A-3, A-4, A-5, multifamily / dormitories, hotel / motel, education, industrial, hazardous, institutional, storage, and signs, fences, utility & misc. For the purpose of this analysis, “signs, fences, utility & misc.” were not used since they do not represent the total development within the Borough.

Table 40: Comparison of Non-Residential Construction Permitted (in square feet) in Rumson Borough and Monmouth County, 2000-2018 and 15-year and 10-year total and averages

YEAR	Rumson Borough						
	Total NonRes**	Office		Retail		Other*	
	Number SFT	Number SFT	Percent	Number SFT	Percent	Number SFT	Percent
2004	17,109	1,373	8.03%	0	0.0%	15,736	91.97%
2005	3,633	2,365	65.10%	0	0.0%	1,268	34.90%
2006	14,800	0	0.00%	0	0.0%	14,800	100.00%
2007	0	0	0.00%	0	0.0%	0	0.00%
2008	0	0	0.00%	0	0.0%	0	0.00%
2009	5,681	5,681	100.00%	0	0.0%	0	0.00%
2010	597	0	0.00%	0	0.0%	597	100.00%
2011	0	0	0.00%	0	0.0%	0	0.00%
2012	0	0	0.00%	0	0.0%	0	0.00%
2013	27,025	302	1.12%	0	0.0%	26,723	98.88%
2014	6,530	0	0.00%	0	0.0%	6,530	100.00%
2015	0	0	0.00%	0	0.0%	0	0.00%
2016	0	0	0.00%	0	0.0%	0	0.00%
2017	4,264	4,264	100.00%	0	0.0%	0	0.00%
2018	13,728	5,664	41.26%	0	0.0%	8,064	58.74%
15-YEAR TOTAL	93,367	19,649	21.0%	0	0.0%	73,718	78.9%
15-YEAR AVG.	6,242	1,309	21.0%	0	0.0%	4,914	78.9%
10-YEAR TOTAL	57,825	15,911	27.5%	0	0.0%	41,914	72.4%
10-YEAR AVG.	5,682	1,591	28.0%	0	0.0%	4,191	73.7%

YEAR	Monmouth County						
	Total NonRes**	Office		Retail		Other*	
	Number SFT	Number SFT	Percent	Number SFT	Percent	Number SFT	Percent
2004	4,277,263	776,676	18.16%	380,576	8.90%	3,120,011	72.94%
2005	3,403,834	672,563	19.76%	531,289	15.61%	2,199,982	64.63%
2006	4,701,669	937,008	19.93%	197,248	4.20%	3,567,413	75.88%
2007	3,701,768	968,794	26.17%	400,940	10.83%	2,332,034	63.00%
2008	1,985,290	318,481	16.04%	414,612	20.88%	1,252,197	63.07%
2009	1,732,148	293,900	16.97%	61,926	3.58%	1,376,322	79.46%
2010	1,519,039	343,680	22.62%	282,233	18.58%	893,126	58.80%
2011	1,140,091	320,603	28.12%	104,300	9.15%	715,188	62.73%
2012	1,618,401	249,063	15.39%	233,940	14.46%	1,135,398	70.16%
2013	1,996,992	340,222	17.04%	177,855	8.91%	1,478,915	74.06%
2014	1,608,864	282,481	17.56%	312,136	19.40%	1,014,247	63.04%
2015	1,742,567	384,157	22.05%	160,413	9.21%	1,197,997	68.75%
2016	3,519,714	547,984	15.57%	145,787	4.14%	2,825,943	80.29%
2017	3,526,123	412,057	11.69%	110,882	3.14%	3,003,184	85.17%
2018	3,384,516	414,509	12.25%	265,417	7.84%	2,704,590	79.91%
15-YEAR TOTAL	39,858,279	7,262,178	18.2%	3,779,554	9.5%	28,816,547	74.9%
15-YEAR AVG.	2,657,218	294,405	11.0%	251,970	9.5%	1,921,103	72.3%
10-YEAR TOTAL	21,788,455	3,588,656	16.5%	185,488	8.5%	16,344,910	76.3%
10-YEAR AVG.	2,178,845	266,398	12.2%	89,640	4.1%	1,634,491	75.0%

* "Other" does not include non-residential building permits issued for "signs, fences, utility and misc."

** Total includes a limited number of uses and square feet permitted as indicated in the "Other" category

Data Source: New Jersey Department of Community Affairs

FORECASTS AND PROJECTIONS

Rumson Borough and Monmouth County are served by the North Jersey Transportation Planning Authority (NJTPA), one of New Jersey’s three metropolitan planning organizations. The NJTPA oversees more than \$2 billion in transportation improvement projects within its region and provides a forum for interagency cooperation and public input. It also sponsors and conducts studies, assists County planning agencies and monitors compliance with national air quality goals.

The NJTPA regularly publishes population and employment projections for its constituent municipalities and counties. Table 41, Long-Term Population, Household and Employment Projections 2015-2045, indicates a 0.1% annual increase in Rumson’s population and a 0.3% increase in Rumson’s households from 2015 to 2045, compared to 0.2% increase in population and 0.4% increase in households in Monmouth County. Employment is forecast to increase by 0.3% annually between 2015 and 2045 in Rumson and by 0.4% annually in Monmouth County.

Table 41: Long-term Population, Household and Employment Forecasts, Rumson Borough and Monmouth County, 2015-2045

	Rumson Borough	Monmouth County
Population		
2015 Population	7,121	631,442
2045 Population	7,445	671,946
Annualized % Population Change 2015-2045	0.1%	0.2%
Households		
2015 Households	2,388	238,584
2045 Households	2,577	265,293
Annualized % Household Change 2015-2045	0.3%	0.4%
Employment		
2015 Employment	1,813	265,560
2045 Employment	1,973	295,002
Annualized % Employment Change 2015-2045	0.3%	0.4%

Data Source: North Jersey Transportation Planning Authority, Plan 2045: Connecting North Jersey, Appendix A Demographic Projections - Current NJTPA Board approved Municipal Forecasts November 13, 2017

The Fair Housing Act requires that Housing Elements and Fair Share 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 permits issued for new residential construction in Rumson during the years 2009 through 2018 averaged about 15 units per year. If the 2009-2018 rate were to remain relatively constant, Rumson might see 147 new additional dwelling units by the end of the next ten-year period, or by the year 2028. These primarily include new housing units in 1- and 2-family units. Further, if the 10-year average of

demolitions of 2 units per year were to be removed from the new housing units permitted, Rumson would average 12.6 additional new housing units annually, or 126 units in the next ten years.

Table 42, Building Permits Issued, Demolitions and New Housing Projection, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future. Factors such as the business cycle and physical obstacles to development may result in a lower or higher actual number.

Table 42: Building Permits Issued, Demolitions and New Housing Projection for Rumson Borough, 2018

	Total Housing Units	1-& 2-family units	Multifamily Units	Mixed Use Units
10-Year Average of Building Permits Issued for New Housing Units	31	31	0	0
10-Year Total Projection of New Housing Units (2019-2028)	310	310	0	0
10-Year Average of Demolitions Permits Issued	23	23	0	0
10-Year Average of Additional New Housing Units (New Housing less Demolitions)	8	8	0	0
10-Year Total Projection of Additional Housing Units (2019-2028)	80	80	0	0

Data Source: New Jersey Department of Community Affairs

Appendix 5. Rehabilitation Documentation

December 15, 2020

2020-1215-140

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION ADOPTING A REHABILITATION MANUAL

WHEREAS, a final Mount Laurel Compliance Hearing is scheduled to take place during which the Court will consider whether to approve the Borough of Rumson's Round 3 Housing Element and Fair Share Plan, its implementing ordinances and ancillary documents; and

WHEREAS, as part of the compliance process, a Rehabilitation Manual has been prepared by the Borough, who will run an in-house Rehabilitation Program; and

WHEREAS, the Rehabilitation Manual outlines the Borough's Rehabilitation Program, its processes, deadlines, and other relevant matters and is a mandatory element of the Borough's package of documents to be considered by the Court at the Compliance Hearing referenced above.

WHEREAS, the Rehabilitation Manual is a mandatory element of the Borough's package of documents to be considered by the Court at the Compliance Hearing referenced above.

NOW THEREFORE BE IT RESOLVED that the Borough Committee of the Borough of Rumson, County of Monmouth, approves and adopts its Rehabilitation Manual, attached hereto as Exhibit A, so that the Borough can implement its Rehabilitation Program after securing its Round 3 Judgment of Compliance and Repose.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



Home Improvement Program

Policies and Procedures Manual

Borough of Rumson

New Jersey

Created November 19, 2020

Prepared by:



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Home Improvement Program

Policies & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Home Improvement Program (HIP). The HIP was created by the Borough to assist properties occupied by very low, low and moderate-income households to correct all existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. Additionally, the HIP was designed to fulfill Rumson's housing rehabilitation obligation, as documented in the Borough's Settlement Agreement entered into between the Borough and Fair Share Housing Center (FSHC), dated January 16, 2020. The HIP is guided by N.J.A.C. 5:93-5.2 and is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Borough of Rumson¹. The Borough of Rumson has contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP. The Program's funding source will be municipal affordable housing trust funds. If the funding source changes, the manual will be updated to reflect the change as well as changes to regulation requirements, if any.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the housing rehabilitation/home improvement programs or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.



For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>. Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

¹ The HIP is guided by N.J.A.C. 5:93 except for the length of affordability controls for both owner- and renter-occupied (10 years, not six (6) years) and except for the required average hard cost expenditure (\$10,000, not \$8,000).

II. ELIGIBLE PARTICIPANTS

A. Program Area

The HIP is a Borough wide program currently aimed at scattered site housing rehabilitation of housing occupied by very low, low and moderate-income households throughout the Borough of Rumson.

B. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be income eligible, the units are determined to be substandard and for primary residency only. Owners of rental properties do not have to be income eligible households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit, funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

For housing units which received past affordable housing state credit, the following rules for repeat assistance shall apply.

- An owner of a previously rehabbed unit may apply for current rehab assistance if the unit was rehabbed prior to 2010 and the affordability period has expired.
- An owner of an existing affordable deed restricted ownership unit with an active deed restriction that is currently meeting a Round 1 or Round 2 credit may apply for current rehab assistance for the municipality to obtain a Round 3 present need credit, unless the affordable housing deed restriction received a new affordable housing credit during Round 3 due to extended controls.
- Housing units which the municipality received an affordable housing credit in Round 3 in any category are not eligible for additional assistance from the Borough's housing rehabilitation program during Round 3.

Basically, a municipality cannot double dip credits on a unit within the same affordable housing Round.

C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within or below the State's moderate-income limits based on family size.

Since the 2015 NJ Supreme decision declaring COAH nonfunctioning, it is now left to the local court vicinages to approve income, sales and rental increases using similar methodologies that were employed by COAH.

The income limits and applicable methodology are in Appendix B, and the plan for properly amending median incomes and rental increases every year going forward until or unless COAH or another state entity becomes functional again is also included in Appendix B at the end of this manual. The Program Administrator will ensure that the annual chart in Appendix B is updated whenever updates become available.

If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

D. Application Selection

At program start-up, and if and when the homeowner intake demand exceeds the number of openings, applications will be prioritized based on the reported income of the household as a percentage of the maximum allowable income for households of that size. This will give priority to the lowest income applicants and assist the municipality in reaching its goal of providing assistance to a minimum of 50% of the properties comprising of low income households. Otherwise, the Program will process new applicants added to the waiting list/applicant pool on a first-come, first served basis, to qualified applicants. If and when there is a waiting list, priority will be given to homeowners with less than \$400,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit. The HIP will establish the waiting list from the program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

Properties with safety and/or health hazards, confirmed/certified as an emergency by the municipal Construction Official or Health Department, can by-pass the first-come, first served process however they must meet all the other program requirements including income eligibility and bringing the unit up to code.

The Program Administrator shall determine that an emergency situation exists based on the following:

- A. The repair problem is an immediate and serious threat to the health and safety of the building's residents
- B. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official

Depending on the type and extent of the emergency and with the homeowner's permission, the Program may by-pass the standard bid process outlined in *Section V sub-section N* to expedite the bid/contractor selection process. Instead the Program may have a proven qualified contractor familiar with the Program present at the initial property inspection with the homeowner to count as the contractor's site visit. This will allow for a quick turn-around on emergency scope of work to be contracted on a single quote basis. To be awarded the emergency work, the contractor's quote must be determined to be a reasonable cost based on the Program Inspector's cost estimate and the contractor must commit to a tight timeline to resolve the emergency situation. This emergency process may apply to heavily leaking roofs, inoperable heating systems during the winter months, immediately hazardous electrical systems and/or blocked sewer lines unresolvable to unclog via a simple service call for under \$1,000.

Please note that the loan agreement will state that if the homeowner takes the emergency funds to abate the safety/health hazards and then subsequently decides to voluntarily remove themselves from participation in the Borough's Home Improvement Program to complete the non-emergency substandard code violation components of their project, essentially negating any opportunity for the municipality to gain credit for a fully rehabilitated home for this unit, those public funds used for the emergency shall be immediately due and payable back to the Borough.

To address this potential, any homeowner receiving emergency funds will also be required to execute a statement indicating that the Borough will place a lien on the property assisted for the Borough to recapture the emergency funds, to be repaid with interest, based on the monthly average mortgage loan commitment rates at the time of closing in the event of noncompliance.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. In order to qualify for participation in the program, the condition of each home must be certifiable as being "substandard" as defined in N.J.A.C. 5:93-1.3.

In other words, at least one of the following major systems must be in need of replacement or substantial repair:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Lead paint remediation
- Interior trim work
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are upgrades/higher than mid-grade and/or strictly cosmetic), carpets, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools, landscaping, solar panels and generators. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited.

Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6, and Chapter 8 section 6 of the Borough's local property maintenance code (of which the more restrictive requirements will apply), conserve energy and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

Municipal rehabilitation investment for hard costs shall average at least \$10,000 per unit, and include the rehabilitation of at least one major system, as previously defined under eligible improvements.

D. Certifications of Substandard/Standard

The Program Building Inspector will inspect the property to determine which systems, if any, are substandard in accordance with sub-section A above and issue a Certification of Substandard. Upon program construction completion, all code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a municipal certificate of completion/approval.

IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

Funding will be provided on the following terms:

A. Terms and Conditions for Owner Occupied Units

Table 1 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than \$10,000 of work, provided the municipal rehabilitation activity shall average at least \$10,000 per unit.
Maximum Loan Amount	\$22,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for <i>Exceptions to Loan Repayment Terms</i> section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay 100% of the original loan per the schedule above upon a title change. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or
2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or
3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Borough’s Administrative Agent will be responsible for monitoring compliance over that unit.

B. Terms and Conditions on Owner-Occupied Multi-Family Rental Units

Table 2 Owner-Occupied Multi-Family Home Terms & Conditions

Owner-Occupied Multi-Family Including Tenant Unit(s) Terms and Conditions of Loan	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than \$10,000 of work, provided the municipal rehabilitation activity shall average at least \$10,000 per unit.
Maximum Loan Amount	\$15,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the 10 year period. Original Principal is due if not in compliance with affordability controls. Rental restrictions transfer with property. See Restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded on property

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality's Settlement Agreement and Court Order, whichever is applicable

The owner will execute a Mortgage, Mortgage Note, and Deed Restriction, the latter which guarantees the continued availability of the rental unit to low or moderate-income households for the terms of the ten-year deed restricted affordability period. The affordability terms for the rental units do not expire even if the owner sells the property, transfers title to the property, or dies within the ten-year program deed restricted affordability period.

Moreover, if Program funds were expended on the owner-occupied unit, and the homeowner sells, transfers title, dies or is not in compliance during the ten-year deed restricted affordability period, unless ownership is transferred to another low or moderate-income homeowner, any Program funds expended on work done on the owner's individual unit along with a pro-rata portion of the shared improvements must be fully repaid to the Borough and used to rehabilitate another housing unit.

Additionally, for rental units in a multi-family owner-occupied home:

For tenant units, the maximum permitted rent is pursuant to UHAC and subject to annual adjustment. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate- income household at an affordable rental price and will be affirmatively marketed by the Borough designated Administrative Agent, in accordance with the Borough of Rumson Affordable Housing Affirmative Marketing Plan. Landlords are responsible to pay income certification fees and affirmative marketing cost for re-rentals.

For information regarding future rental increases: Please refer to Section VIII C of this manual.

C. Terms and Conditions on Investor-Owned Multi-Family Rental Units

Table 3 Investor-Owned Terms & Conditions

Investor-Owned Multi-Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than \$8,000 of work, provided the municipal rehabilitation activity shall average at least \$10,000 per unit.
Maximum Loan Amount	\$15,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 50% of rehab cost at construction agreement signing. 50% balance forgiven if in compliance with rental restrictions. The 50% rehab cost is waived for non-profit corporation rentals, if any. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

The ten-year affordability controls against the property will be recorded in a Deed Restriction. The property owner agrees to abide by the rental affordability controls for the life of the Deed Restriction. Additionally, the following conditions apply:

The assisted housing unit(s) must be occupied by and affordable to a household that is certified as an income eligible household as per either the latest Income Limits by Region, or in compliance with the municipality’s Settlement Agreement and Court Order, whichever is applicable and as designated by unit in the Deed Restriction. The maximum permitted rent is determined by the

Borough's Administrative Agent and is pursuant to UHAC and subject to annual adjustment. A copy of the income figures for 2020, and the methodology for going forward, until the reinstatement of COAH or another state entity performing this function is included in Appendix B of this document.

Throughout the ten year affordability controls, if a rental unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the Deed Restriction shall require the unit to be rented to a low- or moderate-income household(as designated by unit in the Deed Restriction) at an affordable price and will be affirmatively marketed in accordance with the Borough of Rumson Affordable Housing Affirmative Marketing Plan by the Borough's current Administrative Agent at the rates and terms defined within that Agreement. Landlords are responsible to pay income certification fees and affirmative marketing costs for re-rentals.

The owner will execute a Mortgage, Mortgage Note and Deed Restriction, the latter which will guarantee the continued availability of the unit to income eligible households for the terms of the ten-year lien affordability period.

Throughout the ten-year deed restrictive period, the affordability terms do not expire even if the owner sells the property, transfers title to the property, dies, or rents to other than low or moderate-income renters, before the terms of the lien expire.

D. Special Needs Waivers for Higher Cost Rehabilitation Projects

In cases of housing rehabilitation costs exceeding the program maximum loan amounts listed in applicable Tables 1, 2 and 3 above:

- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low Income Home Energy Assistance Program (LIHEAP) or the Monmouth County's Home Repair Program.
- The Program reserves the right to make an exception and allow the expenditure of up to an additional \$5,000 per unit to address code violations. The Borough will consider other situations for special needs waivers. Individual files will be reviewed on a case-by-case basis. Upon Program and Borough approval, a Special Needs Funding Limit Waiver may be issued.
- If no viable options, the case will have to be terminated.

E. Use of Recaptured Program Funds

All recaptured funds will be deposited into a Rumson Borough affordable housing trust fund in accordance with N.J.A.C. 5:93-8.15

V. IMPLEMENTATION PROCESS

A. Application/Interview

For each prospective applicant, this process starts with a homeowner either submitting an online preliminary application or the Case Manager pre-qualifies the interested homeowner by phone, whichever is the homeowner's preference. The information is entered in the program applicant pool/waiting list. If the homeowner passes the preliminary criteria review, program information, guidelines, and an application package will be mailed or emailed to the applicant when their name is reached in the program's waiting list. Each prospective applicant is to complete the application and return it to the Case Manager, along with the required verification documents. Upon receipt of the completed application package, a case file will be opened for the applicant and a case file number will be assigned to the unit. The Case Manager will be available via a direct phone line to assist applicants during this and all other phases of the process. Additionally, as needed, a Case Manager will be available for face to face prescheduled appointments. Once a case is assigned a number, the cases are processed in the order of receipt of completed applications.

B. Eligibility Certification

To be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of both the owner household and tenant household (if any) must be fully certified as income-eligible before any assistance will be provided by the Program. The HIP will income qualify applicant, and when applicable tenant, households in accordance with N.J.A.C. 5:93-9 and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the asset test.

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

C. What is Considered Income

The following income sources are considered income and will be included in the income eligibility determination:

- Wages, salaries, tips, commissions
- Alimony

- Regularly scheduled overtime
- Pensions
- Social security
- Unemployment compensation (verify remaining eligible number of weeks)
- TANF (Temporary Assistance For Needy Families)
- Verified regular child support
- Disability
- Net income from business or real estate
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
- Rent from real estate is considered income
- Any other forms of regular income reported to the Internal Revenue Service

D. What is Not Considered Income

The following income sources are not considered income and will not be included in the income eligibility determination:

- Rebates or credits received under low-income energy assistance programs
- Food stamps
- Payments received for foster care
- Relocation assistance benefits
- Income of live-in attendants
- Scholarships
- Student loans
- Personal property such as automobiles
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Part-time income of dependents enrolled as full-time students

- Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

E. How to Verify Income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

1. Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
2. A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)- A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
3. If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
 - Social Security or SSI – Current award letter or computer printout letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) – a pension letter
4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
5. Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates), whole life insurance. Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest bearing checking accounts, and investments;
6. Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.

7. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
8. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

F. Additional Income Verification Procedures

1. Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

2. Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Program Case Manager should determine the imputed interest from the value of the property. The Program Case Manager should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

G. Other Eligibility Requirements

Applicant to submit the following in the application package:

- Copy of current Homeowner's insurance declarations page (not the policy or receipt);
- Proof of flood insurance, if property is located in a flood zone;
- Copy of recorded deed to the property to be assisted;
- If deed co-holder resides at another location, provide proof of same (driver's license, etc);
- If widow or widower, copy of spouse's Death Certificate;
- Receipt for paid property taxes;
- Proof that all mortgage payments and, when applicable, Homeowner Association (HOA) Fees are paid current;
- Copy of any and all other liens recorded against the property;

- Personal identification (a copy of any of the following: Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.); and
- Original of signed Eligibility Release form.

Properties for sale are ineligible for program assistance as well as any property the homeowner plans to sell within the next two years.

H. Requirements of Property Taxes and Municipal Utilities Accounts Paid Current

All applicants' property tax and sewer accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up municipal accounts. Individual files will be reviewed on a case-by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

I. Sufficient Equity and Carrying Cost

Additionally, to be determined eligible, there must be sufficient equity in the home to cover the program lien. In other words, the market value of the house must be greater than the total of the existing liens and anticipated program lien combined. For the sake of this rule, the market value of the home will be calculated using the municipality's assessed value divided by the equalization ratio. All existing property liens (mortgage, home equity loan, etc.) are then deducted from the calculated house value to determine the current property equity. The Borough may consider a Special Needs Waiver approved by the municipality on a case-by-case basis for limited equity, but not for negative equity. Additionally, the applicant's income shall be sufficient to meet the carrying costs of the unit or the homeowner is to demonstrate how the unit's carrying costs are funded. This will be reviewed on a case-by-case basis.

J. House Conditions:

All areas of the house must be readily accessible, uncluttered, and clean. This is in anticipation of the Program Inspector and contractors needs of proper and sanitary access for inspections and construction work progress.

If there are any repairs or renovations currently being undertaken on the home by others or the homeowner or done within the last few years that require or required municipal permits, the work must be completed and the permits closed out prior to the homeowner applying to the Program.

K. Eligibility Scenarios of Multi-Family Structures

Several possibilities exist concerning the determination of eligibility in a multi-family structure.

Scenario 1. The Program Administrator determines that the owner is income eligible and the renters in each unit are income eligible. In this case, all of the units are eligible for rehabilitation.

Scenario 2. The Program Administrator determines that the owner is income eligible, but the renters are not. In this case, only the landlord's unit is eligible for rehabilitation. If a home improvement is undertaken which affects all the units in the house (e.g., replacement of a roof), the HIP will only cover a prorated percentage of the cost. For example, in a two-family home with units of approximately equal size, only 50% of the cost of roof replacement will be covered. Where units differ by more than 10% in size, the proration should be based on percentage of square footage within each unit compared to the total interior square footage of all other units in the structure. Shared common areas should not be counted in the denominator for the pro rata calculation.

Scenario 3. The Program Administrator determines that the owner is not income eligible, but the renters are. In this case, the rental units are eligible for rehab, but the owner's is not. If a rehab activity is undertaken which affects all of the units in the house (e.g., replacement of roof), the HIP will only cover a prorated percentage of the cost. For example, in a four-family home, only 75% of the cost of roof replacement would be covered. Where units differ in size, the proration is based on percentage of square footage.

If any of the conditions above apply to a particular applicant's case, CGP&H sends a letter that explicitly identifies which of the units is eligible for rehabilitation, as well as specifies any applicable percentage of the hard costs of rehabilitation between the Program and the homeowner. The homeowner's monetary contribution is to be paid prior to the start of construction at the preconstruction conference in the form of a money order or certified check made payable to the contractor. The payment is held by the Program until the work is satisfactorily completed, at which time the Program will release the payment to the contractor.

L. Eligibility Certification

After the Program Administrator has determined that the household is income eligible and meets all other eligible requirements, the Program Manager will complete and sign the Eligibility Certification. This certification is valid for 180 days starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Administrator must reevaluate the household's eligibility.

After the household is certified as income eligible, the Homeowner/Program Agreement will be executed between the owner and the program.

If an applicant is determined ineligible, for any reason, the Program will issue a Notice of Ineligibility explaining the reason for the ineligibility determination and case termination.

M. Housing Inspection/Substandard Certification/Work Write Up/Cost Estimate

The Program Inspector will perform a comprehensive inspection to determine what work items are necessary to bring the home up to code, as identified in section III C. Photos will be taken at the comprehensive inspection to document existing conditions. As a result of the comprehensive inspection, the Program Inspector will prepare a work write-up and cost estimate. All repairs needed to bring the home up to code will be identified. To the extent that the budget may permit, home weatherization will also be included. This work write-up will include a breakdown of each work item by category and by location in the house. The work write-up will contain information as to the scope of work and specifics on materials such as type, quantity and cost. A total cost estimate will be calculated for each housing unit. Improvements approved under the Program shall be based on the cost of mid-grade fixtures and materials. No upgrades from this standard shall be allowed. Only eligible rehab work will be funded by the Program. In the event that not all items can be accomplished due to program funding caps, the Program Inspector will establish a priority repair system which addresses the code violations before the non-code violations. The HIP's policy is to create Work Write-Ups and Cost Estimates that fall within the HIP funding caps. In unusual hardship cases and when the cost to correct all code violations exceeds the program funding limit, the HIP will seek the homeowner's monetary contribution. If the homeowner is unable to contribute funds or obtain funds from another funding source, the HIP will request additional funds from Rumson.

For houses built prior to 1978, refer to Section VII Lead Base Paint (LBP).

N. Contractor Selection

The homeowner, with the approval of the Program Inspector, will select the contractor. The Case Manager will provide the homeowner with a copy of the work write up and the Program Contractor List. The homeowner will complete the Work Write-Up Review Form indicating review and approval of the work write-up and advising of any contractors currently on the Program Contractor List that the homeowner does not wish to have notified of the availability of the bid package. If the homeowner wishes to solicit a bid from a contractor not currently on the Program Contractor List, the homeowner will provide the contractor's name, address and telephone number on the Work Write-Up Review Form. Any contractors that have not been previously qualified are eligible to participate but must submit their qualifications as well as their bid in the bid package.

The Case Manager will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Case Manager to obtain a full bid package and the contractor must submit a bid to the Case Manager by the submission deadline

(usually within three (3) weeks of the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

The submitted bids will be reviewed by the homeowner and the Program Inspector. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, he/she must pay the difference between the chosen and the lowest responsible bid.

The Case Manager will email the following documentation to the Borough:

- Bid Tabulation sheet of all bids received
- Awarded contractor's bid including completed Contractor Award Checklist
- For each contractor's first award in a calendar year, will also include awarded contractor Business Registration Certificate (BRC) and W-9.

Contractor award is passed via a Resolution by Borough Council. The Borough will provide the Case Manager with a copy of the Resolution for placement in the case file.

O. Pre-Construction Conference/Contract Signing

The Program Inspector will conduct a pre-construction conference with the homeowner and contractor. Prior to the pre-construction conference the homeowner will be provided with copies of the loan documents and the Construction Agreement and the contractor will be provided with a copy of the Construction Agreement for review. At the time of the pre-construction conference, the scope of work will once again be reviewed. The homeowner and contractor responsibilities will also be reviewed, as well as the Program's construction procedures and program limitations. The homeowner and contractor will each sign the Construction Agreement and receive copies. The homeowner will sign and receive copies of the Mortgage and Mortgage Note in the amount of the HIP subsidy. For rental properties, the property owner will also sign the Deed Restriction (COAH form Appendix E-3).

If the homeowner is providing any funds for the rehabilitation of his/her home, those funds must be provided at the time of the pre-construction conference in the form of a certified check or money order made payable to the contractor. The check will be held by the Program and will be applied towards the contractor's first progress payment.

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead base paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both

contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Base Paint (LBP) applies.

Following the pre-construction conference, the Case Manager will provide the Borough with a copy of the Construction Agreement which includes an itemized price list of the work.

It is the contractor's responsibility to ensure all required permits are applied for prior to the start of construction and, if applicable, at the time of any change orders.

The construction permitting process is handled by the municipality's Construction office.

P. Initiate Borough Voucher

Upon contractor award decision, the Borough will provide the Case Manager with a blanket purchase order to create two purchase orders for each case for the contractor to sign at the pre-construction conference at time of contract signing. The contractor's signed purchase orders will be held by the Case Manager until construction progress is sufficient to submit to the municipality.

The Borough voucher will be separated into two potential payments. The Program staff will match the payment request up with the Borough voucher issued at the pre-construction conference and adjust the payment amount as per the inspection results. Ultimately upon construction completion, the payments will equal the full voucher amount plus or minus any change orders.

For each contractor's first award in a calendar year, the Case Manager will provide the municipal applicable staff with the awarded contractor Business Registration Certificate (BRC) and W-9 form.

Q. Progress Inspections

The Program Inspector will make the necessary inspections of the progress of property improvements. Inspections are necessary to ensure that the ongoing improvements coincide with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Program Inspector when a minimum of 40% of the total contract work is completed. The Program Inspector will schedule the inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the work is ready for inspection.

If work passes the satisfactory progress inspection, the Case Manager will follow the procedures spelled out in Section V subsection T *Payment Structure and Process* to process a contractor's progress payment request.

The Program Inspector will notify the contractor and the homeowner in writing of any work deficiencies discovered during the progress inspection. Work deficiencies must be corrected prior to the contractor's request for the next inspection.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the Program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

R. Change Orders

If it is determined during rehabilitation that a change from the original work write-up is required, a Program Change Order Authorization form must be completed and approved by the homeowner, the contractor, the Program and the Borough.

The Case Manager will forward the executed change order to the Borough for approval via Resolution by Borough Council. If the change order work discovery is urgent, such as during roof tear off and cannot wait until the next Council meeting, it will be submitted for Borough's preliminary special needs approval prior to Resolution at upcoming Council meeting.

The contractor will be notified by the Case Manager of the results, and no change order work should be undertaken by the contractor until he has received a copy of the fully executed Change Order Authorization or the contractor risks non-payment for the change order work.

S. Final Inspection

Prior to requesting a final inspection, it is the contractor's responsibility to:

- Properly close out all the permits and to provide proof of closed out permits to the Case Manager via the municipal Certificate of Approval;
- Deliver to the homeowner a complete release of all liens arising out of the Construction Agreement, a receipt in full covering all labor, materials and equipment for which a lien could be filed or a bond satisfactory to the owner indemnifying owner against any lien; and;
- Provide the homeowner with all applicable warranties for items installed and work completed during the course of the rehabilitation.

Once the contractor has provided the Case Manager with all required job closeout forms, the contractor will be responsible to request the Program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been

completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

Construction progress on work line items will be inspected and considered for payment. If the work passes satisfactory final inspection, the Case Manager will follow the procedures spelled out in Section V subsection T. *Payment Structure and Process* to process the contractor's final payment request.

For houses built prior to 1978, a work item marked EPA RRP Rule cannot be paid for until the contractor provides a post renovation report to the program. Refer to Section VII Lead Base Paint (LBP) for the EPA regulation.

If the Program Inspector identifies any work deficiencies during the final inspection, the Program Inspector will notify the contractor and the homeowner of the deficiencies in writing and the value of said deficiencies will be deducted from the final payment request. Work deficiencies discovered during the final inspection will require the Program Inspector to conduct a subsequent inspection upon contractor's correction of deficiencies. The Rehabilitation Program reserves the right to hold the contractor responsible to pay the cost of any additional inspections beyond the final inspection at a rate of \$350 per inspection for prematurely requesting the final inspection with the work not 100% completely done in a workman-like manner. Additional inspections are those in excess of the one progress inspection and the final inspection which are needed to inspect corrected deficiencies. The contractor must issue the failed final inspection penalty payment directly to CGP&H via a check prior to the Program Inspector scheduling and repeating the final inspection process. CGP&H will notify the municipality each time a penalty is levied.

The Program lien period will commence upon satisfactory completion of the final inspection. Photographs will be taken of the rehabilitated housing unit by the Program Inspector at the time of the satisfactory final inspection.

T. Payment Structure and Process

The Borough will issue all payments, which will be made according to the following schedule:

One progress payment (representing a minimum of 40% of total contract work completed) will be paid. Upon completion of one hundred percent (100%) of the rehabilitation work, the contractor is eligible for final payment of the contract price.

Upon a satisfactory program inspection, and confirmation from the Case Manager that all contractor's documents have been submitted according to program procedures, the Case Manager will submit to the Borough:

- Program's Request for Payment form with Owner's and Program's written approval
- The Borough voucher signed by the contractor and adjusted to match the current payment amount
- Copy of change order, if one occurred

The Borough retains the right to make payments to the contractor without homeowner approval should the homeowner become unavailable to sign the Program contractor payment form due to illness or absence. In such instance, the Program shall make reasonable attempts to contact the homeowner. If such efforts are not successful within a two-week period from the final inspection date, the Program shall advise the Borough, provide documentation of efforts to obtain homeowner approval, and may authorize contractor payment without homeowner sign-off, to not hold up payment rightfully due to the contractor.

The Case Manager is to submit the contractor payment request to the municipal Accounts Payable staff and, if acceptable, the payment request will be placed on the upcoming Bill List agenda. The Borough will forward to the Case Manager a copy of the executed payment to the contractor for case file records.

Upon job completion, the combined Borough payments will total the Construction Agreement, including all applicable change order(s) if any, and minus owner contribution, if any. The combined Borough payments will also match the final Borough Voucher amount. Progress and final payments will be made payable to the contractor.

U. Standard Certification

A Certificate of Approval issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits, will confirm the scope of rehabilitation work has been completed and that the housing unit is now up to code standard. The contractor is to provide the Certificate of Approval to the Case Manager when requesting the final inspection. The Case Manager will ensure that a copy of the Certificate of Approval is placed in the case file.

V. Record Mortgage Documentation

At construction completion, the Case Manager will forward the executed mortgage to the Borough's Attorney for recording. The Borough will immediately file the mortgage with the County Clerk. For rental properties, the Deed Restriction will also be recorded.

W. File Closing

The Case Manager will close the homeowner's file after the final payment is made and the mortgage, and when applicable, Deed Restriction is/are returned from the County with recorded date, book and page.

The Case Manager will send the homeowner a case closeout letter explaining the warranty period, importance of program documents for personal record keeping, explaining the homeowner's responsibility to continue to maintain the home, providing the homeowner with a home maintenance checklist as guidance, thanking the owner for program participation, and encouraging him/her to recommend the program to other households in the community and, when applicable, reminding owner of the affordable housing rental requirements listed in the program lien documents and deed restriction.

X. Requests for Subordination or Program Loan Payoff

Rumson may agree to subordination of its lien if the mortgage company supplies an appraisal showing that the new loan plus the balance(s) on all unpaid loans (including the value of the rehabilitation assistance) does not exceed ninety-five (95%) of the appraised value of the unit. If the homeowner is simply refinancing their primary mortgage to a lower interest rate and not "cashing out" any equity, Rumson will subordinate up to 100% of the appraised value.

The fee to process program loan subordination requests will be paid by the homeowner directly to the Program Administrator in accordance with the fee set forth in the yearly program administration contract.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The Program will coordinate with the Borough to advertise the availability of construction work on the Borough's website and display a contractor outreach poster and handouts in the municipal building, including the local construction office. Additionally, CGP&H will reach out to home improvement contractors registered with Consumer Affairs who are geographically near or in Rumson. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply dealers. All interested contractors will have the opportunity to apply for inclusion on the Program Contractor List, which will be made available for the homeowner's use in selecting rehabilitation contractors. The contractor outreach material will also be posted on CGP&H's website.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry at least \$1,000,000 in general liability insurance. The Contractor shall carry full workmen's compensation coverage including Employer's Liability limits of at least \$500,000 and statutory state coverage for all his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Case Manager with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of Program job award; and
- At least three favorable references on the successful completion of similar work; and
- The Contractor's State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with the EPA Renovation, Repair and Painting (RRP) Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

VII. Lead Based Paint (LBP):

For houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications. The requirements are spelled out in the General Conditions of the work specifications.

The Program may recommend homeowners of houses built prior to 1978 to also apply to the DCA Lead-Safe Home Remediation Program available to Monmouth County residents via this current contact means of 1-888-712-5077 or NJLeadOut@njshares.org.

VIII. Rental Procedures:

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C.5-80:26.1 et. seq. once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

- 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 be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.
- 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 UHAC.
- Rental Increases: See section VIII C, below.

The municipality's Administrative Agent will administer the rental affordability controls during the 10-year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

A. Determining Initial Affordable Rents

The initial maximum affordable rent for a rehabilitated unit is determined by the program staff based on several NJ rules and regulations. The Administrative Agent will make every attempt to price initial rents to average fifty-two percent (52%) of the median income for the household size appropriate to the sized unit within each individual project (N.J.A.C. 5:80-26.3 (d)). Thirty percent (30%) (N.J.A.C. 5:80-26-12 (a)) of that figure is considered the "maximum base rent." Subtracted from the maximum base rent is the cost of all tenant-paid utilities as defined and calculated by the HUD Utilities Allowance figures (updated annually). The remainder becomes the maximum initial rent for that unit. The Home Improvement Program staff can provide potential applicants/landlords with a reasonable estimate of what the maximum base rent will be on their rental unit if they elect to participate in the program.

B. Pricing by Household Size

Initial rents are based on the number of legal bedrooms in each unit. Initial rents must adhere to the following rules.

Table 4 Initial Rental Pricing by Housing Size

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

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

The above rules are only to be used for setting initial rents.

C. Determining Rent Increases

Rents for rehabilitated units may increase annually based on the standards in Appendix B, entitled "Approved Calculation of Annual Increases to Income Limits, Resale Prices and Rents" and only upon written notification from the Administrative Agent.

In addition, the Borough's Administrative Agent must be used by the Landlord to ensure that all appropriate affirmative marketing and all other affordable housing compliance procedures are followed and will continually oversee compliance for these affordable rental units throughout their restrictive term.

These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. Rents may not be increased more than once a year, may not be increased by more than one approved calculated increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

IX. MARKETING STRATEGY

In coordination with the Borough, the Program Administrator will employ a variety of proven strategies to advertise the program within Rumson to establish the Program's applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of Program homeowner outreach posters, flyers and handouts
- Place Program outreach material on the Borough's website
- Place Program outreach material on CGP&H's website
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc.) or direct mailing, if approved by the municipality
- Municipal email blasts and Twitter communication (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Free local cable TV advertising (when available)
- Periodic Press releases
- Program group presentations to community organizations or at the Borough Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Borough of Rumson Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the Program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the Program staff that depicts the status of all applications in progress.

B. Participant Record Keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)
- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up
- Bid Notice
- Contractor bids
- Bid Tabulation

- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Photographs (Before and After)
- Close-out documents
- Certification of Approval

C. State Reporting

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

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls

- Length of Affordability Controls (yrs.)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator will provide each completed unit's data for annual monitoring.

D. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Municipal Housing Liaison, with assistance from the Administrative Agent, as may be requested from time to time.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

The Program staff is skilled in effectively achieving resolution of homeowner/contractor disputes, in a fair and documented manner.

If a homeowner refuses to pay the contractor and work has been done to work specification and to the satisfaction of the Program, it may authorize payment to the contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

However, on the rare occasion if a homeowner or contractor decides to dispute a Program staff decision, the Program will refer the matter to the Borough for further resolution. It is recommended the Borough forms a Housing Advisory Committee to mediate and resolve the differences. Homeowners or contractors involved in a dispute will be instructed to submit their concerns in writing. The homeowner or contractor may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final. The Housing Advisory Committee formation may occur when the first need arises.

XII. CONCLUSION

If the procedures described in this manual are followed, the Borough of Rumson's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

APPENDIX A - LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work Write-Up Review form
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Contractor's Request for Final Inspection
- Change Order Authorization
- Certificate and Release
- Closeout Statement

APPENDIX B – Approved Calculation of Annual Increases to Income Limits, Resale Prices and Rents

Methodology for Calculating Regional Income Limits and Rental Increase:

Income limits for all units that are part of the municipality's Housing Element and Fair Share Plan 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 municipality annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the municipality is located within, 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 municipality'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 are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the most recent year and shall be utilized until the municipality updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and

rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

In establishing sale prices and rents of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing.

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020
2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
Region 1												
Median	\$67,166	\$71,964	\$76,761	\$86,337	\$95,932	\$99,790	\$103,628	\$111,304	\$118,980	\$126,656		
Moderate	\$53,733	\$57,571	\$61,409	\$69,085	\$76,761	\$79,832	\$82,902	\$89,043	\$95,184	\$101,325	1.9%	\$185,539
Low	\$33,583	\$35,982	\$38,381	\$43,178	\$47,976	\$49,895	\$51,814	\$55,652	\$59,490	\$63,328	0.84%	
Very Low	\$20,150	\$21,589	\$23,028	\$23,907	\$28,786	\$29,937	\$31,088	\$33,391	\$35,694	\$37,997		
Region 2												
Median	\$73,857	\$79,132	\$84,408	\$94,959	\$105,510	\$109,730	\$115,951	\$122,391	\$130,832	\$139,273		
Moderate	\$59,085	\$63,306	\$67,526	\$75,967	\$84,408	\$87,784	\$91,160	\$97,913	\$104,666	\$111,418	1.9%	\$202,419
Low	\$36,928	\$39,566	\$42,204	\$47,479	\$52,755	\$54,865	\$56,975	\$61,196	\$65,416	\$69,636	4.71%	
Very Low	\$22,157	\$23,740	\$25,322	\$28,488	\$31,653	\$32,919	\$34,185	\$36,717	\$39,250	\$41,782		
Region 3												
Median	\$83,650	\$89,625	\$95,600	\$107,550	\$119,500	\$124,280	\$129,060	\$138,620	\$148,180	\$157,740		
Moderate	\$66,920	\$71,700	\$76,480	\$86,040	\$95,600	\$99,424	\$103,248	\$110,896	\$118,544	\$126,192	1.9%	\$227,546
Low	\$41,825	\$44,813	\$47,800	\$55,775	\$59,750	\$62,140	\$64,530	\$69,310	\$74,090	\$78,870	1.01%	
Very Low	\$25,095	\$26,888	\$28,680	\$32,265	\$35,850	\$37,284	\$38,718	\$41,586	\$44,454	\$47,322		
Region 4												
Median	\$76,469	\$81,991	\$87,513	\$98,317	\$109,242	\$113,611	\$117,981	\$126,720	\$135,460	\$144,199		
Moderate	\$61,175	\$65,545	\$69,915	\$78,654	\$87,393	\$90,889	\$94,385	\$101,376	\$108,368	\$115,359	1.9%	\$205,486
Low	\$38,235	\$40,966	\$43,697	\$49,159	\$54,621	\$56,806	\$58,990	\$63,360	\$67,730	\$72,099	5.96%	
Very Low	\$22,941	\$24,579	\$26,218	\$29,495	\$32,772	\$34,083	\$35,394	\$38,016	\$40,638	\$43,260		
Region 5												
Median	\$67,620	\$72,450	\$77,280	\$86,940	\$96,600	\$100,464	\$104,328	\$112,056	\$119,784	\$127,512		
Moderate	\$54,096	\$57,960	\$61,824	\$69,552	\$77,280	\$80,371	\$83,462	\$89,645	\$95,827	\$102,010	1.9%	\$179,028
Low	\$33,610	\$36,225	\$38,840	\$43,470	\$46,300	\$50,232	\$52,164	\$56,028	\$59,892	\$63,756	7.21%	
Very Low	\$20,286	\$21,735	\$23,184	\$26,082	\$28,980	\$30,139	\$31,298	\$33,617	\$35,935	\$38,254		
Region 6												
Median	\$57,458	\$61,562	\$65,666	\$73,874	\$82,083	\$85,366	\$88,649	\$95,216	\$101,782	\$108,349		
Moderate	\$45,966	\$49,250	\$52,533	\$59,100	\$65,666	\$68,293	\$70,919	\$76,173	\$81,426	\$86,679	1.9%	\$153,730
Low	\$28,729	\$30,781	\$32,833	\$36,937	\$41,041	\$42,683	\$44,325	\$47,608	\$50,891	\$54,175	6.97%	
Very Low	\$17,237	\$18,469	\$19,700	\$22,162	\$24,625	\$25,610	\$26,595	\$28,565	\$30,535	\$32,505		

* 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 (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, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 3.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). 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.

Appendix 6. RDP Documentation

6.A. Market to Affordable Program

Existing Units: 19 North Street and 68 Blackpoint Road



Affordable Housing Alliance

59 Broad Street Eatontown, NJ 07724
Ph:(732) 389-2958 Fax: (732) 389-3163
www.housingall.org

19 North Street
Address/Project Name
Rumson.NJ
Municipality/State

CERTIFICATE OF ELIGIBLE HOUSEHOLD

Applicant: Wendy Williamson SS#: [REDACTED] Phone: (h) 732-513-2926
Co-Applicant: Honora Rose Phone: (c) xxx-xxx-xxxx
Address: 1755 Raleigh Court West #109A City: Ocean State: NJ Zip: 07712

The applicant has submitted a Preliminary Application to the Affordable Housing Alliance for an affordable housing unit that has been restricted for occupancy by low and moderate-income eligible household. This application has been reviewed, the information therein has been verified according to Alliance procedures, and a determination has been made that the applicant is income-qualified for an affordable housing unit; The Affordable Housing Alliance hereby certifies the applicant for an affordable unit per specified household and unit characteristics.

Total# of Household Members: 6 Total# of Minors: 0 Gross Yearly Income: \$ _____
COAH Low Income 46% COAH Moderate Income _____ Gross Monthly Income: \$ _____
HUD\$ Max: _____ HUD\$ Max _____ Mortgage Pre-Approval: NA
Referred Unit Size: 2 Bedroom Housing Choice Voucher: NA Credit Review (Score): Yes
HCV (Estimated HAP): \$ _____

Single Family Home Two Family Home Manufactured Home Condominium Unit

SALE UNIT

Recommended Monthly Housing Payment @ 33% \$941
Recommended Monthly Housing Payment @ 28% \$799
Referred Unit Price (Purchase): \$ 97,751
Less available down payment: \$ 77,751 (\$20,000 down payment)

P&I \$394 HOA \$ 0 Taxes \$131 Ins. \$125 Other (PMI) \$ 0

TOTAL ESTIMATED MONTHLY HOUSING COST \$650 @4.5 % Int.

Security deposits, closing costs, attorney's fees, mortgage points, and other costs of rental or sale are not included in these calculations and are the responsibility of the prospective buyer or renter. All housing designated for low and moderate-income eligible households is subjected to deed restrictions. The Certified Household acknowledges receipt of the Disclosure Closure Statement wherein these restrictions have been described and stipulates the same by signing this Certification. The Certification expires 180 days from the date of signature unless it is extended by written confirmation from the Affordable Housing Alliance. The undersigned hereby states that all information submitted to the Affordable Housing Alliance for the purpose of obtaining this certification is true and complete to the best of the applicant's knowledge. The applicant also acknowledges that the Affordable Housing Alliance has relied on this information for the purpose of referring income-eligible households to vacant units that have been designated as affordable housing units pursuant to the Fair Housing Act (P.L. 1985, Chapter 222) and that a false statement or misrepresentation of fact may be cause for program disqualification and/or the initiation of any applicable legal remedies.

NOTHING HEREIN SHALL BE INTERPRETED AS ASSURANCE THAT CERTIFIED HOUSEHOLD WILL OBTAIN AFFORDABLE HOUSING THROUGH THIS CERTIFICATION.

-----d./1/14, .. ==----- j /J....11,1(10/14) ----- " {551, ot f '-----"
Certified Household Signature _____ Date 1/16/14
Certified Household Signature _____ Date _____
Housing Alliance Representative _____ Date 1/16/14



February 11, 2014

2014-0211-33

BOROUGH OF RUMSON
COUNTY OF MONMOUTH IN THE STATE OF NEW JERSEY

RESOLUTION AUTHORIZING THE SALE OF THE BOROUGH'S
AFFORDABLE HOUSING PROPERTY AT 19 NORTH STREET

WHEREAS, the Borough of Rumson has submitted and has an approved Council on Affordable Housing (COAH) Plan with the State of New Jersey Department of Community Affairs; and

WHEREAS, as a part of that Plan, the Borough of Rumson has a Market to Affordable Program; and

WHEREAS, the Borough purchased the property at 19 North Street as part of that Program; and

WHEREAS, the Borough of Rumson has an agreement with the Affordable Housing Alliance of Eatontown (the Alliance) to manage the sale of COAH properties for the Borough; and

WHEREAS, through the Alliance and the required process of screening applicants, the Borough has received an approved applicant for the purchase of that property; and

WHEREAS, COAH sets the costs of Affordable Housing properties and the cost of the 19 North Street property was set at \$97,751.00;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Rumson hereby authorizes that the property at 19 North Street be sold following the COAH requirements; and

BE IT FURTHER RESOLVED that the Borough Council authorizes the Mayor and the Borough Administrator to sign the contract for the sale of the property at 19 North Street for \$97,751.00; and

BE IT FURTHER RESOLVED that copies of the signed contract be forwarded to the attorneys for the completion of the sale; and

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded to the Borough Attorney and the Rumson Chief Financial Officer.

The above Resolution was moved for adoption by Councilman Hemphill. Motion seconded by Councilman Shanley and carried on the following roll call vote:


In the affirmative: Atwell, Day, Hemphill, Rubin and Shanley.

In the negative: None.

Absent: Broderick.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on February 11, 2014.


Thomas S. Rogers
Municipal Clerk/Administrator

131 - Contract for Sale of Real Estate - Long form (Ind. or Corp.)

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on _____, 2014.
BETWEEN

BOROUGH OF RUMSON, a Municipal Corporation of the State of New Jersey
(Include Social Security No.)

whose address is 80 East River Road, Rumson, New Jersey 07760
referred to as the "Seller,"

AND

WENDY K. WILLIAMSON and HONORA A. ROSE
(Include Social Security No.)

whose address is 1755 Raleigh Court, Apt. 109A, Ocean, New Jersey 07712
referred to as the "Buyer,"

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the Property described in this contract.

2. Property. The Property (called the "Property") to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this contract. The Real Property to be sold is commonly known as 19 North Street in the Borough of Rumson in the County of Monmouth and State of New Jersey. It is shown on the municipal tax map as lot 15 in block 46. This Property is more fully described in the attached Schedule A.

3. Purchase Price. The purchase price is \$97,751.00.

4. Payment of Purchase Price. The Buyer will pay the purchase price as follows:

Previously paid by the Buyer (initial deposit)	\$ 0.00
Upon signing of this Contract (balance of deposit)	\$ 19,501.00
Amount of mortgage (paragraph 6)	\$ 78,200.00

By assuming the obligation to pay the present mortgage according to its terms. This mortgage shall be in good standing at the closing. Either party may cancel this contract if the Lender does not permit the Buyer to assume the mortgage (estimated balance due) \$ 0.00

By the Seller taking back a note and mortgage for _____ years at _____ % interest with monthly payments based on a _____ year payment schedule. The Buyer will pay the Seller's attorney \$ _____ for the preparation of the necessary documents. The Buyer will also pay all recording costs and provide the Seller with an adequate Affidavit of Title. \$ 0.00

Balance to be paid at closing of title, in cash or by certified or bank cashier's check (subject to adjustment at closing) \$ 0.00

5. Deposit moneys. All deposit moneys will be held in trust by **Reussille Law Firm, LLC, Attorneys for Seller** until closing of title.

6. Mortgage Contingency. The Buyer agrees to make a good faith effort to obtain a first mortgage loan upon the terms listed below. The Buyer has **TWENTY (20) DAYS** to obtain a commitment from a lender for this mortgage loan or to agree to buy the Property without this loan. If this is not done before this deadline, and any agreed upon extensions, either party may cancel this contract.

Type of Mortgage: conventional FHA VA other

Amount of Loan: \$78,200.00 Interest Rate: 4.275%
Length of Mortgage: 30 years with monthly payments based on a _____ year payment schedule.

Points: The Buyer agrees to pay 0 points for a total of \$0.00
The Seller agrees to pay 0 points for a total of \$0.00

7. **Time and Place of Closing.** The closing date cannot be made final at this time. The Buyer and Seller agree to make **February 28, 2014**, the estimated date for the closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at **Reussille Law Firm, LLC, 149 Avenue at the Common, Suite 1, Shrewsbury, New Jersey 07702 OR BY MAIL at the office of James Duberman, Esquire, 281 Main Street, Woodbridge, New Jersey 07095.**
8. **Transfer of Ownership.** At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.
9. **Type of Deed.** A deed is a written document used to transfer ownership of Property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as bargain and sale with covenants against grantors' act.
10. **Personal Property and Fixtures.** Many items of property become so attached to a building or other real Property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are **INCLUDED** in this sale unless they are listed below as being **EXCLUDED**.
- The following items are **INCLUDED** in this sale: gas and electric fixtures, chandeliers, Wall to Wall carpeting, linoleum, mats and matting in halls, screens, shades, awnings, storm windows and doors, television antenna, water pumps, sump pump, water softeners, N/A
 - The following items are **EXCLUDED** from this sale: N/A
11. **Physical Condition of the Property.** This Property is being sold **STRICTLY "AS IS"**. The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The Buyer has inspected the Property and relies on this inspection and any rights which may be provided for elsewhere in this contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear.
12. **Inspection of the Property.** The Seller agrees to permit the Buyer to inspect the Property at any reasonable time before the closing. The Seller will permit access for all inspections provided for in this contract.
13. **Building and Zoning Laws.** The Buyer intends to use the Property as a **ONE (1)** family home. The Seller states that this use does not violate any applicable zoning ordinance, building code or other law. The Seller will obtain and pay for all inspections required by law. This includes any municipal "Certificate of Occupancy". If the Seller fails to correct any violations of law, at the Seller's own expense, the Buyer may cancel this contract.
14. **Flood Area.** The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this Property is in a "flood area" the Buyer may cancel this contract within 30 days of the signing of this contract by all parties.
15. **Property Lines.** The Seller states that all buildings, driveways and other improvements on the Property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this Property.
16. **Ownership.** The Seller agrees to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, except for:
- the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any house or other improvement on the Property;
 - recorded agreements which limit the use of the Property, unless the agreements: (1) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the Property; and
 - all items included in Schedule A as part of the description of the Property.
- In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.
17. **Correcting Defects.** If the Property does not comply with paragraphs 15 and 16 of this contract, the Seller will be notified and given 30 days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this contract or give the Seller more time to comply.

18. Termite Inspection. Buyer is permitted to have the Property inspected by a reputable termite inspection company to determine if there is any damage or infestation caused by termites or other wood-destroying insects. If the Buyer chooses to have this inspection, the inspection must be completed and the Seller notified of the results within 10 days of the signing of this contract by all parties. The Buyer will pay for this inspection. If infestation or damage is found, the Seller will be given 10 days to agree to exterminate all infestation and repair all damage before the closing. If the Seller refuses or fails (within the 10 day period) to agree to exterminate all infestation and repair all damages before the closing, the Buyer may cancel this contract.

19. Risk of Loss. The Seller is responsible for any damages to the Property, except for normal wear and tear, until the closing. If there is damage, the Buyer can proceed with the closing and either:

- require that the Seller repair the damage before the closing; or
- deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property.

In addition, either party may cancel this contract if the cost of repairs is more than 10% of the purchase price.

20. Cancellation of Contract. If this contract is legally and rightfully canceled, the Buyer can get back the deposit and the parties will be free of liability to each other. However, if the contract is canceled in accordance with paragraphs 13, 14, 17, 18 or 19 of this contract, the Seller will pay the Buyer for all title and survey costs.

21. Assessments for Municipal Improvements. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging Property owners to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).

22. Adjustment at Closing. The Buyer and Seller agree to adjust the following expenses as of the closing date: rents, municipal water charges, sewer charges, taxes, interest on any mortgage to be assumed and insurance premiums. If the Property is heated by fuel oil, the Buyer will buy the fuel oil in the tank at the closing date. The price will be the current price at that time as calculated by the supplier. The Buyer or the Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale.

23. Possession. At the closing the Buyer will be given possession of the Property. No tenant will have any right to the Property unless otherwise agreed to in this Contract.

24. Complete Agreement. This Contract is the entire and only agreement between the Buyer and the Seller. This contract replaces and cancels any previous agreements between the Buyer and the Seller. This contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.

25. Parties Liable. This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

26. Notices. All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract, or to that party's attorney.

27. Realtor's Commission. The Seller agrees to pay the REALTOR(s) a commission for services rendered in procuring this sale as follows:

N/A	COMMISSION
NAME OF REALTOR	COMMISSION
Address	Telephone Number
N/A	COMMISSION
NAME OF REALTOR	COMMISSION
Address	Telephone Number

This commission will not be earned until the title is transferred and the purchase price is paid. This commission will be paid at the closing.

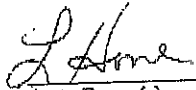
28. Other Terms. Other terms X are are not included on a rider attached to this contract.

29. This transaction is STRICTLY "AS IS" buyers may have inspections, but it is understood that the Seller will not be making any repairs whatsoever since it is STRICTLY "AS IS" and taking into consideration the sales price.

SIGNED AND AGREED TO BY:


Witnessed or Attested by:


Dated Signed:


As to Buyer(s)


1/30/14

1/30/14


WENDY K. WILLIAMSON, BUYER


HONORA A. ROSE, BUYER

BOROUGH OF RUMSON


As to Seller(s)
Thomas S. Rogers, Administrator

BX: 
John E. Ekdehl, Mayor SELLER

SELLER



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan		5. File Number:		7. Loan Number:		6. Mortgage Insurance Case Number:	
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input checked="" type="checkbox"/> Conv. Unins		0366101350					
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins							
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 "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.							
D. Name & Address of Borrower: Wendy K. Williams 1766 Raleigh Court West 108A Ocean, NJ 07712		E. Name & Address of Seller: Borough Of Rumson 80 East River Road Rumson, NJ 07760		F. Name & Address of Lender: Santander Bank, NA. 824 North Market Street Suite 100 Wilmington, DE 19801			
G. Property Location: 19 North Street Rumson, NJ 07760 Block: 46 Lot: 15		H. Settlement Agent: Gateway Title Agency 281 Main Street Woodbridge, NJ 07095 Place of Settlement: 281 Main Street Woodbridge, NJ 07095		TIN: Phone: (973) 887-6910		I. Settlement Date: 3/25/2014 Funding Date: 3/25/2014	
J. Summary of Borrower's Transaction				K. Summary of Seller's Transaction			
100. Gross Amount Due From Borrower				400. Gross Amount Due To Seller			
101. Contract sales price		97,751.00		401. Contract sales price		97,751.00	
102. Personal property				402. Personal property			
103. Settlement charges to borrower (line 1400)		3,919.96		403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. City/town taxes:				406. City/town taxes:			
to				to			
107. County taxes:				407. County taxes:			
to				to			
108. Assessments:				408. Assessments:			
to				to			
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. Gross Amount Due From Borrower		101,670.96		420. Gross Amount Due To Seller		97,751.00	
200. Amounts Paid By Or In Behalf Of Borrower				500. Reductions in Amount Due To Seller			
201. Deposit of earnest money		19,501.00		501. Excess deposit (see instructions)		19,501.00	
202. Principal amount of new loan(s)		78,200.00		502. Settlement charges to seller (line 1400)			
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to			
204.				504. Payoff of first mortgage loan			
205.				505.			
206.				506. Payoff of second mortgage loan			
207.				507.			
208.				508.			
209.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. City/town taxes:				510. City/town taxes:			
to				to			
211. County taxes:				511. County taxes:			
to				to			
212. Assessments:				512. Assessments:			
to				to			
213.				513.			
214. Credit for application fee		399.00		514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. Total Paid By/For Borrower		98,100.00		520. Total Reduction Amount Due Seller		19,501.00	
300. Cash At Settlement From/To Borrower				600. Cash At Settlement To/From Seller			
301. Gross amount due from borrower (line 120)		101,670.96		601. Gross amount due to seller (line 420)		97,751.00	
302. Less amounts paid by/for borrower (line 220)		98,100.00		602. Less reductions in amount due seller (line 520)		19,501.00	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		3,570.96		603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller		78,250.00	

The Public Reporting Burden for this collection of information is estimated to average 36 minutes per response for collecting, reviewing, and reporting the data. 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. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

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L. Settlement Charges		File Number: 0366101330	Loan Number:	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of Commission (Line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement:					
704.					
900. Items Payable in Connection With Loan					
901. Origination charge	\$498.00		(from GFE #1)		
902. Your credit charge (points) for the specific interest rate chosen	\$		(from GFE #2)		
903. Your adjusted origination charges: Santander Bank, NA.			(from GFE #3)	498.00	
904. Appraisal fee to Partners Appraisal Group, Inc.			(from GFE #3)	375.00	
905. Credit report to CBC Innovis			(from GFE #3)	17.99	
906. Tax service to CoreLogic			(from GFE #3)	63.00	
907. Flood certification to DFS National Flood			(from GFE #3)	5.73	
908.					
909.					
910.					
911.					
1000. Items Required By Lender To Be Paid In Advance					
1001. Daily interest charges from 3/25/2014 to 4/1/2014 @ \$0.9504/day			(from GFE #10)		62.72
1002. Mortgage insurance premium for 0 months to			(from GFE #3)		
1003. Homeowner's insurance for 1 years to Allstate ACC/B \$1254.00			(from GFE #11)		
1004.					
1005.					
1006. Reserves Deposited With Lender					
1007. Initial deposit for your escrow account			(from GFE #9)	706.50	
1008. Homeowner's insurance	3 months @ \$04.50 per mo	\$313.50			
1009. Mortgage insurance	months @ per mo	\$			
1004. Property taxes	4 months @ \$51.00 per mo.	\$524.00			
1005.	months @ per mo	\$			
1006.	months @ per mo	\$			
1007.		\$-131.00			
1007. Aggregate Adjustment					
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)	1,756.00	
1102. Settlement or closing fee			(from GFE #5)	105.00	
1103. Owner's title insurance: Gateway Title Agency, LLC		\$610.00			
1104. Lender's title insurance		\$78,200.00			
1105. Lender's title policy limit		\$97,751.00			
1106. Owner's title policy limit		\$552.45			
1107. Agent's portion of the total insurance premium		\$162.55			
1108. Underwriter's portion of the total insurance premium		\$546.00			
1109. Title exam, Not of Sett/Tax/Ass/Bidors/ to Gateway		\$600.00			
1110. Legal Fee to James R. Duberman, Esq.					
1111.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges			(from GFE #7)	330.00	
1202. Dued \$150.00	Mortgage \$180.00	Release \$			
1203. Transfer taxes			(from GFE #8)		
1204. City/County tax/stamps: Deed \$	Mortgage \$				
1205. State tax/stamps: Deed \$	Mortgage \$				
1206.		\$			
1207.		\$			
1300. Additional Settlement Charges					
1301. Required services that you can shop for			(from GFE #9)		
1302.					
1303.					
1304.					
1305.					
1306.					
1307.					
1308.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					3,919.96

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 the HUD-1 Settlement Statement.

Wendy K. Williams 3/28/14 Buyer/Borrower Borough of Rumson Seller

Buyer/Borrower Seller

This Settlement Statement which we prepared is a true and accurate account of this transaction. I've caused or will cause the funds to be disbursed in accordance with this statement.

Gateway Title Agency Settlement Agent Date 3/25/2014

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 or imprisonment. © 2009; 2012 Easy Soft. Previous editions are obsolete. Page 2 of 3 HUD-1

Charges That Cannot Increase (SEE HUD-1 Charges)	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge	#801
Your credit or charge (points) for the specific rate chosen	#802
Your adjusted origination charges	#803
Transfer taxes	#1203
3	

Good Faith Estimate	
498.00	498.00
0.00	0.00
498.00	498.00
0.00	0.00

Charges That Cannot Increase More Than 10%	
Government recording charges	#1201
Appraisal fee	#804
Credit report	#805
Tax service	#806
Flood certification	#807

Good Faith Estimate	
350.00	350.00
375.00	375.00
17.99	17.99
63.00	63.00
5.75	5.75

Total Charges Indicated on HUD-1 Charges	

811.74	791.74
-20.00	or -2.46%

Charges That Can Change	
Initial deposit for your escrow account	#1001
Daily interest charges	#901
Homeowner's insurance	#903
Homeowner's insurance	#903
Title Services & Lenders Title	#1101
Owner's Title Insurance	#1103

Good Faith Estimate	
1,188.28	706.50
161.29	62.72
0.00	0.00
800.00	1,254.00
1,300.55	1,756.00
200.00	105.00

Loan Terms	
Your initial loan amount is	\$78,200.00
Your loan term is	30 Years
Your initial interest rate is	4.125%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$379.00 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % . The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than % .
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$235.50 that results in a total initial monthly amount owed of \$614.50. This includes principal, interest, any mortgage insurance and any items checked below: <input checked="" type="checkbox"/> Property taxes <input type="checkbox"/> Flood insurance <input checked="" type="checkbox"/> Homeowner's insurance <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

PREPARED BY *Martin M. Barger*
MARTIN M. BARGER, ESQ.

DEED



004VCU

This Deed is made on March 17th, 2014.

BETWEEN

BOROUGH OF RUMSON, a Municipal Corporation of the State of New Jersey,
whose address is 80 East River Road, Rumson, New Jersey 07760

referred to as Grantor.

AND

WENDY K. WILLIAMSON and HONORA A. ROSE, joint tenants with rights
of survivorship,

whose address is about to be: 19 North Street, Rumson, New Jersey 07760
referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed
above.

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 NINETY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-ONE
AND NO/100 (\$97,751.00) DOLLARS.

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S. 46:15-1.1) Municipality of Rumson
Block No. 46 Lot No. 15 Account No.
 No Property tax identification 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 Rumson, County of Monmouth and State of New Jersey.
The legal description is:

{X} Please see attached Legal Description annexed hereto and made a part hereof
(check box if applicable).

Being and intended to be the same premises conveyed to Borough of Rumson, a
Municipal Corporation of the State of New Jersey by Deed from 19 North Street, LLC,
dated August 6, 2012, recorded August 9, 2012 in the Monmouth County Clerk's Office
in Book 8964, Page 2527.

The street address of the Property is 19 North Street, Rumson, New Jersey 07760.

NOT CERTIFIED COPY

CLAIRE FRENCH, CITY CLERK
MONMOUTH COUNTY, NJ
INSTRUMENT NUMBER
2014030501
RECORDED ON
APR 23, 2014
9:33:44 AM
BOOK: OR-9062
PAGE: 9842
Total Pages: 5
PROPERTY RECORDING FEE: \$60.00
TOTAL PAID: \$60.00

TITLE INSURANCE COMMITMENT
Issued by Gateway Title Agency, LLC
AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

File No. GTA-9856-14

SCHEDULE C
LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Rumson, in the County of Monmouth, State of New Jersey:

BEGINNING at a point along the southerly line of North Street (50 foot ROW) said point being distant 46.29 feet eastwardly from the intersection of the southerly line of North Street with the easterly line of Forrest Avenue (50 Foot ROW) and from said beginning point running;
THENCE

(1) North 87 degrees 39 minutes 33 seconds east, 50.00 feet along the southerly line of North Street to a point; THENCE

(2) South 02 degrees 20 minutes 27 seconds east, 100.00 feet to a point; THENCE

(3) South 87 degrees 39 minutes 33 seconds west, 50.00 feet to a point; THENCE

(4) North 02 degrees 20 minutes 27 seconds west, 100.00 feet to the point and place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 15, Block 46 on the Borough of Rumson Tax Map.



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)

Names(s)

BOROUGH OF RUMSON, a Municipal Corporation of the State of New Jersey

Current Resident Address:

Street: 80 East River Road

City, Town, Post Office

Rumson

State

NJ

Zip Code

07760

PROPERTY INFORMATION (Brief Property Description)

Block(s)

46

Lot(s)

15

Qualifier

Street Address:

19 North Street

City, Town, Post Office

Rumson

State

NJ

Zip Code

07760

Seller's Percentage of Ownership

100%

Consideration

\$97,751.00

Closing Date

3/24/2014

SELLER 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.

3/17/2014

Date

Signature

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

Date

Signature

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

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

COUNTY MONMOUTH } 66. County Municipal Code
1341

FOR RECORDER'S USE ONLY
Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

MUNICIPALITY OF PROPERTY LOCATION BOROUGH OF RUMSON

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

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

Deponent, BOROUGH OF RUMSON, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the GRANTOR in a deed dated March 17th, 2014, transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 46 Lot number 15 located at
19 NORTH STREET, RUMSON, NEW JERSEY 07780 and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 97,751.00 (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:
(See 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 (See 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.
B. (b) By or to the United States of America, this State, or any instrumentally agency or subdivision.

(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. 116, P.L. 2004, and C. 86, 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 and #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
this 17th day of March, 2014

Linda A. Elbrecht

Linda A. Elbrecht
A Notary Public of New Jersey
My Commission Expires November 1, 2015

[Signature]
Signature of Deponent
80 East River Road, Rumson, NJ
07780

Borough of Rumson
Grantor Name
80 East River Road, Rumson, NJ
07780

Deponent Address

Grantor Address at Time of Sale

XXX-XXX- 0 79

MARTIN M. BARGER, ESQUIRE

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTP-1 form when Section 3A is completed to: STATE OF NEW JERSEY

PO BOX 251
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

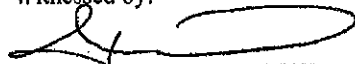
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/tpfoctax.htm

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 promises 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.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed by:


THOMAS S. ROGERS,
Municipal Clerk/Administrator

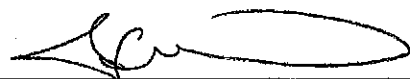
BOROUGH OF RUMSON

By:  (Seal)
JOHN E. EKDAHL, Mayor


STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.
I CERTIFY that on March 17th, 2014.

THOMAS S. ROGERS, personally came before me and this person acknowledged under oath, to my satisfaction

- (a) this person is the Municipal Clerk/Administrator of the Borough of Rumson named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper person who is JOHN E. EKDAHL the Mayor of the Borough;
- (c) this Deed was signed and delivered by the Borough as its voluntary act duly authorized;
- (d) this person knows the proper seal of the Borough which was affixed to the Deed;
- (e) this person signed this proof to attest to the trust of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$97,751.00 (such consideration is defined in N.J.S.A.46:15-5).


(Print name and title below signature)

Signed and sworn to before me on
March 17th, 2014.


Linda A. Elbrocht
A Notary Public of New Jersey
My Commission Expires November 1, 2015

Record & ~~Transfer~~ to: R+R
Duberman Associates, PC
281 Main Street
Woodbridge, New Jersey 07095
(Gateway Title Ag LLC)

PREPARED BY:

MARTIN M. BARGER, ESQ.

DEED



004VCU

This Deed is made on March 17th, 2014.

BETWEEN

BOROUGH OF RUMSON, a Municipal Corporation of the State of New Jersey,
whose address is 80 East River Road, Rumson, New Jersey 07760

referred to as Grantor.

AND

WENDY K. WILLIAMSON and HONORA A. ROSE, joint tenants with rights
of survivorship,

whose address is about to be: 19 North Street, Rumson, New Jersey 07760
referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed
above.

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 NINETY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-ONE
AND NO/100 (\$97,751.00) DOLLAR.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Rumson
Block No. 46 Lot No. 15 Account No.
 No Property tax identification 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 Rumson, County of Monmouth and State of New Jersey.
The legal description is:

{X} Please see attached Legal Description annexed hereto and made a part hereof
(check box if applicable).

Being and intended to be the same premises conveyed to Borough of Rumson, a
Municipal Corporation of the State of New Jersey by Deed from 19 North Street, LLC,
dated August 6, 2012, recorded August 9, 2012 in the Monmouth County Clerk's Office
in Book 8964, Page 2527.

The street address of the Property is 19 North Street, Rumson, New Jersey 07760.

M. CLAIRE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2014030501

RECORDED ON

APR 23, 2014

9:33:44 AM

BOOK: OR-9062

PAGE: 9842

Total Pages: 5

COUNTY RECORDING FEES \$80.00

TOTAL PAID \$80.00

TITLE INSURANCE COMMITMENT
Issued by Gateway Title Agency, LLC
AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

File No. **GTA-9856-14**

SCHEDULE C
LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Rumson, in the County of Monmouth, State of New Jersey:

BEGINNING at a point along the southerly line of North Street (50 foot ROW) said point being distant 46.29 feet eastwardly from the intersection of the southerly line of North Street with the easterly line of Forrest Avenue (50 Foot ROW) and from said beginning point running;
THENCE

(1) North 87 degrees 39 minutes 33 seconds east, 50.00 feet along the southerly line of North Street to a point; THENCE

(2) South 02 degrees 20 minutes 27 seconds east, 100.00 feet to a point; THENCE

(3) South 87 degrees 39 minutes 33 seconds west, 50.00 feet to a point; THENCE

(4) North 02 degrees 20 minutes 27 seconds west, 100.00 feet to the point and place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 15, Block 46 on the Borough of Rumson Tax Map.



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)

Names(s)

BOROUGH OF RUMSON, a Municipal Corporation of the State of New Jersey

Current Resident Address:

Street: 80 East River Road

City, Town, Post Office
Rumson

State
NJ

Zip Code
07760

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
46	15	

Street Address:
19 North Street

City, Town, Post Office
Rumson

State
NJ

Zip Code
07760

Seller's Percentage of Ownership
100%

Consideration
\$97,751.00

Closing Date
3/24/2014

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

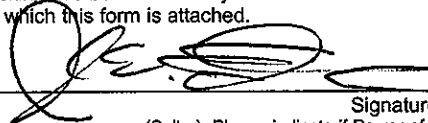
1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred 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.

3/17/2014

Date


Signature

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

Date

Signature

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

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

COUNTY

MONMOUTH

SS. County Municipal Code
1341

MUNICIPALITY OF PROPERTY LOCATION BOROUGH OF RUMSON

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by seller	\$ _____
Date	By _____

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

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

Deponent, BOROUGH OF RUMSON, being duly sworn according to law upon his/her oath, (Name) deposes and says that he/she is the GRANTOR in a deed dated March 17th, 2014 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 46 Lot number 15 located at 19 NORTH STREET, RUMSON, NEW JERSEY 07760 and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 97,751.00 (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:

(See 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 (See 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. 8. (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision.

(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 and #12 on reverse side)

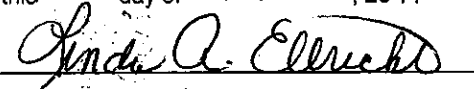
- Entirely new improvement. Not previously occupied.
- Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

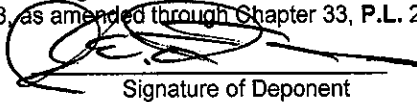
- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(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 this 17th day of March, 2014



Linda A. Elbrecht
A Notary Public of New Jersey
My Commission Expires November 1, 2015



80 East River Road, Rumson, NJ
07760

Deponent Address

XXX-XXX- 079

Last three digits in Grantor's Social Security Number

Borough of Rumson

Grantor Name

80 East River Road, Rumson, NJ
07760

Grantor Address at Time of Sale

MARTIN M. BARGER, ESQUIRE

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County _____
Deed Number	Book _____ Page _____
Deed Dated	Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/lpt/localtax.htm

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 promises 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.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed by:



THOMAS S. ROGERS,
Municipal Clerk/Administrator

BOROUGH OF RUMSON

By:  (Seal)

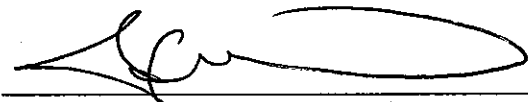
JOHN E. EKDAHL, Mayor

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.

I CERTIFY that on March 17th, 2014.

THOMAS S. ROGERS, personally came before me and this person acknowledged under oath, to my satisfaction

- (a) this person is the Municipal Clerk/Administrator of the Borough of Rumson named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper person who is JOHN E. EKDAHL the Mayor of the Borough;
- (c) this Deed was signed and delivered by the Borough as its voluntary act duly authorized;
- (d) this person knows the proper seal of the Borough which was affixed to the Deed;
- (e) this person signed this proof to attest to the trust of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$97,751.00 (such consideration is defined in N.J.S.A.46:15-5).



(Print name and title below signature)

Signed and sworn to before me on
March 17th, 2014.



Linda A. Elbrecht
A Notary Public of New Jersey
My Commission Expires November 1, 2015

Record & ~~Register~~: R+R
Duberman Associates, PC
281 Main Street
Woodbridge, New Jersey 07095
(Gateway Title Ag LLLC)



Affordable Housing Alliance

59 Broad Street Eatontown, NJ 07724
Ph:(732) 389-2958 Fax: (732) 389-3163
www.housingall.org

68 Black Point Rd
Rumson NJ. 07760

Applicant: Patrick Escalante SS#: [REDACTED] Phone: (c) (732) 803-6473
Co-Applicant: Claudia Escalante SS#: [REDACTED] Phone: (w) n/a
Address: 357 Meadowbrook Ave. City: Eatontown State: NJ Zip: 07724

The applicant has submitted a Preliminary Application to the Affordable Housing Alliance for an affordable housing unit that has been restricted for occupancy by low and moderate-income eligible household. This application has been reviewed, the information therein has been verified according to Alliance procedures, and a determination has been made that the applicant is income-qualified for an affordable housing unit; The Affordable Housing Alliance hereby certifies the applicant for an affordable unit per specified household and unit characteristics.

Total# of Household Members: 1 Total# of Minors: 1 Gross Yearly Income: \$
COAH Low Income: n/a COAH Moderate Income: 42% Gross Monthly Income: \$
HUD \$ Max: n/a HUD \$ Max (!): @ Mortgage Pre-Approval: Yes
Referred Unit Size: 3Bdrm Housing Choice Voucher: Yes No X Credit Review (Score): Yes
HCV (Estimated HAP): \$ n/a

Single Family Home Two Family Home Manufactured Home Condominium Unit

SALE UNIT

Recommended Monthly Housing Payment @ 33% \$ 953
Recommended Monthly Housing Payment @ 28% \$ 809
Referred Unit Price (Purchase): \$ 196,500
Final Price: \$ 120,000

P&I \$ 506 Taxes \$ 242 Ins \$ 100 PMI) \$ 0

TOTAL ESTIMATED MONTHLY HOUSING COST \$ 848 @ 3%

Security deposits, closing costs, attorney's fees, mortgage points, and other costs of rental or sale are not included in these calculations and are the responsibility of the prospective buyer or renter. All housing designated for low and moderate-income eligible households is subjected to deed restrictions. The Certified Household acknowledges receipt of the Disclosure Closure Statement wherein these restrictions have been described and stipulates the same by signing this Certification. The Certification expires 180 days from the date of signature unless it is extended by written confirmation from the Affordable Housing Alliance. The undersigned hereby states that all information submitted to the Affordable Housing Alliance for the purpose of obtaining this certification is true and complete to the best of the applicant's knowledge. The applicant also acknowledges that the Affordable Housing Alliance has relied on this information for the purpose of referring income-eligible households to vacant units that have been designated as affordable housing units pursuant to the Fair Housing Act (P.L. 1985, Chapter 222) and that a false statement or misrepresentation of fact may be cause for program disqualification and/or the initiation of any applicable legal remedies.

NOTHING HEREIN SHALL BE INTERPRETED AS ASSURANCE THAT CERTIFIED HOUSEHOLD WILL OBTAIN AFFORDABLE HOUSING THROUGH THIS CERTIFICATION.

Patrick Escalante / -Zot't' / /j./1.,Jois
Certified Household Signature Date Affordable Housing Alliance Representative Date
Claudia Escalante \1-16-1g.
Certified Household Signature Date

Contract for Sale of Real Estate

This contract is made on December 20, 2019

BETWEEN HABITAT FOR HUMANITY IN MONMOUTH COUNTY, INC., a Not for Profit corporation of the State of New Jersey (Tax ID # 22-3284309)

Whose address is 45 South St Freehold NJ 077287, referred to as the "Seller"

AND, PATRICK AND CLAUDIA ESCALANTE (SS # [REDACTED], Patrick Escalante, SS# [REDACTED], Claudia Escalante.)

Whose address is 357 Meadowbrook Ave., Eatontown, NJ 07724, referred to as the "Buyer"

The words "Buyer" and "Seller" include all Buyers and Sellers listed above.

1. Purchase Agreement . The Seller agrees to sell and the Buyer agrees to buy the Property (called the Property) described in this Contract,
2. Property. The Property is to be sold consists of : (a) the land and all of the buildings, other improvements and fixtures on the land; (b) all of the seller's rights relating to the land, and (c) all personal property specifically included in this Contract. The real Property to be sold is commonly known as 68 Blackpoint Rd, Rumson NJ, County of Monmouth and State of New Jersey. It is shown on the municipal tax map as Lot 5 and Block 54. This Property is more fully described in the attached Schedule A.
3. Purchase Price. The purchase price is \$196,500.
4. Payment of Purchase Price. The Buyer will pay the purchase price as follows:

Deposit monies in the amount of \$2,500 due from the Buyer as follows: \$500 upon signing this Contract to be held by Seller's Attorney, Mark R. Aikins, Esquire, 3350 Route 138 Building 1, Suite 113, Wall New Jersey 07719; the balance of \$2000 shall be paid at closing. Said deposit monies shall be credited toward closing costs and not purchase price.

Amount of mortgage (paragraph) \$120,000

Pursuant to Restrictive Deed covenant set forth in paragraph in this Contract \$ 76,500

The Buyer shall obtain a third party originated mortgage and if the amount of said mortgage is different from the above mentioned mortgage then and in such event the amount of the

Restrictive Deed covenant set forth in paragraph of this contract shall be amended to reflect the difference (an increase or decrease as the case may be) between the Restrictive Deed covenant set forth in paragraph of this annexed thereto and recorded with the third party originated mortgage. In the event that the Buyer is unable to secure a third party originated loan, the loan will be provided by the Seller at a rate and payment determined to be affordable using the Habitat for Humanity International guidelines.

The Buyer will pay the Seller's attorney \$1,000 for the preparation of the necessary closing documents. The buyer will also pay all recording costs and provide the Seller with an adequate Affidavit of Title.

5. **Deposit Monies.** All deposit monies will be held in trust by Seller's Attorney Mark R. Aikins, Esquire 3350 Route 138 Building 1 Suite 113 Wall New Jersey 07719, until the closing of title or cancellation of this Contract in accordance with the terms hereof.

6. **Mortgage.** The forms of first lien mortgage, first lien mortgage note will be provided by the third party lender or if a third party lender is not secured, by the Seller. The Seller shall provide the forms of the Second Lien Mortgage, and Second Lien Mortgage Note. The terms of the Second Lien Mortgage and Second Lien Mortgage Note in the amount of \$76,500 (adjusted accordingly if first mortgage is not a third party origination of \$120,000) shall be pursuant to the terms and restrictions as contained in the attached Exhibit 1 and Exhibit 2. The Second Lien Mortgage shall not be recorded unless the Buyer violates the provisions of the restrictive covenant set forth in paragraph of this Contract.

7. **Time and Place of Closing.** The closing date cannot be made final at this time. The Buyer and the Seller agree to make Jan. 29, 2019, the estimated date for the closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at law offices of Seller's Attorney, Mark R Aikins, Esquire 3350 Route 138 Building 1 Suite 113 Wall New Jersey 07719.

8. **Transfer of Ownership.** At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed Restrictive Deed and an adequate Affidavit of Title. The Seller will also deliver a corporate resolution authorizing the sale.

9. **Type of Deed.** A deed is a written document used to transfer ownership of Property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a Restrictive Deed (as attached hereto as Exhibit 3) and an Affidavit of Title. The Restrictive Deed shall contain a covenant as to the Buyer being obligated to pay the Seller the sum of \$76,500 (adjusted accordingly if first mortgage is not a third party origination of \$120,000) in the event of any transfer, conveyance, mortgaging, creation of any lien or any interest in the Property to a third

party for a period of thirty (30) years following the closing. After the period of thirty (30) years following the closing, this covenant shall terminate and be of no further force and effect.

10. **Personal Property and Fixtures.** Many items of property become so attached to a building or other real property that they become part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are INCLUDED in this sale unless they are listed below as being EXCLUDED.

a) The following items are INCLUDED in this sale:

b) The following items are EXCLUDED from this sale: None

11. **Physical Condition of the Property.** This Property is being sold "As Is". The Seller does not make any claims or promises about the condition or value of any the Property included in this sale. The Buyer has inspected the Property and relies on this inspection and any rights which may be provided for elsewhere in this Contract. Until the closing date, the Seller agrees to maintain the grounds, building and improvements subject to ordinary wear and tear. As of the closing date, the Seller agrees to leave the Property in broom-clean condition, free of debris.

12. **Inspection of the Property.** The Seller agrees to permit the Buyer to inspect the Property at any reasonable time before closing. The Seller will permit access for all inspections provided for in this contract.

13. **Building, Zoning and Municipal Laws.** The Buyer intends to use the Property as a one-family home. The Seller states that this use does not violate any applicable zoning ordinance building code or other law. The Seller will obtain and pay for all inspections required by law. This includes any municipal "Certificates of Occupancy". If the Seller fails to correct any violations of law, at the Seller's own expense, the Buyer may cancel this Contract.

14. **Flood Area.** The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this Property is in a "flood area" the Buyer may cancel this Contract within 30 days of the signing of the Contract by all parties.

15. **Property Lines.** The Seller states that all buildings, driveways, and other improvements on the Property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this Property.

16. **Ownership.** The Seller agrees to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, except for:

- The rights of the utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any house or any other improvement on the property.
- Recorded agreements which limit the use of the Property, unless the agreements (1) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the Property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exception.

17. **Correcting Defects.** If the Property does not comply with paragraphs 15 or 16 of this Contract, the Seller will be notified and given 30 days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this Contract or give the Seller more time.

18. **Inspection of Property by Buyers:**

A. **Kind of Inspections.** The Buyer may have the Property inspected by a home inspection service or by a construction expert at the Buyer's expense. The inspection may include the structural and mechanical condition of the Property, the presence of radon gas, along with the inspection of the plumbing, heating, cooling and electrical systems. The Buyer may also inspect the septic or other sewerage disposal system and test the well, water system and the quality of the water. The Buyer may also make an inspection to determine if the Property is free of any damage or infestation caused by termites, dry rot, fungi, wood-destroying insects and other pests or organisms.

B. **Time and Access for Inspections.** All inspections must be completed and Seller notified of results within 15 days of this Contract being executed by all parties. The Seller agrees to provide the Buyer with reasonable access to make all of the inspections provided for in this Contract.

C. **Results of Inspections and Remedies.** If the inspections reveal any serious defects and the parties do not agree on what corrective actions or repairs are to be made by the Seller, either party may cancel this Contract.

19. Private Well Testing Act NJS 58:12A-26 et seq

A. Applicability. If the Property (i) has a potable water supply furnished by a private well located on the property, or (ii) the potable water supply is furnished by a well that has fewer than 15 service connections or that does not have regular service an average of at least 25 individuals daily at least 60 days out of the year, then the water supply must be tested as a condition of sale.

B. Testing Parameters. The water test must conform to the parameters established in the Private Well Testing Act and any additional parameters as required by the Department of Environmental Protection.

C. Disclosure. Closing of title shall not occur unless both the Buyer and the Seller have received and reviewed a copy of the water test results. At closing, the Buyer and Seller shall certify in writing that they have received and reviewed the water test results.

20. Risk of Loss. The Seller is responsible for any damage to the Property, except for normal wear and tear, until the closing. If there is damage, the Buyer can proceed with the closing and either:

(a) require that the Seller repair the damage before the closing, or

(b) deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property.

In addition, either party may cancel this Contract if the cost of the repair is more than 10% of the purchase price.

21. Cancellation of Contract. If this Contract is legally and rightfully canceled, there will be no liquidated damages and the parties shall be left to their respective legal and equitable remedies.

22. Assessments for Municipal Improvements. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging Property owners to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the closing will be paid by the Seller at or before closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, The Seller will pay an estimated amount at the closing. When the amount of charge is finally determined, The Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).

23. **Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses as of the closing date: rents, municipal water charges, sewer charges, taxes, interest on any mortgage to be assumed and insurance premiums. If the Property is heated by fuel oil, the Buyer will buy the fuel oil in the tank as of the closing date. The price will be the current price at the time as calculated by the supplier. The Buyer or the Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale.
24. **Possession.** At the closing, the Buyer will be given possession of the Property. No tenant will have any right to the Property unless otherwise agreed to in this Contract.
25. **Notices.** All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written on this Contract or to that party's attorney.
26. **New Residential Construction.** If this Contract is for the sale of a new residential property, a Notification Regarding Off-Site Conditions MUST be attached to notify the purchaser regarding off-site conditions which may affect the value of this Property.
27. **Realtor's Commission.** The Seller and Buyer agree that no REALTOR(s) was commissioned and no commission is due for services rendered in procuring this sale.
28. **Equity Hours.** The Seller has apprised the Buyer of the hours of work equity required of participants in becoming Buyers in accordance with the guidelines of Habitat for Humanity in Monmouth County, Inc., concerning this Property; and if the Buyer has not completed the required hours of equity at the time of closing, the Buyer shall have one year from the date hereof to complete the hours of work equity required of participants to become Partners in accordance with such guidelines. In the event the Buyer fails to complete the requirements in the one year timeframe, the Buyer shall compensate Habitat for Humanity in Monmouth County, Inc., at the sum of \$25 for each hour of uncompleted work. The parties agree that in the event payment is due and not made by the Partner/Buyer, then such amount shall become a lien against the Property in accordance with the terms hereof.
29. **No Assignment.** This agreement may not be assigned by the Buyer without the written consent of the Seller. This means that the Buyer may not transfer to anyone else his/her rights under this agreement to buy the Property.
30. **Other.** The Seller may, at the Seller's sole discretion, allow Buyer to use and occupy the Property prior to closing of title.
31. **Parties Liable.** This Contract is binding upon all parties who sign and all who succeed their rights and responsibilities.

32. Complete Agreement. This Contract is the complete and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller. This Contract can only be changed by an agreement in writing signed by both the Buyer and the Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.

33. Attorneys. Fax or Email transmissions with confirmations between the attorneys for Buyer and attorney/agent for the Seller shall satisfy all notice requirements.

SIGNED AND AGREED TO BY:

Witnessed or Attested By:

Date Signed

HABITAT FOR HUMANITY

IN MONMOUTH COUNTY INC

Gene Macchiarri

11/20/18

Diane Kinnane

AS TO SELLER

Diane Kinnane

Executive Director

Marianne Herring

12-20-2018

Patrick Escalante

AS TO BUYER

Patrick Escalante

Claudia Escalante

Claudia Escalante



Monmouth County Document Summary Sheet



MONMOUTH COUNTY CLERK
 PO BOX 1251
 MARKET YARD
 FREEHOLD NJ 07728

Return Name and Address *C No Change*
 Record & Return via Interoffice Mail
 Monmouth County Community Development /Township of Freehold
 Hall of Records Annex, One East Main Street, 2nd Floor, Freehold, NJ 07728
 Attention: Sabrina Dunn

Official Use Only

KRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
 2019044166
 RECORDED ON
 May 20, 2019
 3:40:28 PM
 BOOK: OR-9349
 PAGE: 881
 Total Pages: 16

COUNTY RECORDING FEES \$0.00
 TOTAL PAID \$0.00

Submitting Company Monmouth County Office of Community Development

Document Type Deed-Agreement

Document Date (mm/dd/yyyy) 03/29/2019

Total Number of Pages (Including the cover sheet) 16

Consideration Amount (if applicable)

MAY 20 2019



500200

Official Use Only

1 of 2

16

	Name(s) (Last Name, First Name or Company Name)	Address (Optional)			
First Party	Escalante, Patrick A. Escalante, Claudia	88 Blackpoint Road, Rumson, NJ 07760			
Second Party	Monmouth County Office of Community Development	One East Main Street, 2nd Floor, Freehold, NJ 07728			
The Following Section is Required for DEEDS Only					
Parcel Information	Municipality	Block	Lot	Qualifier	Property Address
Recording Reference to Original Document (if applicable)					
Reference Information (Marginal Notation)	Book	Beginning Page		Instrument No.	

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

PREPARED BY: DANTE M. ALFIERI, ESQ.
ATTORNEY AT LAW

**HOUSING AGREEMENT:
A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MONMOUTH COUNTY HOME FIRST-TIME HOMEBUYERS ASSISTANCE
PROGRAM**

AGREEMENT, made on or as of the 3/29/2019 by and between the County of Monmouth (hereinafter referred to as the "County"), a governmental corporation of the State of New Jersey, having offices at the Hall of Records Annex, One East Main Street, Freehold, New Jersey 07728-1255 and Patrick A. Escalante and Claudia Escalante, whose address is 68 Blackpoint Road, Rumson, NJ 07760 (hereinafter referred to as the "Borrower").

WITNESSETH:

WHEREAS, the County of Monmouth has executed a contract with Patrick A. Escalante and Claudia Escalante for the use of HOME Program Funds for an interest free deferred second mortgage for the purchase of a single family dwelling unit; and

WHEREAS, The Monmouth County Community Development Program and/or the County and HOME contract requires that the unit remain the primary principal residence of the Borrower for a minimum of five (5) years; and

WHEREAS, it is in the best interests of the County of Monmouth and the Monmouth County Community Development Program to establish contractual guarantees and procedures by which the County of Monmouth will ensure that the housing unit is to remain the primary principal residence of the Borrower; and the unit shall continue to be occupied by Borrower for the time and in the manner set forth in the contract and for the receipt of HOME program funds; and

WHEREAS, the purpose of this Agreement is to ensure that the housing unit to be purchased heretofore described remains the primary principal residence for a minimum period of five (5) years; and

WHEREAS, this Agreement ensures that the controls are contained within the deed to the premises, incorporated into and recorded with the property deed so as to bind the owner of described premises and notify all future purchasers of the housing

unit that the housing unit is encumbered with controls; and the Borrower of the described premises hereby agrees to enter into this Agreement thereby restricting the sale of the housing unit for a period of five years.

WHEREAS, The Monmouth County Community Development HOME Program regulations require the home to remain affordable to households of low and very low income for a period of **five (5) years** so as the project can be reported as completed in the Integrated Disbursement and Information System (IDIS) or its successor to the U.S. Department of Housing and Urban Development; and

WHEREAS, this Agreement ensures that the affordability controls are recited in the deed to the premises incorporated into and recorded with the property deed so as to bind the sponsor of described premises and notify all future purchasers during the five (5) year affordability period that the home is encumbered with affordability controls; and the owner of the described premises hereby agrees to enter into the Agreement thereby restricting the sale or rental of the housing project to low and very low income eligible households.

NOW, THEREFORE, it is on this 3/29/2019 agreed by and between the County of Monmouth and Patrick A. Escalante and Claudia Escalante as follows:

I. DEFINITIONS

"**Agreement**" shall mean the written Housing Agreement between the County and the Borrower of a Housing unit/project which places restrictions on Housing units and/or projects so that they remain the primary principal residence of the borrower for a period of five (5) years.

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

"**Closing Costs**" shall mean those costs of a real estate sale that are incurred by the buyer and seller at the time of sale including but not limited to, attorney's fees, title insurance fees mortgage points, real estate transfer fees, and applicable real estate broker fees.

"**County**" shall mean the County of Monmouth or its designated agent.

"Eligible Household" shall mean a household whose preliminary application has been reviewed by the County or its authorized agent, whose unverified estimated total Gross Annual Income is judged to be Low or Very Low Income pursuant to applicable guidelines, and whose name has been placed on a waiting list for affordable housing.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of a Housing project under the First Time Homebuyer Program.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on income reported to the Internal Revenue Services (IRS).

"HOME" shall mean the HOME Investment Partnership Program as established by the National Affordable Act of 1990.

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

"HUD" shall mean the U.S. Department of Housing and Urban Development.

"Index" shall mean the measured percentage of change in the median income for a Household of four persons by geographic region using the Section 8 income guideline approved for use by HUD.

"Low Income Household" shall mean a Household whose total Gross Annual income is greater than 50% but does not exceed 80% of the median gross income established by geographic region and household size using the income guideline approved for use by HUD.

"MCCDP" shall mean the Monmouth County Community Development Program.

"Purchaser" shall mean a Certified Household who has signed a contract to purchase a Housing unit subject to a mortgage commitment and closing.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Housing unit including the mortgage payment (principal, interest, and private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

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

II. REQUIREMENTS

1. This Housing Agreement (hereinafter referred to as the "Agreement"), shall be recorded with the Monmouth County Clerk, the County in which the Housing unit is located, and contains restrictive covenants running with the land with respect to the unit described and identified in the Agreement.

2. The Agreement sets forth the terms, restrictions and provisions applicable to the unit. The terms, restrictions and provisions of the instrument shall bind all Purchasers and Owners of the Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, assigns and administrators.

3. This Agreement shall be executed by the County and the Borrower or the then current title holder of record of the property upon which the Housing unit is to be situated prior to its recording.

A. Housing Sales Units

1. The Borrower shall not sell, rent or otherwise transfer the unit for a period of five (5) years.

2. If the unit is sold, rented, or otherwise transferred, the entire loan shall be due and payable in accordance with the terms and conditions of the Note and Mortgage governing the loan.

III. PROPERTY DESCRIPTION

The property shall be described as 68 Blackpoint Road, Borough of Rumson, NJ 07760, Block: 54, Lot: 5.

IV. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of conveyance and Lease Agreements made by Borrower within a period of five (5) years relating to the property which is the subject of this agreement shall include the following clause in a conspicuous place:

"The Owner's right, title and interest in this project/unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an agreement entitled "Housing Agreement: A Declaration of Covenants, Conditions and Restrictions" dated 3/29/2019 and recorded in the Monmouth County Clerk's Office."

V. COVENANTS RUNNING WITH LAND

The provisions of this Housing Agreement shall constitute covenants running with the land with respect to the Housing unit affected hereby and shall bind all Purchasers and Owners of each Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein and as set forth in Section XX: (EXPIRATION OF RESTRICTIONS)

VI. OWNER RESPONSIBILITIES

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

1. The Housing unit shall at all times remain the primary residence of the Borrower. The Borrower shall not rent such Housing project to any party whether or not that party qualifies as Low or Very Low Income Household.
2. All home improvements made to the Housing Unit shall be at the Borrower's expense.
3. The Borrower shall keep the Housing unit in good repair.

4. Borrower shall pay all taxes, charges, assessments or levies, both public and private, assessed against the property or any part thereof, as and when the same become due.

5. The Borrower shall not permit any lien, other than the First Purchase Money Mortgage or a County approved second mortgage or, lien(s) of the County to attach and remain on the property for more than sixty (60) days.

6. If the property is part of a condominium, homeowners, or cooperative association, the Borrower, in addition to paying any assessments required by the Master Deed of the Condominium or By-Laws, will fully comply with all terms, conditions and restrictions of this Agreement.

7. The Borrower shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the County and HUD.

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

VII. VIOLATION, DEFAULTS AND REMEDIES

Upon a violation of any of the provisions of this Agreement by the Borrower, the County may give written notice to the Borrower specifying the nature of the violation and requiring a correction with a reasonable period of time as specified in the notice.

The Borrower shall be obligated to notify the County that the violation has been corrected within the reasonable time period or that additional time is needed for the correction. The County may grant additional time for good cause and notify the Borrower that additional time has been granted.

If the Borrower does not forward written notification, as required or correct the violation within the time specified, the County may declare a default of this Agreement.

The interest of any Borrower may, at the option of the County, be subject to forfeiture in the event of a substantial breach of any of the terms, restrictions and

provisions of this Agreement which remain in default for a period of sixty (60) days after receipt of the Notice.

If a Borrower makes any misrepresentation in connection with the purchase of a housing unit pursuant to this Agreement, the County may apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale, lease, or transfer in violation of this Agreement, a declaration that a sale or transfer in violation of this Agreement is void, or for any other relief as may be deemed appropriate.

The provisions of this section may be enforced by the County by court action seeking a judgment which would result in the termination of the Borrower's equity or other interest in the unit. Any judgment shall be enforceable as if same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the particular Housing unit.

A court judgment of default shall obligate the Borrower to repay the entire principal and interest of the loan made under this program.

The Borrower shall remain fully obligated, responsible and liable for complying with the terms and restrictions of this Agreement until such time as title is conveyed to a new Owner and repayment is made to the County in accordance with the contemporaneously executed and accompanying Mortgage and Mortgage Note.

VIII. RECAPTURE

In the event of a foreclosure on the Property within the restricted period, the net proceeds (if any) of the foreclosure sale shall be used to repay in full (one-hundred percent) of the loan secured by the Mortgage and Note dated the date hereof. Net proceeds are the funds remaining after the first lien is satisfied. If there are no net proceeds there is no recapture obligation.

IX. SUBORDINATION

There is no right to subordination without the written consent of the MCCDP and/or County. The MCCDP and/or County will not consider/permit a subordination of the loan evidenced by the Mortgage and Note dated the date hereof, unless a request for same is submitted in writing and meets the subordination policy delineated in the

Monmouth County HOME First-Time Homebuyers Assistance Program Policy Guidelines, as amended.

X. RIGHT TO ASSIGN

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

XI. DISCLOSURE STATEMENT

The Borrower shall provide a disclosure statement as approved by the County to all Purchasers prior to the execution of any contract to purchase within the five (5) year restriction period. The Borrower shall provide to Purchasers, a copy of the existing regulations and procedures promulgated by the County and a copy of this Agreement together with any duly approved and recorded amendments at the time the contract of sale is executed and delivered to the prospective purchaser.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this agreement shall be interpreted so as to avoid financial speculation and profiteering in the Housing projects for the duration of this Agreement.

XIII. NOTICES

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

To the owner:

At the address of the property stated in Section III (PROPERTY DESCRIPTION) hereof.

To the County:

ATTENTION: Director of the Monmouth County
Board of Chosen Freeholders
Hall of Records
One East Main Street
Freehold, New Jersey 07728

and

County of Monmouth
Division of Planning
Office of Community Development
Hall of Records Annex, 2nd Floor
One East Main Street
Freehold, NJ 07728

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

XIV. SUPERIORITY OF AGREEMENT; RELATION TO FIRST PURCHASE MONEY MORTGAGE

The Borrower warrants that no other Agreement has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Borrower, the County and their respective successors. An exception to the foregoing sentence is that the County and Borrower(s) acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Purchase Money Mortgage. The terms and provisions of the First Purchase Money Mortgage are paramount and controlling, and they superseded any other terms and provisions hereof in conflict therewith.

XV. SEVERABILITY

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

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

XVI. CONTROLLING LAW

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

XVII. BORROWER'S CERTIFICATION

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

XVIII. CHANGES TO THIS AGREEMENT

The County may change the content of this Agreement from time to time to conform with changes to substantive rules or regulations that may be promulgated by the County or HUD hereafter. Such changes shall not be made retroactive and Borrower shall only be subject to those provisions contained in the signed Agreement.

XIX. AGREEMENT

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

XX. EXPIRATION OF RESTRICTIONS

A. The terms, restrictions and covenants of this Housing Agreement shall automatically expire and terminate at five (5) years from the date hereof unless a greater or lesser period of time has been approved by the County. The terms, restrictions and covenants of this Housing Agreement shall also automatically expire in the event of a foreclosure or deed in lieu of foreclosure of the First Purchase Money Mortgage or upon assignment of the First Purchase Money Mortgage to the Secretary of Housing and Urban Development and any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a First Purchase Money Mortgage shall receive title to the Property free and clear from such restrictions.

B. Upon expiration of restrictions, the County shall execute a document in recordable form evidencing that such Housing unit has been forever released from the restrictions of this Housing Agreement.

If additional Housing units are covered by this Agreement, each additional unit shall have an expiration date imposed on the unit as described in this Paragraph included as part of the Property Description in Section III.

Not Certified Copy

WITNESSED BY:

[Signature]

DATE: 3-29-19

OWNER(S):

[Signature]
Patrick A. Escalante

[Signature]
Claudia Escalante

Not Certified Copy

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey
County of Monmouth

On this 3/29/2019, before me, personally appeared Patrick A. Escalante, who I am satisfied is the person(s) named in and who executed this document, and who signed, sealed, and delivered the same as his voluntary act and deed, for the purpose herein specified.



NOTARY PUBLIC

LORI HARVEY
ID # 83476
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 10, 2020
DATE WHEN COMMISSION EXPIRES

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey
County of Monmouth

On this 3/29/2019, before me, personally appeared Claudia Escalante, who I am satisfied is the person(s) named in and who executed this document, and who signed, sealed, and delivered the same as his voluntary act and deed, for the purpose herein specified.


NOTARY PUBLIC
LORI HARVEY
ID # 83476
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 10, 2020

DATE WHEN COMMISSION EXPIRES

ATTEST:

COUNTY OF MONMOUTH

BY: *Marion Masnick*
MARION MASNICK, Clerk
Monmouth County Board of Chosen
Freeholders

Thomas A. Arnone
THOMAS A. ARNONE, Director
Monmouth County Board of Chosen
Freeholders

STATE OF NEW JERSEY :

SS:

COUNTY OF MONMOUTH :

BE IT REMEMBERED, that on this 17th day of May, 2019 before me the subscriber, Thomas A. Arnone, personally appeared, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Director of said Board; that the execution, as well as the making of this instrument, has been duly authorized by a proper Resolution of the Monmouth County Board of Chosen Freeholders; that deponent well knows the Corporate Seal of said Board; and that the seal affixed to said instrument is such Board seal and was thereto affixed, and said instrument signed and delivered by said Director, as and for his voluntary act and deed and as and for the voluntary act and deed of said Board, in the presence of deponent, who thereon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me on
This 17th day of May, 2019

Susan Comey Trembley
Notary Signature

SUSAN COMEY TREMBLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 18, 2021

The face amount of the within MORTGAGE is hereby reduced to the principal .
sum of _____ dollars (_____).

COUNTY OF MONMOUTH
DIVISION OF PLANNING
OFFICE OF COMMUNITY DEVELOPMENT
HALL OF RECORDS ANNEX
ONE EAST MAIN STREET, 2ND FLOOR
FREEHOLD, NJ 07728

BY _____ (Authorized Official)

To the County Recording Officer of Monmouth County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated: _____, 201__.
(Seal)

I certify that the signature of the Lender is genuine:

Print Name & Title


Record & Return to:

COUNTY OF MONMOUTH
DIVISION OF PLANNING
OFFICE OF COMMUNITY DEVELOPMENT
HALL OF RECORDS ANNEX
ONE EAST MAIN STREET, 2ND FLOOR
FREEHOLD, NJ 07728
ATTENTION: PROGRAM DIRECTOR



Monmouth County Document Summary Sheet



MONMOUTH COUNTY CLERK PO BOX 1251 MARKET YARD FREEHOLD NJ 07728	Return Name and Address Coastal Title Agency, Inc. P. O. Box 740 Freehold, New Jersey 07728 <i>CT 72092</i>	 500SXQ
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Official Use Only

CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2019031733
 RECORDED ON
Apr 12, 2019
9:10:15 AM
BOOK=OR-9343
PAGE=4088
 Total Pages: 7

COUNTY RECORDING \$100.00
 DEEDS
 REALTY TRANSFER \$266.25
 DEEDS
 TOTAL PAID \$366.25

Submitting Company	Coastal Title Agency, Inc.
Document Type	Deed
Document Date (mm/dd/yyyy)	
No. of Pages of the Original Signed Document (Including the cover sheet)	7
Consideration Amount (If applicable)	\$196,500.00
<i>APR 05 2019 LK</i> <i>266²⁵</i> <i>7</i> <i>APR 11 2019 LK</i> <i>172</i> <i>5</i>	

First Party <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>	Address (Optional)
	Habitat for Humanity in Monmouth County, Inc.	
Second Party <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>	Address (Optional)
	Escalante, Patrick Escalante, Claudia	

Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
	Rumson Borough	54	5		68 Black Point Road
Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

***DO NOT REMOVE THIS PAGE.**
 DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF MONMOUTH COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

Restrictive Deed

New Construction

This Deed is made on

3/29/19

BETWEEN

Habitat for Humanity in Monmouth County, Inc.

a Not-for-Profit corporation of the state of New Jersey, having its principal office at 45 South Street, Freehold, New Jersey 07728, referred to as the Grantor

AND

Patrick Escalante and Claudia Escalante, husband and wife

whose post office address is about to be 68 Black Point Road, Rumson, NJ 07760, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

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 **ONE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED and 00/100ths (\$196,500.00) DOLLARS.** The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Rumson Borough**
Block No. 54 Lot No. 5 Qualifier No. Account No.

No property tax identification number is available on the date of this Deed. (Check if Applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the **BOROUGH of RUMSON, COUNTY of MONMOUTH and STATE of NEW JERSEY.** The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check if Applicable.)

SUBJECT to covenants, conditions, easements and restrictions of record, including but not limited to the covenants, conditions and restrictions set forth in Deed dated September 20, 2017 between Borough of Rumson, a municipal corporation, to Habitat for Humanity of Monmouth County, Inc., which was recorded in the Monmouth County Clerk's Office on October 4, 2017 in Official Record Book 9252 at Page 2213.

BEING the same premises conveyed to Habitat for Humanity in Monmouth County, Inc., by Deed dated September 20, 2017, from Borough of Rumson, which was recorded in the Monmouth County Clerk's Office on October 4, 2017, in Official Record Book 9252 at Page 2213.

Prepared by: (print signer's name below signature)

(For Recorder's Use Only)


MARK R. AIKINS
Attorney at Law of New Jersey



COASTAL TITLE AGENCY, INC.
PO Box 740
Freehold, New Jersey 07728
Ph: 732 308-1660 / 800 521-0378
Fax: 732 308-1881
Website: www.coastaltitleagency.com

**SCHEDULE A - 3
DESCRIPTION**

File No. CT-72092S

ALL that certain lot, parcel or tract of land, situate and lying in the Borough of Rumson, County of Monmouth, State of New Jersey, and being more particularly described as follows:

BEING known and designated as part of Lots 2, 3 and 4 as shown on map entitled "Map of Building Lots at Oceanic, N.J. owned by Mrs. Chas. H. Ward, N.J. (Mary M. Ward)" filed in the Monmouth County Clerk's Office on December 19, 1901 in Map Case No. 67, Sheet No. 6.

BEGINNING at a point in the northwesterly line of Black Point Road (fka Sea Bright Road) (50.00 feet wide) therein distant 85.00 feet as measured northwesterly along the same with the northeasterly line of East River Road (Oceanic Road-file map) (50.00 feet wide) and from said beginning point running; thence

(1) North 18 degrees 26 minutes 00 seconds west, a distance of 70.00 feet, along the division line of the lot being described and its adjoiner to the southwest to a point; thence

Along the division line of Lots 5 & 7 the following four courses to wit:

(2) North 76 degrees 50 minutes 00 seconds east, a distance of 25.00 feet to a point; thence

(3) North 18 degrees 26 minutes 00 seconds west, a distance of 5.00 feet to a point; thence

(4) North 76 degrees 50 minutes 00 seconds east, a distance of 50.00 feet to a point; thence

(5) North 18 degrees 26 minutes 00 seconds west, a distance of 75.00 feet to a point; thence

(6) North 76 degrees 50 minutes 00 seconds east, a distance of 15.00 feet, along the division line of the lot being described and its adjoiner to the north, to a point; thence

(7) South 18 degrees 26 minutes 00 seconds east, a distance of 150.00 feet, to a point in the said line of Black Point Road; thence

(8) South 76 degrees 50 minutes 00 seconds west, a distance of 90.00 feet, along the said line of Black Point Road, to the point and place of Beginning.

The above description is drawn in accordance with a survey made by Clearpoint Services, LLC dated June 27, 2017.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 5 in Block 54 on the Borough of Rumson Tax Map.

Property Address: 68 Blackpoint Road, Rumson, NJ 07760



SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Kate Nelson, President, Habitat for Humanity in Monmouth County, Inc.

Current Street Address

45 South Street

City, Town, Post Office Box

State

Zip Code

Freehold

NJ

07728

PROPERTY INFORMATION

Block(s)

Lot(s)

Qualifier

54

5

Street Address

68 Black Point Road

City, Town, Post Office Box

State

Zip Code

Rumson

NJ

07760

Seller's Percentage of Ownership

Total Consideration

Owner's Share of Consideration

Closing Date

100%

\$196,500.00

\$196,500.00

3/29/19

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

- 1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
- 2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
- 3. Seller is 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 is not required to make an estimated gross income tax payment.
- 6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
- 7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
- 8. Seller did not receive non-like kind property.
- 9. The real property is being transferred 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.
- 10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 11. The deed is dated prior to August 1, 2004, and was not previously recorded.
- 12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
- 13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
- 14. The property transferred is a cemetery plot.
- 15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

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 may 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 a 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.

3/26/19

Date

Kate Nelson

Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1988, 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

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by seller	\$ _____
Date	By _____

COUNTY MONMOUTH } SS. County Municipal Code 1341

MUNICIPALITY OF PROPERTY LOCATION Rumson Borough

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

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

Deponent, Kate Nelson, being duly sworn according to law upon his/her oath, (Name) deposes and says that he/she is the Corporate Officer in a deed dated 3/29/19 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 54 Lot number 5 located at 68 Black Point Road, Rumson, New Jersey 07760 and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 198,500.00 (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:
(See 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 (See 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. 1988, 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. 1976, C. 177, 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 and #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 made 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. 1988, as amended through Chapter 33, P.L. 2006.

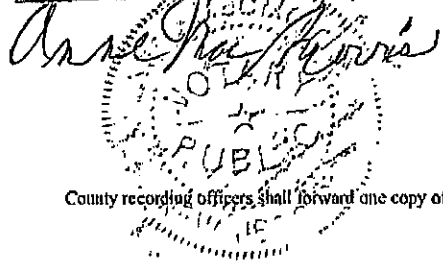
Subscribed and sworn to before me this 26 day of March, 2019
Anne MacMorris
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JAN. 31, 2023

Kate Nelson
 Signature of Deponent
 45 South Street
 Freehold, New Jersey 07728
 Deponent Address

Habitat for Humanity in Monmouth
 Grantor Name
 45 South Street
 Freehold, New Jersey 07728
 Grantor Address at Time of Sale

XXX-XXX- 859
 Last three digits in Grantor's Social Security Number

Coastal Title Agency
 Name/Company of Settlement Officer



FOR OFFICIAL USE ONLY	
Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
 PO BOX 251
 TRENTON, NJ 08695-0251
 ATTENTION: REALTY TRANSFER FEE UNIT

The street address of the Property is **68 Black Point Road, Rumson, NJ 07760.**

4. Deed Restrictions. For a term of thirty (30) years from the date hereof, this Property shall be subject to the restrictive covenants of resale, transfer, re-financing, pledging, encumbering and additional financing as well as the other restrictions contained within the Habitat for Humanity in Monmouth County, Inc., a Not-for-Profit corporation of the State of New Jersey Charter. In addition to the amount of principal balance due Habitat for Humanity in Monmouth County, Inc., the Grantee shall be obligated to pay Habitat for Humanity in Monmouth County, Inc., the sum of **\$76,500.00.00** in the event of any transfer, conveyance, mortgaging, creation of a lien or any interest in this Property to a third party for a period of thirty (30) years following the closing in addition to amount due and owing under the first lien Mortgage and Note.

After the thirty (30) year restrictive period, this covenant shall terminate and be of no further force and effect. The Property is further subject to the limited restriction on retention of sales proceeds during the thirty (30) year restrictive period. The Property is further restricted as follows:

a. The Grantee shall not additionally encumber the Property or cause the Property to be additionally encumbered during the term of that certain Mortgage of even date given by the Grantee and payable to the Grantor (which Mortgage is about to be recorded in the County Clerk's Office simultaneously herewith), without written approval of the Board of Directors of the Grantor;

b. The Grantor retains the right of first refusal on sales as set forth in the covenants of the Habitat for Humanity Charter and By-Laws established and maintained by Habitat for Humanity in Monmouth County, Inc., a Not-for-Profit Corporation of the State of New Jersey, during the thirty (30) year restrictive period.

c. The Grantee shall remain a Habitat Partner and abide by the terms and covenants in the Habitat Charter and requirements of the Board of Directors of the Grantor in force at this time and as may be amended.

d. The Grantee shall maintain the Property as the principal residence of the Grantee.

e. The Grantee shall agree to such other reasonable requirements of administration set forth by Habitat for Humanity in Monmouth County, Inc., a Not-for-Profit Corporation of the State of New Jersey, for a Habitat Partner and to own a Habitat Home.


5. 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).

6. 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. Its corporate seal is affixed. (Print name below each signature).

Witnessed or Attested by:

**Habitat for Humanity in
Monmouth County, Inc.**


Evangelia Papamarkou, Secretary

By: 
Kate Nelson, President

STATE OF NEW JERSEY, COUNTY OF MONMOUTH

SS:

I CERTIFY that on 3/26, 2019,

KATE NELSON and EVANGELIA PAPAMARKOU

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) was authorized to and did execute this Deed as **President and Secretary of Habitat for Humanity in Monmouth County, Inc.**, a Not-for-Profit Corporation of the State of New Jersey, the entity named in this Deed;
- (c) made this Deed for **\$196,500.00** 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.

Anne MacMorris
 Print name and title below signature
Anne MacMorris
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JAN. 31, 2023

Dated: Mar 26, 2019.

The Grantee hereby acknowledges the terms, conditions and restrictions as set forth in this Deed.

Patrick Escalante
 Patrick Escalante

Claudia Escalante
 Claudia Escalante

Not Certified

STATE OF NEW JERSEY, COUNTY OF MONMOUTH

SS.:

I CERTIFY that on 3/29/19, 2019,

Patrick Escalante and Claudia Escalante, husband and wife

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 instrument; and,
- (b) executed this instrument as his or her ownact.

Lori Harvey
 Print name and title below signature

LORI HARVEY
 ID # 83476
 NOTARY PUBLIC, STATE OF NEW JERSEY
 MY COMMISSION EXPIRES NOV. 10, 2021

RECORD AND RETURN TO:

JAMES MORRIS, Esquire COASTAL TITLE AGENCY
 331 Newman Springs Road 2 PARAGON WAY, SUITE 400B
 Building 1, 4th Floor, Suite 413 FREEHOLD, NJ 07728
 Red Bank, New Jersey 07701



Monmouth County Document Summary Sheet



MONMOUTH COUNTY CLERK
 PO BOX 1251
 MARKET YARD
 FREEHOLD NJ 07728

Return Name and Address
 Coastal Title Agency, Inc.
 P. O. Box 740
 Freehold, New Jersey 07728
CT 72092



Official Use Only

Submitting Company Coastal Title Agency, Inc.

Document Type Deed

Document Date (mm/dd/yyyy)

No. of Pages of the Original Signed Document
 (Including the cover sheet)

7

Consideration Amount (If applicable)

\$196,500.00

APR 05 2019 LK

APR 11 2019 LK

266.25

7

1072

CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2019031733
 RECORDED ON
APR 12, 2019
9:10:15 AM
BOOK=OR-9343
PAGE=4088
 Total Pages: 7

COUNTY RECORDING FEES \$100.00
 REALTY TRANSFER FEES \$266.25
 TOTAL PAID \$366.25

First Party <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>		Address (Optional)		
	Habitat for Humanity in Monmouth County, Inc.				
Second Party <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>		Address (Optional)		
	Escalante, Patrick Escalante, Claudia				
Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
	Rumson Borough	54	5		68 Black Point Road
Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

*DO NOT REMOVE THIS PAGE.

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF MONMOUTH COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

Restrictive Deed

New Construction

This Deed is made on

3/29/19

BETWEEN

Habitat for Humanity in Monmouth County, Inc.

a Not-for-Profit corporation of the state of New Jersey, having its principal office at 45 South Street, Freehold, New Jersey 07728, referred to as the Grantor

AND

Patrick Escalante and Claudia Escalante, husband and wife

whose post office address is about to be 68 Black Point Road, Rumson, NJ 07760, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

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 **ONE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED and 00/100ths (\$196,500.00) DOLLARS.** The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Rumson Borough**

Block No. 54 Lot No. 5 Qualifier No. Account No.

No property tax identification number is available on the date of this Deed. (Check if Applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the **BOROUGH of RUMSON, COUNTY of MONMOUTH and STATE of NEW JERSEY.** The legal description is:

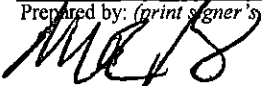
Please see attached Legal Description annexed hereto and made a part hereof. (Check if Applicable.)

SUBJECT to covenants, conditions, easements and restrictions of record, including but not limited to the covenants, conditions and restrictions set forth in Deed dated September 20, 2017 between Borough of Rumson, a municipal corporation, to Habitat for Humanity of Monmouth County, Inc., which was recorded in the Monmouth County Clerk's Office on October 4, 2017 in Official Record Book 9252 at Page 2213.

BEING the same premises conveyed to Habitat for Humanity in Monmouth County, Inc., by Deed dated September 20, 2017, from Borough of Rumson, which was recorded in the Monmouth County Clerk's Office on October 4, 2017, in Official Record Book 9252 at Page 2213.

Prepared by: (print signer's name below signature)

(For Recorder's Use Only)


MARK R. AIKINS

Attorney at Law of New Jersey



COASTAL TITLE AGENCY, INC.

PO Box 740

Freehold, New Jersey 07728

Ph: 732 308-1660 / 800 521-0378

Fax: 732 308-1881

Website: www.coastaltitleagency.com

**SCHEDULE A - 3
DESCRIPTION**

File No. CT-72092S

ALL that certain lot, parcel or tract of land, situate and lying in the Borough of Rumson, County of Monmouth, State of New Jersey, and being more particularly described as follows:

BEING known and designated as part of Lots 2, 3 and 4 as shown on map entitled "Map of Building Lots at Oceanic, N.J. owned by Mrs. Chas. H. Ward, N.J. (Mary M. Ward)" filed in the Monmouth County Clerk's Office on December 19, 1901 in Map Case No. 67, Sheet No. 6.

BEGINNING at a point in the northwesterly line of Black Point Road (fka Sea Bright Road) (50.00 feet wide) therein distant 85.00 feet as measured northwesterly along the same with the northeasterly line of East River Road (Oceanic Road-file map) (50.00 feet wide) and from said beginning point running; thence

- (1) North 18 degrees 26 minutes 00 seconds west, a distance of 70.00 feet, along the division line of the lot being described and its adjoiner to the southwest to a point; thence

Along the division line of Lots 5 & 7 the following four courses to wit:

- (2) North 76 degrees 50 minutes 00 seconds east, a distance of 25.00 feet to a point; thence
- (3) North 18 degrees 26 minutes 00 seconds west, a distance of 5.00 feet to a point; thence
- (4) North 76 degrees 50 minutes 00 seconds east, a distance of 50.00 feet to a point; thence
- (5) North 18 degrees 26 minutes 00 seconds west, a distance of 75.00 feet to a point; thence
- (6) North 76 degrees 50 minutes 00 seconds east, a distance of 15.00 feet, along the division line of the lot being described and its adjoiner to the north, to a point; thence
- (7) South 18 degrees 26 minutes 00 seconds east, a distance of 150.00 feet, to a point in the said line of Black Point Road; thence
- (8) South 76 degrees 50 minutes 00 seconds west, a distance of 90.00 feet, along the said line of Black Point Road, to the point and place of Beginning.

The above description is drawn in accordance with a survey made by Clearpoint Services, LLC dated June 27, 2017.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 5 in Block 54 on the Borough of Rumson Tax Map.

Property Address: 68 Blackpoint Road, Rumson, NJ 07760



SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Kate Nelson, President, Habitat for Humanity in Monmouth County, Inc.

Current Street Address

45 South Street

City, Town, Post Office Box

State

Zip Code

Freehold

NJ

07728

PROPERTY INFORMATION

Block(s)

Lot(s)

Qualifier

54

5

Street Address

68 Black Point Road

City, Town, Post Office Box

State

Zip Code

Rumson

NJ

07760

Seller's Percentage of Ownership

Total Consideration

Owner's Share of Consideration

Closing Date

100%

\$196,500.00

\$196,500.00

3/29/19

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is 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 is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred 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 real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller 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 is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

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 may 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 a 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.

3/26/19
Date

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

Date

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

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

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

COUNTY MONMOUTH } SS. County Municipal Code 1341

MUNICIPALITY OF PROPERTY LOCATION Rumson Borough *Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, Kate Nelson being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Corporate Officer in a deed dated 3/29/19 transferring
real property identified as Block number 54 Lot number 5 located at
68 Black Point Road, Rumson, New Jersey 07760 and annexed thereto.

(2) CONSIDERATION \$ 196,500.00 (Instructions #1 and #5 on reverse side) [X] 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:
(See 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 (See 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)

- [X] Affordable according to H.U.D. standards [X] Reserved for occupancy.
[X] Meets income requirements of region. [X] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- [X] Entirely new improvement. [X] Not previously occupied.
[X] Not previously used for any purpose. [X] 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
this 26th day of March, 2019
Anne MacMorris
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 31, 2023

Habitat for Humanity in Monmouth
Signature of Deponent Grantor Name

45 South Street
Freehold, New Jersey 07728

45 South Street
Freehold, New Jersey 07728

Deponent Address

Grantor Address at Time of Sale

XXX-XXX- 859

Coastal Title Agency

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY

PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

The street address of the Property is **68 Black Point Road, Rumson, NJ 07760.**

4. Deed Restrictions. For a term of thirty (30) years from the date hereof, this Property shall be subject to the restrictive covenants of resale, transfer, re-financing, pledging, encumbering and additional financing as well as the other restrictions contained within the Habitat for Humanity in Monmouth County, Inc., a Not-for-Profit corporation of the State of New Jersey Charter. In addition to the amount of principal balance due Habitat for Humanity in Monmouth County, Inc., the Grantee shall be obligated to pay Habitat for Humanity in Monmouth County, Inc., the sum of **\$76,500.00.00** in the event of any transfer, conveyance, mortgaging, creation of a lien or any interest in this Property to a third party for a period of thirty (30) years following the closing in addition to amount due and owing under the first lien Mortgage and Note.

After the thirty (30) year restrictive period, this covenant shall terminate and be of no further force and effect. The Property is further subject to the limited restriction on retention of sales proceeds during the thirty (30) year restrictive period. The Property is further restricted as follows:

a. The Grantee shall not additionally encumber the Property or cause the Property to be additionally encumbered during the term of that certain Mortgage of even date given by the Grantee and payable to the Grantor (which Mortgage is about to be recorded in the County Clerk's Office simultaneously herewith), without written approval of the Board of Directors of the Grantor;

b. The Grantor retains the right of first refusal on sales as set forth in the covenants of the Habitat for Humanity Charter and By-Laws established and maintained by Habitat for Humanity in Monmouth County, Inc., a Not-for-Profit Corporation of the State of New Jersey, during the thirty (30) year restrictive period.

c. The Grantee shall remain a Habitat Partner and abide by the terms and covenants in the Habitat Charter and requirements of the Board of Directors of the Grantor in force at this time and as may be amended.

d. The Grantee shall maintain the Property as the principal residence of the Grantee.

e. The Grantee shall agree to such other reasonable requirements of administration set forth by Habitat for Humanity in Monmouth County, Inc., a Not-for-Profit Corporation of the State of New Jersey, for a Habitat Partner and to own a Habitat Home.

5. 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).

6. 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. Its corporate seal is affixed. (Print name below each signature).

Witnessed or Attested by:

**Habitat for Humanity in
Monmouth County, Inc.**


Evangelia Papamarkou, Secretary

By: 
Kate Nelson, President

STATE OF NEW JERSEY, COUNTY OF MONMOUTH

SS:

I CERTIFY that on 3/26, 2019,

KATE NELSON and EVANGELIA PAPAMARKOU

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) was authorized to and did execute this Deed as **President and Secretary of Habitat for Humanity in Monmouth County, Inc.**, a Not-for-Profit Corporation of the State of New Jersey, the entity named in this Deed;
- (c) made this Deed for **\$196,500.00** 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.

Anne MacMorris

Print name and title below signature
Anne MacMorris
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JAN. 31, 2023

Dated: Mar 26, 2019.

The Grantee hereby acknowledges the terms, conditions and restrictions as set forth in this Deed.

Patrick Escalante
 Patrick Escalante

Claudia Escalante
 Claudia Escalante

Not Certified

STATE OF NEW JERSEY, COUNTY OF MONMOUTH

SS.:

I CERTIFY that on 3/29/19, 2019,

Patrick Escalante and Claudia Escalante, husband and wife

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 instrument; and,
- (b) executed this instrument as his or her own act.

Lori Harvey

Print name and title below signature
LORI HARVEY
 ID # 83476
 NOTARY PUBLIC, STATE OF NEW JERSEY
 MY COMMISSION EXPIRES NOV. 10, 2020

RECORD AND RETURN TO:

JAMES MORRIS, Esquire
 331 Newman Springs Road
 Building 1, 4th Floor, Suite 143
 Red Bank, New Jersey 07701

COASTAL TITLE AGENCY
 2 PARAGON WAY, SUITE 400B
 FREEHOLD, NJ 07728



Monmouth County Document Summary Sheet


MONMOUTH COUNTY CLERK PO BOX 1251 MARKET YARD FREEHOLD NJ 07728	Transaction Identification Number	3160982	2580844
	Recorded Document to be Returned by Submitter to:		
MADISON TITLE AGENCY, LLC 1125 OCEAN AVENUE LAKEWOOD, NJ 08701			

Official Use Only

CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
 2017097725
 RECORDED ON
 Oct 04, 2017
 12:36:30 PM
 BOOK:OR-9252 PAGE:2213
 Total Pages: 7

COUNTY RECORDING FEES	\$80.00
EFILE CONVENIENCE FEE	\$2.00
TOTAL PAID	\$82.00

Submission Date (mm/dd/yyyy)		09/28/2017
No. of Pages (excluding Summary Sheet)		5
Recording Fee (excluding transfer tax) <i>(Convenience Fee of \$2.00 included)</i>		\$82.00
Realty Transfer Tax		\$0.00
Total Amount		\$82.00
Document Type	DEED-NO CONSIDERATION	
Electronic Recordation Level	L2 - Level 2 (With Images)	
Municipal Codes	RUMSON	4101
Bar Code(s)	 8 6 3 2 5 8	

Additional Information (Official Use Only)

* DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MONMOUTH COUNTY FILING RECORD.
 RETAIN THIS PAGE FOR FUTURE REFERENCE.



Monmouth County Document Summary Sheet

DEED-NO CONSIDERATION	Type		DEED-NO CONSIDERATION			
	Consideration		\$1.00			
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		09/28/2017			
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR		Name		Address	
			BOROUGH OF RUMSON			
	GRANTEE		Name		Address	
			HABITAT FOR HUMANITY IN MONMOUTH COUNTY INC			
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
		41	54	5		4101

Not Certified Copy

*** DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MONMOUTH COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

PREPARED BY: 
MARTIN M. BARGER, ESQ.

DEED

This Deed is made on September 20, 2017.

BETWEEN

BOROUGH OF RUMSON, a Municipal Corporation

whose address is 80 East River Road, Rumson, New Jersey 07760

referred to as Grantor.

AND

HABITAT FOR HUMANITY IN MONMOUTH COUNTY, INC.,
a not for profit corporation

whose address is about to be: 68 Black Point Road, Rumson, New Jersey 07760
referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

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 ONE AND NO/100 (\$1.00) DOLLAR.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Rumson
Block No. 54 Lot Nos. 5 Account No.

No Property tax identification 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 Rumson, County of Monmouth 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 and intended to be the same premises conveyed to Borough of Rumson by Deed from 68 Black Point Road, LLC dated January 22, 2013 and recorded January 28, 2013 in the Monmouth County Clerk's Office in Deed Book 8993, Page 7780.

This conveyance is made in accordance with the provisions of the Local Lands and Buildings Law N.J.S.A.40A:12-1 et seq. and authorized by a resolution of the Borough Council of the Borough of Rumson duly adopted at a public meeting held on _____, 2017 in accordance with the provisions of the Open Public Meetings Act, N.J.S.A.10:4-6 et seq.

This Deed also sets forth the following conditions:

(A) The property shall only be used to provide affordable housing for a low income household as defined by the Fair Housing Act (N.J.S.A.52:27D-301, et seq.) ("FHA"), applicable COAH regulations, the Uniform Housing Affordability Controls (N.J.S.A.5:80-26.1, et seq.) ("UHAC") and order of the Court. Affordability controls shall remain in effect and run with the land for no less than thirty (30) years.

(B) The Buyer must comply with all provisions of the Borough's affordable housing ordinances, including but not limited to affirmative marketing to the Region as defined by COAH or the Court, and shall also comply with UHAC, as amended.


(C) If the property is not used for affordable housing purposes as defined by COAH, or has been determined by COAH not to be credit worthy to the Borough for purposes of meeting its affordable housing obligations, the property shall revert in title back to the Borough in accordance with N.J.S.A. 40A:12-21.

The street address of the Property is 68 Black Point Road, Rumson, New Jersey 07760.

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 promises 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.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed by:



THOMAS S. ROGERS,
Municipal Clerk/Administrator

BOROUGH OF RUMSON

By:  (Seal)

JOHN E. EKDAHL, Mayor

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.:
I CERTIFY that on September 20, 2017.

THOMAS S. ROGERS, personally came before me and this person acknowledged under oath, to my satisfaction

- (a) this person is the Municipal Clerk/Administrator of the Borough of Rumson named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper person who is JOHN E. EKDAHL the Mayor of the Borough;
- (c) this Deed was signed and delivered by the Borough as its voluntary act duly authorized;
- (d) this person knows the proper seal of the Borough which was affixed to the Deed;
- (e) this person signed this proof to attest to the trust of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00 (such consideration is defined in N.J.S.A.46:15-5).



(Print name and title below signature):

LINDA A. ELBRECHT
A Notary Public of New Jersey
My Commission Expires November 1, 2020

Fidelity National Title Insurance Company

Commitment Number: MTANJ-120667

TITLE INSURANCE COMMITMENT SCHEDULE A LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Rumson, County of Monmouth, State of New Jersey.

BEING known and designated as part of Lots 2, 3 and 4, as shown on a map entitled "Map of Building Lots at Oceanic, N.J., owned by Mrs. Chas. H. Ward, N.J. (Mary M. Ward)" as filed in the Monmouth County Clerk's Office on December 19, 1901, in Map Case No. 67, Sheet No. 6.

BEGINNING at a point in the northwesterly line of Black Point Road [f.k.a. Sea Bright Road] (50.00 feet wide) therein distant 85.00 feet as measured northwesterly along the same with the northeasterly line of East River Road [Oceanic Road-file map](50.00 feet wide), and from said beginning point running, thence;

1. North 18 degrees 26 minutes 00 seconds West, a distance of 70.00 feet, along the division line of the lot being described and its adjoiner to the southwest to a point, thence;

Along the division line of Lots 5 & 7 the following four courses to wit;

2. North 76 degrees 50 minutes 00 seconds East, a distance of 25.00 feet, to a point, thence;

3. North 18 degrees 26 minutes 00 seconds West, a distance of 5.00 feet, to a point, thence;

4. North 76 degrees 50 minutes 00 seconds East, a distance of 50.00 feet, to a point, thence;

5. North 18 degrees 26 minutes 00 seconds West, a distance of 75.00 feet, to a point, thence;

6. North 76 degrees 50 minutes 00 seconds East, a distance of 15.00 feet, along the division line of the lot being described and its adjoiner to the north, to a point, thence;

7. South 18 degrees 26 minutes 00 seconds East, a distance of 150.00 feet, to a point in the said line of Black Point Road, thence;

8. South 76 degrees 50 minutes 00 seconds West, a distance of 90.00 feet, along the said line of Black Point Road, to the point and place of BEGINNING.

The above description is in accordance with a survey made by Clearpoint Services LLC, dated June 27, 2017.

NOTE FOR INFORMATION: Being Lot(s) 5, Block 54, Tax Map of the Borough of Rumson, County of Monmouth.

Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Borough of Rumson, a Municipal Corporation

Current Street Address

80 East River Road

City, Town, Post Office Box

Rumson

State

NJ

Zip Code

07760

PROPERTY INFORMATION

Block(s)

54

Lot(s)

5

Qualifier

Street Address

68 Black Point Road

City, Town, Post Office Box

Rumson

State

NJ

Zip Code

07760

Seller's Percentage of Ownership

100%

Total Consideration

\$1.00

Owner's Share of Consideration

\$1.00

Closing Date

9- 26 - 2017

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is 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 is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
 Seller did not receive non-like-kind property.
8. The real property is being transferred 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 real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller 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 is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

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 may 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 a 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.

9-20-17

Date

John Ekdahl, Mayor

Signature

(Seller) Please indicate if Power of Attorney or Attorney In Fact

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

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

COUNTY MONMOUTH 1341
} SS. County Municipal Code

MUNICIPALITY OF PROPERTY LOCATION RUMSON

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

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

Deponent, BOROUGH OF RUMSON, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the GRANTOR in a deed dated September 20 2017 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 54 Lot number 5 located at
68 BLACK POINT ROAD, RUMSON, NEW JERSEY 07760 and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) [X] 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:
(See 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 (See 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.

(A) For a consideration of less than \$1,000.00

(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
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 and #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
this 20 day of September, 2017

Signature of Notary Public

Signature of Deponent

80 East River Road
Rumson, New Jersey 07760

Deponent Address

XXX-XXX- 079

Last three digits in Grantor's Social Security Number

Borough of Rumson
Grantor Name

80 East River Road
Rumson, New Jersey 07760

Grantor Address at Time of Sale

Martin M. Barger, Esquire

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

6.B. Market to Affordable Program

Proposed: Manual

December 15, 2020

2020-1215-142

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION ADOPTING A MARKET TO AFFORDABLE MANUAL

WHEREAS, a final Mount Laurel Compliance Hearing is scheduled to take place during which the Court will consider whether to approve the Borough of Rumson's Round 3 Housing Element and Fair Share Plan, its implementing ordinances and ancillary documents; and

WHEREAS, as part of the compliance process, a Market to Affordable Manual has been prepared by Community Grants, Planning and Housing, who will administer the program; and

WHEREAS, the Market to Affordable Manual outlines the policies and procedures of the Market to Affordable Program including the basic content and operation of the various program components; and

WHEREAS, the manual is a mandatory element of the Borough's package of documents to be considered by the Court at the Compliance Hearing referenced above.

NOW THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Rumson, County of Monmouth, approves and adopts its Market to Affordable Manual, attached hereto as Exhibit A, so that the Borough can implement its Market to Affordable Program.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

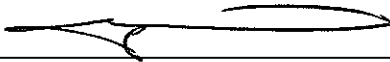
In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

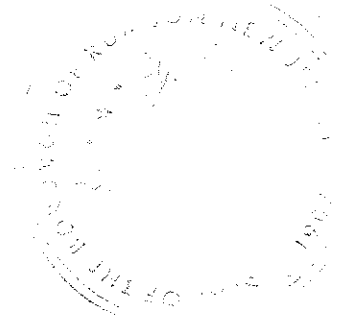
Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



BOROUGH OF RUMSON

MARKET TO AFFORDABLE PROGRAM GUIDELINES

INTRODUCTION

These Guidelines have been prepared to assist in the administration of a Market to Affordable Program for For-Sale units in the Borough of Rumson. The Market to Affordable program will henceforth be called “Rumson Borough Affordable Homeownership Program.” It will serve as a guide to the program staff and is available upon request for public review.

This manual describes the basic content and operation of the Rumson Borough Affordable Homeownership program elements, examines program purpose and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations, funding allocations and/or procedures.

This manual explains the steps in the Rumson Borough Affordable Homeownership Program process. It describes the requirements for participation in the program, record keeping and overall program administration. Implementation of any procedure, even if it is not specifically mentioned in these Guidelines, shall also be in accordance with the federal fair housing laws and policies, including, inter alia, the Federal Fair Housing Act and other Equal Opportunities laws¹, the New Jersey Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 *et seq.*² and the affordable housing regulations of the Borough of Rumson (hereafter referred to as the "Regulations") as found in the Borough's Ordinances, Chapter 22.



The Federal Fair Housing Act and Equal Opportunities laws prohibit discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

¹ A copy may be viewed at: <http://www.hud.gov/offices/fheo/FHLaws/index.cfm>

² A copy may be viewed at: <http://www.nj.gov/dca/services/lps/hss/uhac.html>

RUMSON BOROUGH AFFORDABLE HOMEOWNERSHIP PROGRAM (FOR SALE UNITS)

Targeting and Pricing Units

As identified in the Settlement Agreement dated January 16, 2020, Rumson Borough will produce nine (9) market to affordable units for families on properties to be identified and purchased by the Borough at a later date. The Borough's already successful Market to Affordable Program allows the Borough to use development fee revenues to acquire identified properties, bring the properties up to code as needed, and deed restrict the units for affordable housing. The Borough agrees to provide five (5) units on or before July 1, 2022, and an additional four (4) units on or before July 1, 2024.

The Borough's Administrative Agent will provide the maximum pricing limits based on target income range and number of bedrooms. The Borough intends to price these homes as affordable for low and moderate income households at a range of prices to increase the potential pool of available buyers. The maximum price that a home may be priced at is summarized in the table below:

% of Median Unit Priced at	2-Bedroom	3-Bedroom
50%	\$185,234	\$216,064
60%	\$224,873	\$261,869
65%	\$244,692	\$284,771
70%	\$264,512	\$307,674

The above prices were calculated via the 2020 AHPNJ COAH Calculator, which takes into account local property tax and equalization rates, applicable mortgage rates, and insurance figures, plus any applicable HOA fees. For the above calculations, all figures are accurate as of 10/30/19, and the insurance figures used were \$75/month for homeowners insurances. One bedroom and four-bedroom units are not intended to be part of the program. Additionally, these prices may be updated by the Administrative Agent as area median incomes, tax rates and insurance premium estimates may be adjusted. The per unit subsidy amount for the program is a minimum of \$25,000 per unit to subsidize each moderate-income unit and/or \$30,000 per unit to subsidize each low-income unit, with additional subsidy depending on the market prices or rents and contingent upon available funding.

The initial purchase price (known in COAH terminology as the Maximum Restricted Sales Price, or MRSP), shall be calculated so that the monthly carrying costs of the unit, including principal

and interest (based on a mortgage loan equal to 95 percent (95%) of the purchase price and the FreddieMac 30-Year Fixed-Rate Mortgage rate previously labelled the Federal Reserve H15, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of an eligible household's income.

Upon closing, proper deed and mortgage documents as required under UHAC will be recorded on the unit, which will ensure its continued affordability.

Prospective buyers may also benefit from the County's existing closing cost/down payment assistance program to further write down the mortgage and increase affordability for low or moderate income households, as well as any municipal affordability assistance funds that may be available.

Marketing and Administration of the Units

All Affirmative Marketing and Administration of the units will follow the processes outlined within the Administrative Agent Manual at all applicable sections, including Section III Marketing of Units, Waiting List, and Matching Households to Available Units and Section V (B) Buying an Affordable Home.

6.C. Inclusionary Projects

Existing: 16 Washington Street and 9 Lafayette Street

**RESOLUTION OF FINDINGS AND CONCLUSIONS
BOARD OF ADJUSTMENT
BLOCK 8, LOT 5**

WHEREAS, JNM Holdings, Inc., has applied to the Board of Adjustment of the Borough of Rumson for permission to construct two residential structures --- consisting of a two family residence and a three car detached garage with an affordable housing unit on the second floor above the garage, said unit to be maintained as an affordable housing unit as required and defined by the Council on Affordable Housing --- on premises designated as Block 8, Lot 5 as shown on the official Tax Map of the Borough of Rumson which is located in a POB Zone; and

WHEREAS, on October 16, November 20, and December 18, 2012 at regular meetings of the Board, due notice having been given the adjoining property owners and published in accordance with N.J.S.A. 40:55D-12 as appears by affidavits filed with the Board, and a quorum being present, the aforementioned application was heard; and

WHEREAS, the Board, after carefully considering the evidence and testimony presented by the applicant including a Preliminary and Final Site Plan by J. Kennedy, Sheets 1 through 6 dated 10/5/12 revised 12/10/12; Architectural Plans by M. Monroe, architect Sheets A1 through A4 dated 9/20/12; Site Rendering (Washington Street (A1)); Site Rendering (Hunt Street (A2)); Area Site/Layout Map (A3); Site Plan Rendering (A4); Planner Booklet by D. Roberts, P.P., 14 pages (A5); Surveyor Ridge Elevation Letter (A6), and comments from various neighbors, has made the following factual findings:

1. The property is a 12,240 s.f. rectangular lot, located at the intersection of Washington Street and Hunt Street, having 90 feet frontage on Washington Street and 136 feet frontage on Hunt Street. The property had been formerly occupied by a single family residence, which has been razed and the property is now vacant. The property is in the Professional Office/Business zone, and the uses in the neighborhood are relatively mixed. On the east side of Washington Street there are a number of commercial uses, including a bank, a restaurant, and the post office. Along the same side of Washington Street and along Hunt Street, there are properties with single family houses, two family houses, a three unit residence across Hunt Street, and a seven unit condominium development (with two units being affordable housing units) that was approved in 2009 and constructed immediately to the west of this property.
2. The applicant proposes to construct a three unit development to be owned by a single owner, being a two family residence and a detached three car garage with a second floor one bedroom garage apartment to be dedicated and occupied as a low or moderate income rental apartment as per guidelines and regulations of the Council on Affordable Housing (COAH). A two unit residential structure is not a permitted use in the POB Zone, and a Use Variance is therefore required. In addition, a detached garage containing a second floor apartment is not a permitted accessory use, and a further Use Variance is therefore required. In addition, the property requires several "C" Variances as follows: minimum required primary front setback (35 feet required, 30 feet proposed); minimum required porch setback (30 feet required, 21.3 feet proposed); minimum required secondary front setback (35 feet required, 22.9 feet proposed); minimum required

secondary porch setback (30 feet required, 17.5 feet proposed); maximum permitted height for the detached garage/apartment (16 feet, 22 feet proposed); minimum required rear setback (12 feet required, 6 feet proposed); maximum permitted lot coverage (4,528 s.f., 4,611 s.f. proposed); maximum permitted building coverage (2,363 s.f., 3,108 s.f. proposed); and a "D(4)" Variance for maximum permitted floor area (3,630 s.f., 4,320 s.f. proposed).

3. The applicant's initial presentation detailed a proposed main two family residential colonial style structure with a wrap-around open porch, to front on Washington Street, with a detached 21' by 40' three car garage located 6' off of the rear (west) property line and 12' off of the southerly side line. The proposed garage would have a one bedroom COAH qualified affordable housing rental apartment located on the second floor above the three car garage, to be accessible by an inside stairway. The structure/residential units on the property would be retained in single ownership and is intended at present to be retained by the applicant as rental units. The affordable housing unit above the garage is represented and agreed by the owner, as a condition and requirement of this application and approval, to be rented and occupied as a low or moderate income rental unit and by an income qualified occupant for a 30 year period as required, to provide the Borough with a COAH credit for an affordable housing rental unit.
4. The Applicant's Planner testified that the lot is substantially larger than other residential lots in the Zone currently being used for single family residences. The property immediately across Hunt Street is a lot of similar size that has three residential units. The premise to the rear of the subject lot is a multifamily 7 unit attached condominium town house development with two units being COAH qualified affordable units. Thus, the pattern of development is of mixed uses, with several two family and multifamily uses located in the immediate vicinity of the subject premises. The property is across Washington Street from several commercial uses and is located only one short block from the Borough's business center and River Road, providing possible access to bus transportation. The Applicant's Planner testified that the Borough was in need of additional COAH units and, in his opinion, providing an additional affordable housing unit within the Borough constituted special reasons to grant the subject application and Use Variances. In the Planner's Opinion, the location of this property in this neighborhood of mixed uses was very appropriate for this two family main house with an additional COAH unit in the detached garage, and the property was of sufficient size to adequately support and provide for the use proposed. The Applicant's Architect also testified that the proposed structures were in keeping with the existing residential nature and style already existing on Washington Street and in the neighborhood.
5. The Applicant's Engineer testified that the location of the two family residence was necessitated in part to preserve an existing holly tree on the southeast corner of the premises and that the location of the structures would be compatible with existing setbacks and locations of other residences located on Washington Street.

6. A neighbor expressed concern over the location of the detached accessory garage/apartment as adversely impacting the view from his house, and the Board discussed the concern over the location and orientation of the proposed accessory structure. The Board had an extended discussion as to the best positioning of the garage/apartment structure so as to be less intrusive on the view of nearby properties, provide adequate space on the property for vehicles to safely park and exit the garage on to Hunt Street, and to allow some open lawn yard area. The applicant agreed to explore and present certain variations as to the garage location, for further consideration.
7. Based on comments by neighbors and the Board members, the applicant returned on November 20, 2012 with three variations on the original proposal as to the garage/apartment structure location. After additional testimony by the applicant's engineer and comments from the neighbors, the Board concluded that a better location for the accessory structure would be closer to the northerly property line, thereby creating more open space to the rear of the proposed two family dwelling and substantially reducing the impervious coverage on the lot.
8. The Board considered the original and three alternatives presented by the Applicant as to the location/placement of the garage/apartment structure and the further testimony of the Applicant's witnesses and the neighbors, and concluded that the placement of the accessory garage/COAH apartment structure closer to Hunt Street creates additional open space, lessens the impervious lot coverage, and represents the best layout and plan for the development of the site. As a result, the Board selected that alternative and the applicant then prepared final site plan documents based on that alternative for the Board's review at the December 18, 2012 continued hearing. Those revised plans complied with the Board's determination and were suitable for approval.
9. The Board accepts the testimony of the Applicant's Planner that the providing of a COAH housing unit provides special reasons for the granting of the "D" Variances for the two family residence and the accessory COAH apartment above the accessory garage. The Board is cognizant that the Borough has an obligation to assist in making available a variety of affordable housing within the Borough, and the addition of the one bedroom COAH unit helps to fulfill the Borough's obligations and the unmet need. In addition, the creation of the COAH unit coupled with the greater than average size of the subject lot provides special reasons for the granting of the two family residence on the lot to offset the cost of providing an affordable unit.
10. The Board also determines that the various bulk "C" Variances are justified under NJSA 45:55D-70(c)2. By reason of the size and location of the subject premises and the Applicant's revision of the placement of the accessory structure, the benefits outweigh any detriment. The structures are generally compatible with other nearby similar residential uses. The Board finds in reviewing the adjoining properties and immediate development on Washington Street and Hunt Street that the various bulk "C" Variances as well as the "D" Variances can be granted without substantial detriment to the Zone Plan, Zoning Ordinance and public good, and there is no negative impact upon the Zoning Plan and adjoining neighborhood.

NOW THEREFORE BE IT RESOLVED by the Board of Adjustment of the Borough of Rumson on this 18th day of December, 2012, that the application of JNM Holdings, Inc. for a variances to construct a two family home and accessory garage with an one bedroom affordable housing rental unit is granted upon the following conditions:

1. That this variance will be deemed to be void by abandonment if a building permit is not issued within one year from the date hereof or as such date may be extended by the Permit Extension Act as amended.

2. All factual representations made on behalf of the applicants are incorporated herein as conditions of this variance.

3. The action of the Board of Adjustment in approving this application shall not relieve the applicants of responsibility for any damage caused by this project, nor does the Board of Adjustment or the Borough of Rumson accept or have any responsibility or liability for the structural design of the project or for any damage which may be caused by the project.

4. The following must be accomplished prior to the issuance of a building permit:

a. Evidence must be provided by the applicant

that the permits and approvals listed in subsection 22-3.4a,4 of the Development Regulations have, where applicable, been obtained.

b. Taxes must be current.

c. Performance guarantees, if required, must be provided by the applicant and accepted by the Borough.

d. If applicable, inspection fees as required by subsection 22-3.14m and n of the Development Regulations must be paid by the applicant.

e. Insurance certificates must be provided if construction of public improvement is involved.

f. Any outstanding review fees or escrow deficiency must be paid.

g. Notice must be published as required by subsection 22-3.3e,5 of the Development Regulations.

5. Prior to issuance any Certificate of Occupancy the applicant must repair or replace any curb, sidewalk, or street pavement damaged, in the judgment of the Borough Administrative Officer, as part of or by reason of the construction of the project.

6. This approval is specifically conditioned upon the construction of one (1) COAH creditworthy low-income rental affordable unit. The unit shall have one bedroom and be located on the second floor over the garage. The unit shall be restricted for a minimum of 30 years pursuant to N.J.A.C. 5:80-26.11(a) commencing upon the issuance of the initial Certificate of Occupancy for the COAH unit, and shall comply with all regulations of the Council of Affordable Housing and the Uniform Housing Affordability Controls. The applicant or its successors in title must provide and continue to provide and execute all documents, contracts, deeds, or leases that are required to establish and maintain the creditworthiness of this unit for duration of the restriction period. The applicant and its successors in title must cooperate and participate in all actions and requirements under the Borough's Affordable Housing Program for rental units for the COAH rental unit to be placed and utilized in the program and continued for the required 30 year period, including cooperation with the Borough's Administrative Agent.

Failure to comply with this condition can, upon notice and hearing, be sufficient to invalidate this approval and the Certificates of Occupancy on the various units on the property and authorized by this approval.

The above Resolution was moved by *MR. THOMPSON*
seconded by *MRS. ATWELL*, and on roll call the
following vote was recorded:

Affirmative: *CONKLIN, THOMPSON, ATWELL, DUDDY, BLUM*

Negative: *NONE*

Abstain: *NONE*

The foregoing is a true copy of a Resolution adopted by the Board of Adjustment of the Borough of Rumson at its meeting on December 18, 2012, as copied from the Minutes of the said meeting.

J.J. Anoné

, Secretary
Board of Adjustment

Date: *12/21/12*

Affordable Housing Alliance

59 Laurel Street
 Paterson, NJ 07724
 973-889-2058
 Fax: 973-889-3153



Formerly Monmouth Housing Alliance

"We Help With Housing"

CERTIFICATE OF ELIGIBLE HOUSEHOLD

16 Washington Street #C
 Address/Project Name
Rumson, NJ
 Municipality/State

Applicant: Jill Cardeffe	SS#: [REDACTED]	Date: 11/28/16																		
Co-Applicant: _____	SS#: _____																			
Address: 43 Shore Drive #2 City: Highlands State: NJ Zip: 07732 Phone: 732-241-8886																				
<p>The above applicant(s) has submitted a Preliminary Application to the AHA for an affordable housing unit that has been restricted for occupancy by low and moderate-income eligible household. This application has been reviewed, the information therein has been verified according to AHA procedures, and a determination has been made that the applicant is income-qualified for an affordable housing unit; AHA hereby certifies the applicant for an affordable unit per specified household and unit characteristics.</p>																				
Total # of Household Members: <u>1</u>	Total # of Minors: _____	Gross Yearly Income: [REDACTED]																		
COAH Low Income _____%	COAH Moderate Income: <u>50%</u>	Gross Monthly Income: [REDACTED]																		
HUD Low Income _____%	Section 8 Certification: _____	(Score) Review: <u>NO</u>																		
Section 8 (Estimated HAP): \$ _____	Condominium: <u>1 Bedroom Unit</u>	Assets: \$ _____																		
<p>TOTAL UNIT</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Recommended Monthly Housing Payment @ 30%</td> <td style="width:20%; text-align: right;">\$899</td> <td style="width:20%;">(Monthly Rent)</td> </tr> <tr> <td>Includes estimated monthly utility cost @ 35%</td> <td style="text-align: right;">\$1048</td> <td>(Total Monthly Housing Cost)</td> </tr> <tr> <td>Referred Unit Monthly Rent Payment</td> <td style="text-align: right;">\$755</td> <td></td> </tr> <tr> <td>Plus estimated utilities</td> <td style="text-align: right;">\$316</td> <td></td> </tr> <tr> <td>Minus Estimated HAP</td> <td></td> <td></td> </tr> <tr> <td>TOTAL ESTIMATED MONTHLY RENTAL HOUSING COST</td> <td style="text-align: right;">\$1021</td> <td></td> </tr> </table>			Recommended Monthly Housing Payment @ 30%	\$899	(Monthly Rent)	Includes estimated monthly utility cost @ 35%	\$1048	(Total Monthly Housing Cost)	Referred Unit Monthly Rent Payment	\$755		Plus estimated utilities	\$316		Minus Estimated HAP			TOTAL ESTIMATED MONTHLY RENTAL HOUSING COST	\$1021	
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Plus estimated utilities	\$316																			
Minus Estimated HAP																				
TOTAL ESTIMATED MONTHLY RENTAL HOUSING COST	\$1021																			
<p>Security deposits and other costs of rental units are not included in these calculations and are the responsibility of the prospective renter. All housing designated for low and moderate-income eligible households is subjected to deed restrictions. The Certified Household acknowledges receipt of the Disclosure Closure Statement wherein these restrictions have been described and stipulates the same by signing this Certification. The Certification expires 180 days from the date of signature unless it is extended by written confirmation from the Affordable Housing Alliance. The undersigned hereby states that all information submitted to AHA for the purpose of obtaining this certification is true and complete to the best of the applicant's knowledge. The applicant also acknowledges that AHA has relied on this information for the purpose of referring income-eligible households to vacant units that have been designated as affordable housing units pursuant to the Fair Housing Act (P.L. 1985, Chapter 222) and that a false statement or misrepresentation of fact may be cause for program disqualification and/or the initiation of any applicable legal remedies. NOTHING HEREIN SHALL BE INTERPRETED AS ASSURANCE THAT CERTIFIED HOUSEHOLD WILL OBTAIN AFFORDABLE HOUSING THROUGH THIS CERTIFICATION.</p>																				
<p><u>Jill Cardeffe</u> 11/29/16 Certified Household Signature Date</p>																				
<p>_____ Certified Household Signature Date</p>		<p><u>[Signature]</u> 11/29/16 AHA Representative Date</p>																		

LEASE

 ORIGINAL

This lease is made on December 7, 2016

BETWEEN the tenant(s) Jill Cardolfe

Whose address is 43 Shore Drive
Apartment 2
Highlands, NJ 07732

Referred to as the "Tenant"
And the Landlord **JNM Holdings, Inc.**

Whose address is **95 Avenue of Two Rivers**
Rumson, NJ 07760

Referred to as the "Landlord"
The word "Tenant" means each Tenant named above

1. **Property.** The tenant agrees to rent from the Landlord, and the Landlord agrees to lease to the Tenant, the apartment located at **16 C Washington Street, Rumson, NJ**, referred to as the "Apartment".

2. **Term.** The term of this lease is for **One Year** starting on **January 1, 2017** and ending on **December 31, 2017**. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Apartment at the start of the Lease. However, rent will only be charged from the date on which possession is made available and if the Landlord cannot give possession within 30 days, the tenant may cancel this lease.

3. **Rent.** The Tenant agrees to pay \$ **9,060.00** as rent, to be paid as follows \$ **755.00** per month, due on the **First** day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant. The Tenant must pay a late charge \$ **100.00** as additional rent for each payment that is more than ten days late. This late charge is due with the monthly rent payment. The tenant must also pay a fee of \$25.00 as additional rent for any dishonored check.

4. **Security Deposit.** The Tenant will deposit \$ **1,132.50** with the Landlord as security that the Tenant will comply with all terms of this Lease. If the Tenant complies with all the terms of this Lease, the Landlord will return this deposit within 30 days after the end of the Lease, including any extension. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenants occupancy, and demand that the Tenant replace the amount of security deposit used by the Landlord. If the Landlord sells the property, the Landlord shall transfer the deposit to the new owners for the Tenant's benefit and notify the Tenant. The Landlord will then be released of all liability to return the security deposit. The Landlord will fully comply with the Rent Security Law (N.J.S.A. 46:8-19). This includes depositing the security deposit in an interest-bearing account, and notifying the Tenant, in writing, of the

name and address of the banking institution and the account number. Interest due the tenant will be credited as rent on each renewal date of this Lease.

5. **Landlords Agent.** The Landlord authorizes the following person(s) to manage the property on behalf of the Landlord (name (s) and address (es): **Peter Ciaglia, Jay Hendricks**

6. **Use of Property.** The Tenant may use the Apartment only as a private residence.

7. **Utilities.** The Landlord will pay for the following utilities:

cold water hot water electricity heat air conditioning gas

The Tenant will pay for the following utilities as additional rent:

cold water hot water electricity heat air conditioning gas

8. **Eviction.** The Tenant may be evicted if the Tenant does not pay the rent when it is due, or does not comply with all the terms of this Lease and for all other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to any eviction and the collection of any moneys owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Apartment. Rent received from any new tenant will reduce the amount owed to the Landlord.

9. **Payments by Landlord.** If the Tenant fails to comply with the term of this Lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees, to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.

10. **Care of the Apartment.** The Tenant has examined the Apartment, including the living quarters, all facilities, furniture and appliances, and is satisfied with its present physical condition. The Tenant agrees to maintain the Apartment and property in good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act of neglect of the Tenant, the Tenant's household members or their visitors. The Tenant will remove all the Tenant's property at the end of this lease. Any property that is left becomes the property of the Landlord and may be thrown out. The Tenant must get the Landlord's prior written consent to alter, improve, paint or wallpaper the Apartment. Alterations, additions and improvements become the Landlord's property.

11. **Repairs by Landlord.** If the Apartment is damaged or needs repair, the Tenant must promptly notify the Landlord, who will have a fair amount of time to make repairs. If the Tenant must leave the Apartment because of damage not resulting from the Tenant's act or neglect, the Tenant will not have to pay rent until the Apartment is repaired. If the Apartment is destroyed, this Lease will end the Tenant will pay rent up to the date of destruction. The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for anything beyond the Landlord's control. The Tenant may not put any signs or projection (such as TV or radio antennas) in or out of the windows or exteriors of the Apartment without the Landlord's prior written consent.

12. **Compliance with Laws.** The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering the Apartment.

13. **No Waiver Assignment or Sublease.** The Landlord does not give up any rights by accepting rent or by failing to enforce any terms of this Lease. The Tenant may not sublease this Apartment or assign this Lease without the Landlord's prior written consent.

14. **Entry by Landlord.** Upon reasonable notice, the Landlord may enter the Apartment to provide services, inspect, repair, improve or show it. Tenant must notify Landlord if Tenant will be away for 10 days or more. In case of emergency or Tenant's absence, the Landlord may enter the Apartment without Tenant's consent.

15. **Quiet Enjoyment.** The Tenant may live in and use the Apartment without interference subject to the Lease.

16. **Subordination.** This lease and the Tenant's rights are subject and subordinate to present and future mortgages on the premise that include the apartment. The Landlord may execute any papers on the Tenant behalf as the Tenant's attorney in fact to accomplish this.

17. **Injury or Damage.** The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The Landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.

18. **Renewals and Changes in Lease.** The Landlord may offer the Tenant a new Lease to take effect at the end of this lease. The new Lease may include reasonable changes. The Tenant will be notified of any proposed new Lease at least sixty (60) days before the end of the present lease. If no changes are made, the Tenant may continue to rent the Apartment on a month-to-month basis (with the rest of the Lease remaining the same). In either case the Tenant must notify the Landlord of the Tenant's decision to stay or to leave at least thirty (30) days before the end of the term. Otherwise, the Tenant will be responsible under the terms of the new Lease.

19. **Notices.** All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the Landlord may be sent to the Landlord's Agent.

20. **Rules.** The Tenant will not interfere with the quiet enjoyment of any other Tenant. The Tenant will comply with all rules that are attached to this Lease and upon reasonable notice accept reasonable changes in such rules made by the Landlord. The Tenant will likewise be responsible for the acts of the Tenant's household members and visitors.

See attached Addendum.

21. **Validity of Lease.** If a clause or provision of the Lease is legally invalid, the rest of this Lease remains in effect.

22. **Entire Lease.** All promises the Landlord made are contained in this written lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord. The Landlord, each Tenant and all who lawfully succeed to their rights and responsibilities are bound by this Lease.

23. **Lead Paint Lease Disclosure.** The Landlord, Tenant and Agent (if any) have signed the "Disclosure to Tenants" form for lease of residential property that is for more than 99 days and the housing

was built before 1978. For all such above leases the Tenant has also been provided with a copy of EPA pamphlet "Protect your family from lead in your home" 42 U.S.C.4852d; 61FR 90 64.


24. The tenant shall not keep or harbor in or about the premises any animals or pets of any kind, including, but not limited to dogs, cats, birds, and marine animals, without the express written consent of the landlord.

25. Tenant is responsible to maintain premises in a clean manner, which includes "putting out" their garbage on a regular basis. If Landlord is forced to do this on the tenants behalf tenant is subject to a charge of \$ 50.00 for each month the landlord is required to provide such service to be paid as additional rent.

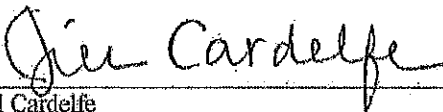
26. Parking of vehicles other than automobiles and motorcycles is prohibited without the consent of the landlord.

27. Signatures. The Landlord and the Tenant agree to the term of this Lease. If this Lease is made by a corporation, its proper corporate officer's sign and its corporate seal is affixed.

Witnessed or Attested by:



JNM Holdings, Inc. 12/9/16
date



Jill Cardelfe 12-8-16
date

date

PARAGRAPH 20 RULES ADDENDUM

In accordance with Paragraph 20 of your Lease, the Landlord reserves the right to make reasonable rules concerning your tenancy. This letter shall serve as notice that in order to protect the premises, the following rules have been adopted concerning outside holiday decorations.

1. No festival or holiday decorations may be placed in common areas.
2. All holiday decorations must be attached to the face of the building and may not be placed in any landscaped areas.
3. Lawn decorations are prohibited at all times.
4. Holiday decorations attached to the building must be done in a proper workman-like manner and placed in areas which will not interfere with the maintenance of the building nor should they cause any harm to the structure.
5. All holiday decorations must be removed in a timely manner after the holiday or occasion passes. As a general rule, holiday decorations should be removed by the first weekend after the holiday occurs, with the exception of Christmas decorations which shall be removed by January 6th or by the first weekend following January 6th should January 6th not occur on a weekend.

RESOLUTION OF FINDINGS AND CONCLUSION
BOARD OF ADJUSTMENT
BOROUGH OF RUMSON
BLOCK 8 LOT 4

WHEREAS, Paul Ryan, as Agent for John DeStefano and Larry Cooper (Lafayette Mews), has applied to the Board of Adjustment of the Borough of Rumson for permission to raze the existing buildings containing seven (7) rental units and obtain preliminary and Final Site Plan approval for a seven (7) unit condominium premises, including two (2) COAH restricted low/moderate income rental units, at the existing premises located at 7 Lafayette Street and known as Block 8 Lot 4 on the Tax Map of the Borough of Rumson, and which premises are in the POB Zone, and

WHEREAS, on September 16, November 18, and December 16, 2008 at a meeting of the Board, due notice having been given the adjoining property owners and published in accordance with N.J.S.A. 40:55D-12 as appears by affidavits filed with the Board, and a quorum being present, the aforementioned application was heard; and

WHEREAS, the Board carefully considered the evidence presented by the applicant, including the following exhibits: Site/Architectural Plans by Anderson Campanella sheets A1 to A 8, dated 8/24/07 last revised December 9, 2008.

- | | |
|----------|---|
| A-1 | Rendering of front façade of proposed building |
| A-2 & A3 | Architectural conception
Plans prepared by Anderson Campanella
Dated 8/24/07 as revised to date |
| A-4 | Trip generation calculations |
| A-5 | Rendering of side of proposed building (small size) |
| A-6 | Photograph of trees to be removed |
| A-7 | Photographs of interior of site |
| A-8 | Storm Water Management Plan |

WHEREAS, the revised application, as amended for the November 18, 2008 meeting, required the following variances and waiver:

- A. The applicant is proposing to construct seven (7) townhouse condominium dwellings; two (2) of which will be affordable units. Although the POB (Professional Office Business) Zone permits detached single-family dwelling conforming to the R-5 Zone Criteria,

Engineer and in a form to be approved and reviewed by the Borough Attorney, sufficient to guarantee the construction, including any engineering inspection or review costs, of this paved parking area. The Board shall have a period of 3 years after the issuance of the last Final Certificate of Occupancy for the units in the project to determine whether this banked parking area is to be constructed by the applicant. The Board shall have total discretion in this determination. If the applicant is notified that the parking area is to be constructed and installed, the applicant shall have a period of 6 months to complete the installation and construction of the parking area to the satisfaction of the Board Administrative Officer. The Bond that was posted must remain in effect through the completion of the installation and approval by the Administrative Officer. This condition shall only be released on the determination of the Board that the parking area is not required to be constructed, or on the approval of the construction by the Administrative Officer.

9. This approval is specifically conditioned upon the 2 COAH restricted affordable housing rental units being established and restricted for a 30 year period as per COAH Regulations, commencing upon the issuance of the initial Certificate of Occupancy for each COAH unit. The applicant or its successors must provide and execute all documents, contracts, deeds, or leases that are required to establish and continue these COAH restricted units in the Borough's Affordable Housing Plan and Program for the duration of the restriction period. The applicant and its successors in title must cooperate and participate in all actions and requirements under the Borough's Affordable Housing Program for rental units.

Above Resolution moved by Mr. Parton ,
seconded by Mrs. McGuire , and on roll call the
following vote was recorded:

In the Affirmative: Conklin, McGuire, Thomspen, Wood, Parton, Wargo
In the Negative: Kniesler
Abstain: None

The foregoing is a true copy of a Resolution adopted by the Board of Adjustment of the Borough of Rumson at its meeting on December 16, 2008, as copied from the Minutes of the said meeting.

DATE: DECEMBER, 16, 2008

Frederick J. Amore
Secretary
Board of Adjustment

- H. Section 22-5.10.b.5 requires an attached garage for the storage of at least 1, but not more than 3 vehicles, for each unit. A bulk "c" variance is required since one (1) of the affordable units does not have a garage.
- I. Section 22.9.2.c. requires loading areas to be provided. Since loading is not provided, a variance will be required.
- J. Section 22-9.2.f.3 requires detention basins be provided for all major site plans resulting in more than 10,000 square feet of impervious coverage. A design waiver is required since a detention basin is not proposed.
- K. Section 22-8.4.b. requires a landscaping plan, prepared by a Certified Landscape Architect, be submitted. The applicant's engineer prepared the landscaping plan. Therefore, a design waiver is required.
- L. Section 22-8.4.e. requires a buffer area which is 25 feet wide but not more than 10% of the lot area ($25,840 \text{ SF} \times 10\% = 2,584 \text{ SF}/190 \text{ LF} = 13.6 \text{ ft}$). The applicant proposes a 11.5 foot to curb wide buffer along the rear (east) property line and a 6 foot wide buffer along the side (south) property line where 13.6 feet is required; therefore, a variance is required.
- M. The plans do not specify a trash storage site and all trash will be stored within the individual units. Since a common storage holding is not proposed, a design waiver is required.

WHEREAS, the Board, after carefully considering the evidence presented by the applicant, has made the following factual findings:

1. The premises is a rectangular 25,840 s.f. corner lot, having 190 feet frontage on Lafayette Street and 136 feet frontage on Hunt Street. The property is in the Professional Office Business Zone, and is located across from Victory Park. The property presently has a three-story main house and a secondary dwelling, both structures used for a total of seven rental apartments, along with a masonry garage. All the structures are old and in poor condition. The applicant proposes to raze those structures and construct a seven (7) unit attached townhouse structure, along with accessory parking and driveway areas, with two (2) units as shown being COAH restricted low/moderate income rental units.

2. The application was originally presented at the September 2008 hearing, proposed as six (6) individual lots with attached townhouses, along with cross easements for access. That proposal presented substantial uncertainties as to various title/access/maintenance issues. The Board also had concerns as to several design issues as to the proposed structure. As a result of these concerns and issues, the

multi-family dwelling uses are not permitted; therefore, a use "d" variance is required.

- B. The floor area permitted in the POB Zone is 8752.5 square feet (0.3386 FAR). The applicant is proposing 15,643 square feet of floor area (0.6055 FAR); therefore, a "d" variance is required for exceeding the maximum allowable Floor Area Ratio (FAR).
- C. The plans indicate that the proposed units are 36 feet 8 inches in height from the lowest grade. The Ordinance permits a maximum building height of 30 feet to the ridge and 24 feet to the eaves from the existing grade; therefore, a "d" variance is required.
- D. Section 22-5.10 requires a minimum front yard setback of 25 feet in the POB Zone, except that detached single-family homes are permitted with a minimum front yard setback of 35 feet. The applicant is proposing multi-family dwelling with a front yard setback 24.16 feet from the proposed dwelling and 17 feet from the proposed porch to Hunt Street; therefore, a bulk "c" variance is required.
- E. Section 22-5.8e requires a minimum side yard setback of 10 feet on one side and a minimum total side yard setback on both sides of 20 feet in the POB Zone, except that detached single family dwellings are permitted with side yard setbacks of 6 feet on one side and a total combined side yard setback of 15.56 feet, and for lots that exceed the minimum lot width, the total side yard setback must be increased 1.5 feet for each 5 feet of additional lot width and at least one-third of the additional side yard setback must be on one side. Since the parcel has a lot width of 190 feet, whereas the Ordinance only requires a 75 foot lot width, the R-5 Zone requires a minimum side yard setback of 17.5 feet (one side) and a combined total side yard setback of 50.5 feet (both sides). Therefore, a variance is required for the proposed 12 foot side yard setback from the southerly property line.
- F. Section 22-5.10.e requires a minimum rear yard setback of 40 feet in the POB Zone, except that detached single family homes are permitted with a minimum rear yard setback equal to the greater of 35 feet or 30% of the lot depth. The applicant is proposing multi-family dwelling with a rear yard setback 35.49 feet to garage, 53.49 feet to the building; therefore, a bulk "c" variance is required.
- G. Section 30-22.5.10.e allows a building coverage requirement of 7,046 square feet in the POB Zone. The applicant is proposing 8,150 square feet of building coverage; therefore a bulk "c" variance is required.

- b) Maximum total of seven units. (Five attached single-family units and one two-family unit is proposed.)
- c) Minimum of two affordable units required which are non-age restricted affordable to low income households defined by COAH.
- d) All units shall be townhouse-style except that the affordable units may be of a stacked apartment flat design. (the applicant proposes five (5) multi-level market rate townhouses and two (2) multi-level affordable townhouses.)
- e) All standards and requirements in the POB Zone District for residential uses shall be met with the exception of the following:
 - 1. The minimum primary front yard setback from Lafayette Street must be 35 feet. (The applicant proposes a 35 foot front yard setback for all units with the exception of the end unit, which only has a 34 foot front yard setback to the porch.)
 - 2. The minimum secondary front yard setback from Hunt Street must be 25 feet. (The applicant proposes a 24.16 foot front yard setback to the dwelling and a 17 foot setback to the porch.)
 - 3. The minimum side yard setback from the southerly boundary must be 15 feet. (The applicant proposes a 15.56 foot setback to the dwelling and a 17 foot setback to the porch.)
 - 4. The minimum yard setback from the easterly boundary must be 40 feet. (The applicant proposes a 53.49 foot setback to the units, 39.49 foot setback to garages.)
 - 5. The minimum lot and building coverage and maximum floor area ratio do not apply; however, a minimum 40% of the total lot shall be landscaped. (The applicant proposes approximately 36%, including bank spaces for parking, 38% without banked spaces, of the property for landscaping and open space.)
 - 6. Parking areas must be fully screened and buffered from adjoining uses through plantings and fencing and must be at least 5 feet from the side and rear property line and 10 feet from the side property line. (The applicant proposes fencing and plant material to buffer the proposed parking areas which is 11.50 feet from the easterly rear property line and 6 feet from the southerly side property line.)
- f) Accessory uses must be in accordance with Subsection 22-5.10.b as modified by the Residential Site Improvement Standards (RSIS). (Except as noted below in the report, the applicant's proposal complies with the Borough Ordinances and RSIS.)
- g) The affordable units must affirmatively be marked to the housing region in accordance with COAH's regulations and Section 22-7.35,

applicant requested a continuance so as to revise the proposal and make certain minor design revisions.

3. The applicant has revised the plans to eliminate the previously proposed subdivision and to address a number of comments raised by the Board at the September 16 Board Meeting. In the revised plans, the applicant is proposing to construct seven (7) townhouse condominium units on a single lot, with a driveway and parking area and other common areas to be maintained and controlled by the Condominium Association. Five (5) of the proposed units will be market rate units and two (2) will be affordable COAH rental units (one low and one moderate). Additionally, as part of this project, the applicant proposes to construct a common access drive and parking area along the rear of the proposed units on the subject tract and proposed two (2) additional visitor parking spaces on Lafayette Street, with associated site improvements, including lighting and landscaping.

4. The applicant presented extensive testimony detailing the site plan and drainage details from engineer Waterbury, as to the architectural details from architect Anderson, as to real estate compatibility from real estate expert Preston, as to traffic issues from traffic engineer Rea, and as to compliance with the Land Use Law requirements for Variance Approvals from Planner Cofone. Basically, the testimony from these experts detailed that the proposed project would be compatible with the neighborhood and zone plan, would not result in any drainage or traffic issues and provided adequate parking on site or in the area, and would architecturally enhance the area by replacing the existing older buildings in poor condition with the updated architecturally appropriate structure. The Planner testified substantially that the providing of 2 COAH restricted rental units would provide the appropriate basis and public benefit for variance relief. In addition, the proposal was compatible in size and intensity of use to certain commercial structures that could be built under the POB Zoning, and was also compatible in intensity of use with the existing 7 unit use of the property. No objectors appeared.

5. The Board concluded that the proposed development, and the variances and waivers required could be properly approved. As part of the Borough's COAH Third Round Housing Plan, an affordable multiple dwelling development ordinance was proposed that included this property that provided for a density of development similar to the applicant's proposal, subject to a number of conditions as outlined below. This amendment has been approved by the Borough council and reflects the Council's intent; however it has not been yet approved by the Court or COAH, and therefore is not yet in effect at this time. The following is a summary of each standard in that amendment and how the applicant's proposal complies with these proposed requirements:

- a) Maximum permitted density of 12 units per acre. (The applicant's proposal has a density of 11.8 units per acre.)

requirements and revisions as to the plans as noted in the Engineer's letter dated December 12, 2008; including specifically Items 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 3.3, 3.5, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8, 5.2, 5.3, 5.4, and 5.5 of that Letter.

5. The following must be accomplished prior to the issuance of a building permit:

- a. Evidence must be provided by the applicant that the permits and approvals listed in subsection 22-3.4a,4 of the Development Regulations have, where applicable, been obtained.
- b. Taxes must be current.
- c. Performance guarantees, if required, must be provided by the applicant and accepted by the Borough.
- d. If applicable, inspection fees as required by subsection 22-3.14m and n of the Development Regulations must be paid by the applicant.
- e. Insurance certificates must be provided if construction of public improvement is involved.
- f. Any outstanding review fees or escrow deficiency must be paid.
- g. Notice must be published as required by subsection 22-3.3e,5 of the Development Regulations.
- h. A Plan Certification must be obtained from the Freehold Soil Conservation District.
- i. An approval or letter of no interest must be obtained from the Monmouth County Planning Board.

6. Prior to issuance any Certificates of Occupancy for units in the premises. The applicant must obtain review and approval by the Board Attorney and Engineer of the draft Condominium Bylaws and Master Deed for the premises. Said Condominium Bylaws and/or Master Deed must contain appropriate restrictions to ensure architectural control so as to continue and mandate compliance with the architectural details as shown in the approved plans and prohibition of changes to the exteriors of the units and common areas, including appropriate restrictions as to patios, mail boxes, foundation landscaping, privacy fencing, garages, and additional driveways, as well as prohibitions of sheds or other accessory structures being erected, the storage of trash or materials outside, the outside hanging or airing of laundry, and individual external antenna or satellite dishes or receivers/transmitters.

7. Prior to issuance any Certificate of Occupancy the applicant must repair or replace any curb or street pavement damaged, in the judgment of the Borough Engineer, as part of or by reason of the construction of the project.

8. The plans, as approved, show a paved area for two parking spaces, to be signed for "visitors", located immediately off Lafayette Street in front of the affordable units. The determination as to whether those parking spaces should ultimately be constructed is to be deferred, pending an assessment of the need for additional parking on the premises and the impact on on-street parking. Therefore the applicant is not required to construct said parking spaces as part of the original construction, but must post a Bond, in an amount to be determined by the Borough

Affirmative Marketing of Affordable Housing Units. (This is a post construction requirement and is a condition of this approval.)

- h) The proposed affordable units must comply with the provisions of Section 22-7.36, Affordable Housing Developments. (This is a post construction requirement and is a condition of this approval.)

6. The proposal largely conforms to the intent and purpose of the new Ordinance, and addresses a public purpose and benefit by reason of its inclusion of 2 affordable rental units toward the Borough's affordable housing obligation. The overall project is compatible generally with the various uses in the area, and the location of this multi-unit structure in reasonably close proximity to the Borough's commercial district is also appropriate. The architectural design of the structures is appropriate to the District and will enhance the area. The various side yard and setback variances are appropriate for approval in order to allow for the architectural features proposed. No objectors for the public appeared.

7. The proposal has been demonstrated to meet the positive criteria by reason of its providing affordable housing units meeting COAH criteria in a structure that is compatible with the neighborhood and in proximity to commercial uses. The proposal meets the negative criteria as it essentially continues the same number of residential units, in a structure that is much more architecturally attractive and compatible with the neighborhood, and in conformance with the intention of the Borough with regard to this property and its availability for its inclusion for affordable housing units.

NOW THEREFORE BE IT RESOLVED by the Board of Adjustment of the Borough of Rumson on this 16th day of December, 2008 that the application of Paul Ryan, as Agent for John DeStefano and Larry Cooper, for approval to raze the existing buildings containing seven (7) rental units and obtain Preliminary and Final Site Plan approval for a seven (7) unit condominium premises including two (2) COAH restricted low/moderate income rental units, and related variances and waivers as detailed above, in accordance with the plans as agreed to and amended and the testimony and evidence presented at the hearing, is granted upon the following conditions:

1. That this variance will be deemed to be void by abandonment if a building permit is not issued within one year from the date hereof, or as such date may be extended by the Permit Extension Act as amended.
2. All factual representations made on behalf of the applicants are incorporated herein as conditions of this variance.
3. The action of the Board of Adjustment in approving this application shall not relieve the applicants of responsibility for any damage caused by this project, nor does the Board of Adjustment or the Borough of Rumson accept or have any responsibility or liability for the structural design of the project or for any damage which may be caused by the project.
4. Compliance to the Borough Engineer's satisfaction with the

Engineer and in a form to be approved and reviewed by the Borough Attorney, sufficient to guarantee the construction, including any engineering inspection or review costs, of this paved parking area. The Board shall have a period of 3 years after the issuance of the last Final Certificate of Occupancy for the units in the project to determine whether this banked parking area is to be constructed by the applicant. The Board shall have total discretion in this determination. If the applicant is notified that the parking area is to be constructed and installed, the applicant shall have a period of 6 months to complete the installation and construction of the parking area to the satisfaction of the Board Administrative Officer. The Bond that was posted must remain in effect through the completion of the installation and approval by the Administrative Officer. This condition shall only be released on the determination of the Board that the parking area is not required to be constructed, or on the approval of the construction by the Administrative Officer.

9. This approval is specifically conditioned upon the 2 COAH restricted affordable housing rental units being established and restricted for a 30 year period as per COAH Regulations, commencing upon the issuance of the initial Certificate of Occupancy for each COAH unit. The applicant or its successors must provide and execute all documents, contracts, deeds, or leases that are required to establish and continue these COAH restricted units in the Borough's Affordable Housing Plan and Program for the duration of the restriction period. The applicant and its successors in title must cooperate and participate in all actions and requirements under the Borough's Affordable Housing Program for rental units.

Above Resolution moved by Mr. Parton ,
seconded by Mrs. McGuire , and on roll call the
following vote was recorded:

In the Affirmative: Conklin, McGuire, Thomspen, Wood, Parton, Wargo
In the Negative: Kniesler
Abstain: None

The foregoing is a true copy of a Resolution adopted by the Board of Adjustment of the Borough of Rumson at its meeting on December 16, 2008, as copied from the Minutes of the said meeting.

DATE:

DECEMBER, 16, 2008

Frederick J. Amore
Secretary
Board of Adjustment

RESOLUTION OF FINDINGS AND CONCLUSION
BOARD OF ADJUSTMENT
BOROUGH OF RUMSON
BLOCK 8, LOT 4

WHEREAS, Lafayette Navesink View Homes, LLC, the successor in interest and ownership to the former applicant Paul Ryan as agent for John DeStefano and Larry Cooper, has applied to the Board of Adjustment of the Borough of Rumson for Amended Site Plan Approval, to amend and revise the architectural plans approved by the Resolution dated 12/16/08 approving Preliminary and Final Site Plan approval and related variances and waivers so as to obtain the approval of the new architectural plans by D. Perry, AIA dated 9/30/09, for the construction of a seven (7) unit condominium at the existing property located at 7 Lafayette Street and known as Block 8 Lot 4 on the Tax Map of the Borough of Rumson, and which premises are in the POB Zone; and

WHEREAS, on October 20, 2009 at a meeting of the Board, due notice having been given the adjoining property owners and published in accordance with N.J.S.A. 40:55D-12 as appears by affidavits filed with the Board, and a quorum being present, the aforementioned application was heard; and

WHEREAS, the Board, after carefully considering the evidence presented by the applicant, including the Resolution dated 12/16/08, a Rendering (Front View); new architectural plans by D. Perry, architect, 3 Sheets dated 9/30/09, and the former approved architectural plans by J. Anderson, dated last revised 12/9/08, has made the following factual findings:

1. The premises is a rectangular 25,840 s.f. corner lot, having 190 feet frontage on Lafayette Street and 136 feet frontage on Hunt Street. The property is in the Professional Office Business Zone, and is located across the street from Victory Park. The property presently has a three-story main house and a secondary dwelling, both structures used for a total of sever rental apartments, along with a masonry garage. All the structures are old and in poor condition. By application filed in August 2008, the then owner/applicant proposed to raze those structures and construct a seven (7) unit attached townhouse structure, along with accessory parking and driveway areas, with two (2) units as shown being COAH restricted low/moderate income rental units. The proposed application required a number of variances and waivers. The application was heard over a period of 3 meetings and was eventually approved, with a number of conditions and requirements, as detailed in the Board Resolution dated 12/16/08.

2. The approved development was then apparently conveyed by the former applicant/owner to Lafayette Navesink View Homes, LLC, which entity is presently clearing the property and preparing to initiate construction of the development. To that end, the developer presented to the construction official the final site plan, consisting of 8 sheets, prepared by Elizabeth Waterbury, P.E., P.P. dated 5/27/07 revised through 9/15/09. The applicant also presented architectural plans by D. Perry, architect, 3 sheets dated 9/30/09. These plans differed in certain particulars from the architectural plans, prepared by James Anderson, A.I.A. dated revised through 12/9/08, that had been presented to and approved by the Board in its approval Resolution.

3. Under the amended revised architectural plans, the structure shall be constructed in the same footprint, is of the same approximate size, and the same variances and waivers that were approved are involved. The changes from the approved plans are relatively minor and arise from a more detailed review of site and market conditions. The new amended architectural plans differed from the formerly approved plans in a number of particulars, generally as follows:

- a. There were certain minor façade modifications.
- b. Condition 8 of the Approval Resolution provided for the deferred construction of two visitor parking spaces. Those spaces will now be constructed as part of the initial project construction, and not deferred, so Condition 8 of the original Resolution is being eliminated.
- c. Due to the high water table, basements in the units were eliminated (crawl space only), and the front window well on the corner unit eliminated.
- d. The air conditioner unit in the corner unit was relocated to the garage roof.
- e. There were minor modifications to the two COAH units so as to conform to ADA accessibility standards.

4. The Board reviewed the amended plans and concluded that the changes were relatively minor and insignificant. The variance and waivers were not changed and remain in place. The Board concluded that the changes were justified by site and market conditions, would not detrimentally impact the development or the neighborhood, and the amended site plan could properly be approved. The conditions of the original Resolution would remain in place, other than the elimination of former Condition 8 related to the deferred parking spaces as detailed above.

WHEREAS, based upon the foregoing testimony and findings of fact, the Board finds that with respect to the specific premises the purposes of the Land Use Act would be advanced by a deviation from the Zoning Ordinance and the requirements and the benefits of this deviation would substantially outweigh any detriment; and that the relief requested by applicants can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the Zone Plan and Zoning Ordinance of the Borough of Rumson and to deny the application would result in peculiar and exceptional practical difficulties or exceptional and undue hardship upon the applicants.

NOW THEREFORE BE IT RESOLVED by the Board of Adjustment of the Borough of Rumson on this 17th day of November, 2009 that the application of Lafayette Navesink View Homes, LLC, the successor in interest and ownership to the former applicant Paul Ryan as agent for John DeStefano and Larry Cooper, for amended site plan approval, to amend the architectural plans approved by the Resolution dated 12/16/08 approving Preliminary and Final Site Plan approval and related variances and waivers so as to obtain the approval of the new architectural plans by D. Perry, AIA dated 9/30/09, for the construction of a seven (7) unit condominium at the existing property located at 7 Lafayette Street and known as Block 8 Lot 4 on the Tax Map of the Borough of Rumson, in accordance with the plans as agreed to and amended and the testimony and evidence presented at the hearing, be granted upon the following conditions (Conditions 1 through 8 are the same Conditions as set forth in Resolution dated 12/16/08, former Condition 8 having been eliminated):

1. That this variance will be deemed to be void by abandonment if a building permit is not issued within one year from the date hereof. or as such date may be extended by the Permit Extension Act as amended.

2. All factual representations made on behalf of the applicants are incorporated herein as conditions of this variance.

3. The action of the Board of Adjustment in approving this application shall not relieve the applicants of responsibility for any damage caused by this project, nor does the Board of Adjustment or the Borough of Rumson accept or have any responsibility or liability for the structural design of the project or for any damage which may be caused by the project.

4. Compliance to the Borough Engineer's satisfaction with the requirements and revisions as to the plans as noted in the Engineer's letter dated December 12, 2008; including specifically Items 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 3.3, 3.5, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8 , 5.2,

5.3, 5.4, and 5.5 of that Letter.

5. The following must be accomplished prior to the issuance of a building permit:

a. Evidence must be provided by the applicant that the permits and approvals listed in subsection 22-3.4a,4 of the Development Regulations have, where applicable, been obtained.

b. Taxes must be current.

c. Performance guarantees, if required, must be provided by the applicant and accepted by the Borough.

d. If applicable, inspection fees as required by subsection 22-3.14m and n of the Development Regulations must be paid by the applicant.

e. Insurance certificates must be provided if construction of public improvement is involved.

f. Any outstanding review fees or escrow deficiency must be paid.

g. Notice must be published as required by subsection 22-3.3e,5 of the Development Regulations.

h. A Plan Certification must be obtained from the Freehold Soil Conservation District.

i. An approval or letter of no interest must be obtained from the Monmouth County Planning Board.

6. Prior to issuance any Certificates of Occupancy for units in the premises. The applicant must obtain review and approval by the Board Attorney and Engineer of the draft Condominium Bylaws and Master Deed for the premises. Said Condominium Bylaws and/or Master Deed must contain appropriate restrictions to ensure architectural control so as to continue and mandate compliance with the architectural details as shown in the approved plans and prohibition of changes to the exteriors of the units and common areas, including appropriate restrictions as to patios, mail boxes, foundation landscaping, privacy fencing, garages, and additional driveways, as well as prohibitions of sheds or other accessory structures being erected, the storage of trash or materials outside, the outside hanging or airing of laundry, and individual external antenna or satellite dishes or receivers/transmitters.

7. Prior to issuance any Certificate of Occupancy the applicant must repair or replace any curb or street pavement damaged, in the judgment of the Borough Engineer, as part of or by reason of the construction of the project.

8. This approval is specifically conditioned upon the two (2) COAH restricted affordable housing rental units being established and restricted for a 30 year period as per COAH Regulations, commencing upon the issuance of the initial Certificate of Occupancy for each COAH unit. The applicant or its successors must provide and execute all documents, contracts, deeds, or leases that are required to establish and

continue these COAH restricted units in the Borough's Affordable Housing Plan and Program for the duration of the restriction period. The applicant and its successors in title must cooperate and participate in all actions and requirements under the Borough's Affordable Housing Program for rental units.

9. The applicant will add and provide buffer plantings, to the satisfaction and approval of the Board Administrative official, sufficient to screen vehicle headlights from the two affordable housing units.

Above Resolution moved by *MR. THOMPSON*
seconded by *MRS. MCGUIRE*, and on roll call the
following vote was recorded:

In the Affirmative: *CONKLIN, MCGUIRE, THOMPSON, WOOD*

In the Negative: *NONE*

Abstain: *NONE*

The foregoing is a true copy of a Resolution adopted by the Board of Adjustment of the Borough of Rumson at its meeting on November 17, 2009, as copied from the Minutes of the said meeting.

DATE: *11/17/09*

J. J. Amodei
Secretary
Board of Adjustment



"We Help With Housing"

Donna M. Blaze,
Chief Executive Officer



Lafayette
Navesink View

Address/Project Name

CERTIFICATE OF ELIGIBLE HOUSEHOLD

Rumson, New Jersey
Municipality/State

Applicant: <u>Annette Asaro</u>	SS#: <u>[REDACTED]</u>	Date: <u>02/15/2012</u>	Phone: <u>(732) 842-2861</u>
Co-Applicant: _____	SS#: _____	Date: _____	Phone: <u>(732) 991-1539</u>
Address: <u>65 East River Road, #18</u>	City: <u>Rumson</u>	State: <u>New Jersey</u>	Zip: <u>07760</u>

The above applicant(s) has submitted a Preliminary Application to the AHA for an affordable housing unit that has been restricted for occupancy by low and moderate-income eligible household. This application has been reviewed, the information therein has been verified according to AHA procedures, and a determination has been made that the applicant is income-qualified for an affordable housing unit; AHA hereby certifies the applicant for an affordable unit per specified household and unit characteristics.

Total # of Household Members: <u>3</u>	Total # of Minors: <u>0</u>	Gross Yearly Income: \$ <u>[REDACTED]</u>
COAH Low Income <u> </u> %	COAH Moderate Income <u>63%</u>	Gross Monthly Income: \$ <u>[REDACTED]</u>
HUD Low Income <u> </u> %	Section 8 Certification: <u>N/A</u>	(Score) Review: <u>N/A</u>
Section 8 (Estimated HAP): <u>N/A</u>	Referred Unit Size: <u>3</u>	Condo: <u>No</u> Studio: <u>No</u> Assets: \$ <u> </u>

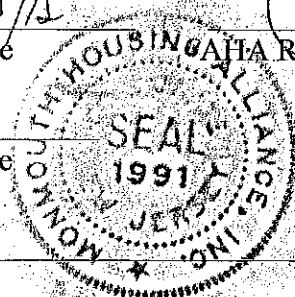
RENTAL UNIT

Recommended Monthly Rental Payment @ 30%	\$ <u>1302</u>
Recommended Monthly Rental Payment @ 35%	\$ <u>1519</u>
Referred Unit Monthly Rent Payment	\$ <u>1244</u>
Estimated utilities	\$ <u>150</u>
Minus Estimated HAP	\$ <u>N/A</u>
TOTAL ESTIMATED MONTHLY RENTAL HOUSING COST	\$ <u>1394</u>

Security deposits and other costs of rental units are not included in these calculations and are the responsibility of the prospective renter. All housing designated for low and moderate-income eligible households is subjected to deed restrictions. The Certified Household acknowledges receipt of the Disclosure Closure Statement wherein these restrictions have been described and stipulates the same by signing this Certification. **The Certification expires 180 days from the date of signature unless it is extended by written confirmation from the Affordable Housing Alliance.** The undersigned hereby states that all information submitted to AHA for the purpose of obtaining this certification is true and complete to the best of the applicant's knowledge. The applicant also acknowledges that AHA has relied on this information for the purpose of referring income-eligible households to vacant units that have been designated as affordable housing units pursuant to the Fair Housing Act (P.L. 1985, Chapter 222) and that a false statement or misrepresentation of fact may be cause for program disqualification and/or the initiation of any applicable legal remedies. **NOTHING HEREIN SHALL BE INTERPRETED AS ASSURANCE THAT CERTIFIED HOUSEHOLD WILL OBTAIN AFFORDABLE HOUSING THROUGH THIS CERTIFICATION.**

<u>[Signature]</u>	<u>2/15/12</u>	<u>[Signature]</u>	<u>2/15/2012</u>
Certified Household Signature	Date	AHA Representative	Date

_____	_____
Certified Household Signature	Date



NEW JERSEY RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 15th day of February, 2012, by and between Lafayette Navesink View Homes llc, whose address is 16A BELLEVUE AVE RUMSON NJ 07760 (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant"). Annette Asaro 9a Lafayette St Rumson, NJ 07760

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in MONMOUTH County, New Jersey, such real property having a street address of 9a Lafayette St Rumson, NJ 07760 (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- TERM.** Landlord leases to Tenant, and Tenant leases from Landlord, the above described Premises together with any and all appurtenances thereto, for a term of 1 year, such term beginning on Feb 15 2012, and ending at 11:59 PM on Mar 2013.
- RENT.** The total rent for the term hereof is the sum of DOLLARS (\$1,244.00) payable on the 1ST day of each month of the term, in equal installments of One thousand two hundred forty four dollars) first installment to be paid upon the due execution of this Agreement, the second installment to be paid on 1ST OF MONTH. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
- SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of (\$1866.00) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof.
Interest on Security Deposits. In accordance with New Jersey law (NJSA Section 46:8-19), Landlord will pay Tenant interest on Tenant's security deposit rate of 1/4%, less any service fee charged by the bank or investment company. Interest will be paid annually on the anniversary of Tenant's Lease in cash or as a credit towards rent due. Landlord is prohibited from increasing the amount of the security deposit by more than ten (10) percent per year.
Timing of Return of Security Deposit. Within thirty (30) days after the end of Tenant's Lease term, Landlord will return Tenant's security deposit to Tenant, plus any accrued interest and less any allowed deductions. Interest and any deductions will be itemized. Tenant's security deposit or the balance thereof after deductions will be returned to Tenant by personal delivery or registered or certified mail.
- USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of a FEMALE ADULT AND TWO CHILDREN, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
- ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the

letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

Tenant(s) _____

Landlord(s) or Landlord's Representative: _____


Page 1 of 5

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. INCLUDING ELECTRIC, GAS, TELEPHONE, CABLE, SEWER BILL, WATER BILL
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - (g) Keep all air conditioning filters clean and free from dirt;
 - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
12. **INSURANCE.** Landlord, Landlord's agent or manager, or, if applicable, the Condominium or Homeowners' Association, are not responsible for insuring Tenant's or Tenant's permitted visitors' personal property and vehicles against loss or damage due to theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause. Landlord has advised Tenant to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. The parties agree that, upon notification by Landlord, Tenant shall take all actions necessary to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm,

the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the

Tenant(s):  _____

Landlord(s) or Landlord's Representative:  _____

Page 2 of 5 

difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
25. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
27. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
33. **CRIME INSURANCE.** As required by New Jersey law (NJSA Section 46:8-39), under Title VI of the Housing and Urban Development Act of 1970, the Federal Government is subsidizing crime insurance in order to make the same available to Residents in the State of New Jersey. Tenant, as a Resident, may be eligible to purchase this insurance from the SAFETY MANAGEMENT INSTITUTE, located in Washington, D.C. Tenant may contact this company directly to obtain an application and further information. Tenant may call the following toll free number: (800) 638-8780. Crime insurance is available for tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102 directly for an application.
34. **CHILD PROTECTION WINDOW GUARD OPTION.** Pursuant to New Jersey law (NJSA Section 55:13A-7.14), Tenant can have window guards installed on the Premises and the public halls (1) by making a written request to Landlord and (2) if a child 10 years of age or younger resides on the Premises and (3) if Tenant lives in a dwelling above the first floor. Residents living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident's dwelling have access without having to go out of the building. Landlord may, at Landlord's option, recoup the costs associated with the installation of the window guards through increased rent.
35. **RETURN OF KEYS.** Tenant must return the keys to the Premises to Landlord when Tenant vacates the Premises.

36. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

If to Tenant to:

Tenant(s): AD, _____, _____, _____

Landlord(s) or Landlord's Representative: (C), _____

Page 4 of 5

[Landlord's Name]

[Tenant's Name]

Annette Asaro

[Landlord's Address]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

37. **TRUTH IN RENTING.** Resident acknowledges receipt today of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).

38. **ADDITIONAL PROVISIONS; DISCLOSURES.**

TENANT CAN USE 1/2 GARAGE IN REAR FOR STORAGE OF PERSONAL ITEMS NO COMBUSTIBLE MATERIAL ALLOWED

[Landlord should note above any disclosures about the premises that may be required under Federal or New Jersey law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord:

LANDLORD ("LANDLORD"):

Sign: *[Signature]*

Print: _____

LANDLORD ("LANDLORD"):

Sign: _____

Print: _____

As to Tenant:

TENANT ("TENANT"):

Sign: *[Signature]*

Print: _____

TENANT ("TENANT"):

Sign: _____

Print: _____

TENANT ("TENANT"):

Sign: _____

Print: _____

TENANT ("TENANT"):

Sign: _____

Print: _____

Tenant(s): *[Signature]*, _____, _____, _____

Landlord(s) or Landlord's Representative: _____, *[Signature]*



"We Help With Housing"

Donna M. Blaze,
Chief Executive Officer



Lafayette
Navesink View

Address/Project Name

CERTIFICATE OF ELIGIBLE HOUSEHOLD

Rumson, New Jersey
Municipality/State

Applicant: <u>Jennifer A. Kinsella</u>	SS#: [REDACTED]	Date: <u>02/07/2012</u>	Phone: <u>(732) 757-5158</u>
Co-Applicant: <u>Daniel Kinsella</u>	SS#: [REDACTED]	Date: <u>02/07/2012</u>	Phone: <u>(732) 757-1559</u>
Address: <u>116 Division Street</u>	City: <u>Atlantic Highlands</u>	State: <u>New Jersey</u>	Zip: <u>07716</u>

The above applicant(s) has submitted a Preliminary Application to the AHA for an affordable housing unit that has been restricted for occupancy by low and moderate-income eligible household. This application has been reviewed, the information therein has been verified according to AHA procedures, and a determination has been made that the applicant is income-qualified for an affordable housing unit; AHA hereby certifies the applicant for an affordable unit per specified household and unit characteristics.

Total # of Household Members: <u>4</u>	Total # of Minors: <u>2</u>	Gross Yearly Income: \$ [REDACTED]
COAH Low Income <u>47%</u>	COAH Moderate Income <u>%</u>	Gross Monthly Income: [REDACTED]
HUD Low Income <u>%</u>	Section 8 Certification: <u>N/A</u>	(Score) Review: <u>N/A</u>
Section 8 (Estimated HAP): <u>N/A</u>	Referred Unit Size: <u>2</u>	Condo: <u>No</u> Studio: <u>No</u> Assets: \$ <u>_____</u>

RENTAL UNIT

Recommended Monthly Rental Payment @ 30%	\$ <u>1079</u>
Recommended Monthly Rental Payment @ 35%	\$ <u>1258</u>
Referred Unit Monthly Rent Payment	\$ <u>755</u>
Estimated utilities	\$ <u>150</u>
Minus Estimated HAP	\$ <u>N/A</u>
TOTAL ESTIMATED MONTHLY RENTAL HOUSING COST	\$ <u>905</u>

Security deposits and other costs of rental units are not included in these calculations and are the responsibility of the prospective renter. All housing designated for low and moderate-income eligible households is subjected to deed restrictions. The Certified Household acknowledges receipt of the Disclosure Closure Statement wherein these restrictions have been described and stipulates the same by signing this Certification. **The Certification expires 180 days from the date of signature unless it is extended by written confirmation from the Affordable Housing Alliance.** The undersigned hereby states that all information submitted to AHA for the purpose of obtaining this certification is true and complete to the best of the applicant's knowledge. The applicant also acknowledges that AHA has relied on this information for the purpose of referring income-eligible households to vacant units that have been designated as affordable housing units pursuant to the Fair Housing Act (P.L. 1985, Chapter 222) and that a false statement or misrepresentation of fact may be cause for program disqualification and/or the initiation of any applicable legal remedies. **NOTHING HEREIN SHALL BE INTERPRETED AS ASSURANCE THAT CERTIFIED HOUSEHOLD WILL OBTAIN AFFORDABLE HOUSING THROUGH THIS CERTIFICATION.**

[Signature] 2/7/2012
Certified Household Signature Date

Jennifer Kinsella 2/7/2012
Certified Household Signature Date

[Signature] 2/7/2012
AHA Representative Date

NEW JERSEY RESIDENTIAL LEASE AGREEMENT

Lafayette Mavrick New Homes LLC.

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 15th day of February, 2012, by and between ~~ISLAND COMMONS LLC~~, whose address is 16A BELLEVUE AVE RUMSON NJ 07760 (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant"). Jennifer A. Kinsella & Daniel Kinsella 9b Lafayette st Rumson, nj 07760

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in MONMOUTH County, New Jersey, such real property having a street address of 9b Lafayette St Rumson, NJ 07760 (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant, and Tenant leases from Landlord, the above described Premises together with any and all appurtenances thereto, for a term of 1 year, such term beginning on Feb 15 2012, and ending at 11:59 PM on Mar 2013.

2. **RENT.** The total rent for the term hereof is the sum of DOLLARS (\$755.00) payable on the 1ST day of each month of the term, in equal installments of SEVEN HUNDRED AND FIFTY DOLLARS (\$755.00) first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on 1ST OF MONTH. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.

3. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of (\$1,132.500) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof.

Interest on Security Deposits. In accordance with New Jersey law (NJSA Section 46:8-19), Landlord will pay Tenant interest on Tenant's security deposit rate of ¼%, less any service fee charged by the bank or investment company. Interest will be paid annually on the anniversary of Tenant's Lease in cash or as a credit towards rent due. Landlord is prohibited from increasing the amount of the security deposit by more than ten (10) percent per year.

Timing of Return of Security Deposit. Within thirty (30) days after the end of Tenant's Lease term, Landlord will return Tenant's security deposit to Tenant, plus any accrued interest and less any allowed deductions. Interest and any deductions will be itemized. Tenant's security deposit or the balance thereof after deductions will be returned to Tenant by personal delivery or registered or certified mail.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of HUSBAND AND WIFE AND TWO CHILDREN, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

Tenant(s): DRK, MK, _____, _____ Landlord(s) or Landlord's Representative: , _____ Page 1 of 6

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. **INCLUDING ELECTRIC, GAS, TELEPHONE, CABLE, SEWER BILL, WATER BILL**
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - (g) Keep all air conditioning filters clean and free from dirt;
 - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
12. **INSURANCE.** Landlord, Landlord's agent or manager, or, if applicable, the Condominium or Homeowners' Association, are not responsible for insuring Tenant's or Tenant's permitted visitors' personal property and vehicles against loss or damage due to theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause. **Landlord has advised Tenant to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** The parties agree that, upon notification by Landlord, Tenant shall take all actions necessary to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In

Tenant(s): ERIC JAY, _____, _____

Landlord(s) or Landlord's Representative: [Signature], _____

the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

14. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
15. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at SEVEN HUNDRED AND FIFTY DOLLARS (\$755.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
18. **ANIMALS.** Tenant shall be entitled to keep no more than 1 domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of SEVEN HUNDRED FIFTY FIVE DOLLARS (\$755.00) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.
19. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
20. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
21. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
22. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within five (5) business days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of FIFTY DOLLARS (\$50.00). For purposes of this section, a "business day" means any day other than a Saturday, Sunday or State or federal holiday.
23. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired

Tenant(s): DRK, JAK, _____, _____

Landlord(s) or Landlord's Representative: (U), _____

term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
25. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
27. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
33. **CRIME INSURANCE.** As required by New Jersey law (NJSA Section 46:8-39), under Title VI of the Housing and Urban Development Act of 1970, the Federal Government is subsidizing crime insurance in order to make the same available to Residents in the State of New Jersey. Tenant, as a Resident, may be eligible to purchase this insurance from the SAFETY MANAGEMENT INSTITUTE, located in Washington, D.C. Tenant may contact this company directly to obtain an application and further information. Tenant may call the following toll free number: (800) 638-8780. Crime insurance is available for tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102 directly for an application.
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36. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Tenant(s): DRK, JAF, _____, _____

If to Tenant to:

Landlord(s) or Landlord's Representative: (U), _____

Page 4 of 6

[Landlord's Name]

Daniel and Jennifer Kinsella
[Tenant's Name]

[Landlord's Address]

96 Lafayette St.
Rensselaer, NY 12150
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

37. **TRUTH IN RENTING.** Resident acknowledges receipt today of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).

38. **ADDITIONAL PROVISIONS; DISCLOSURES.**

TENANT CAN USE 1/2 GARAGE IN REAR FOR STORAGE OF PERSONAL ITEMS NO COMBUSTIBLE MATERIAL ALLOWED

[Landlord should note above any disclosures about the premises that may be required under Federal or New Jersey law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord:

LANDLORD ("LANDLORD"):

Sign: _____

Print: _____

LANDLORD ("LANDLORD"):

Sign: _____

Print: _____

As to Tenant:

TENANT ("TENANT"):

Sign: J. Kinsella

Print: Daniel R. Kinsella

TENANT ("TENANT"):

Sign: Jennifer Kinsella

Print: Jennifer Kinsella

TENANT ("TENANT"):

Sign: _____

Print: Brody Kinsella

TENANT ("TENANT"):

Sign: _____

Print: Colin Kinsella

Tenant(s): DK, _____, _____

Landlord(s) or Landlord's Representative: (Signature)

LEAD-BASED PAINT DISCLOSURE (RENTAL)

9 B LAFFAYETTE ST Norwalk CT 07760
Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) (X) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

(b) Records and reports available to the Landlord (check (i) or (ii) below):

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) (X) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) DRK Tenant has received copies of all information listed above.

(d) DRK Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Tenant has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance. Landlord Initials: _____ Tenant Initials: _____ Agent Initials: _____

Certification of Accuracy: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

TENANT:

2/7/2012
Date

Daniel R. Kinsella
Printed Name

[Signature]
Signature

2/7/2012
Date

Jennifer Kinsella
Printed Name

[Signature]
Signature

LANDLORD:

2/7/12
Date

[Signature]
Printed Name

[Signature]
Signature

Date

Printed Name

Signature

AGENT:

Date

Printed Name

Signature



SEP 28 2009

17

DEVELOPER'S AGREEMENT

THIS AGREEMENT, entered into this 10th day of September, 2009

Between:

THE BOROUGH OF RUMSON, a Municipal Corporation of the State of New Jersey,
located in the County of Monmouth,

hereinafter referred to as "**Borough**";

AND

LAFAYETTE NAVESINK VIEW HOMES, LLC
c/o Giordano, Halleran & Ciesla
P.O. Box 190
Middletown, New Jersey 07748

hereinafter referred to as "**Developer**";

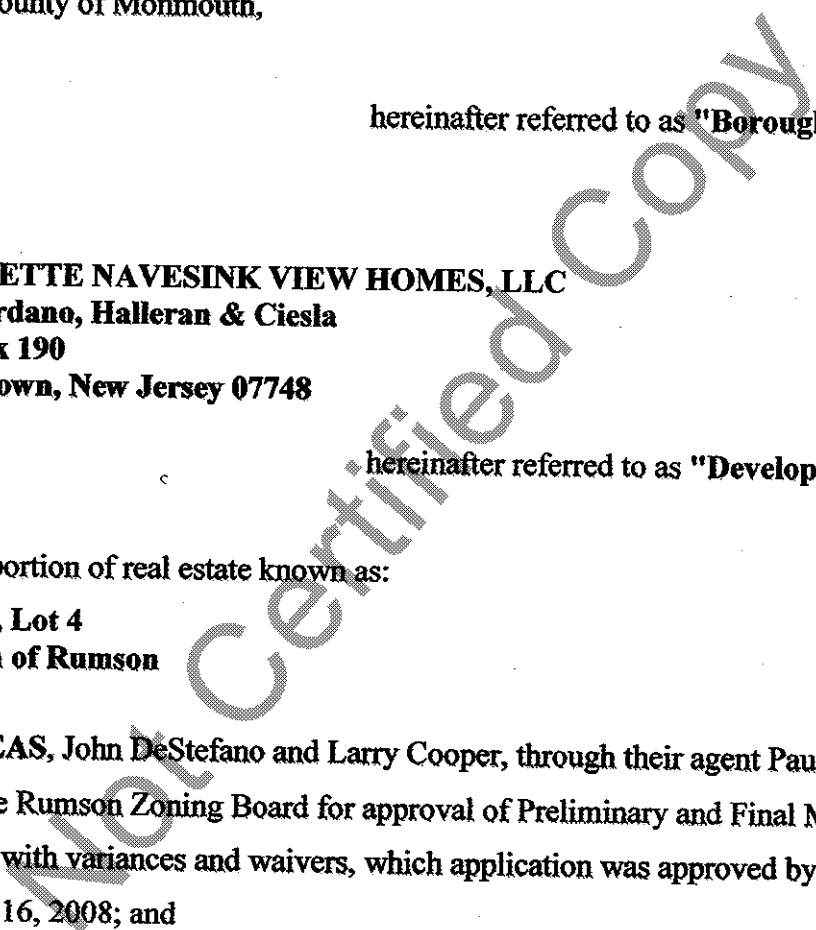
Affects all or a portion of real estate known as:

Block 8, Lot 4
Borough of Rumson

WHEREAS, John DeStefano and Larry Cooper, through their agent Paul Ryan, made application to the Rumson Zoning Board for approval of Preliminary and Final Major Site Plan Approval, along with variances and waivers, which application was approved by Resolution dated December 16, 2008; and

WHEREAS, the Zoning Board granted Preliminary and Final Approval to Site Plans prepared by Elizabeth M. Waterbury P.E., P.P. of E.M. Waterbury & Associates, P.A., dated May 27, 2007, revised through December 9, 2008, consisting of eight (8) sheets and Architectural Plans by Anderson/Campanella, Sheets A1 through A8, dated August 24, 2007, revised through December 9, 2008; and

TOTAL PAID \$200.00
FEES
COUNTY RECORDING \$200.00
Total Pages: 17
PAGE: 2718
BOOK: OR-8799
9:30:43 AM
Sep 29, 2009
RECORDED BY
2009111355
INSTRUMENT NUMBER
MONMOUTH COUNTY, NJ
CLAIRE FRENCH, CLK



WHEREAS, Lafayette Navesink View Homes, LLC has acquired the right, title, and interest to said Block 8 Lot 4 and the approval, and understands and agrees that it has acquired and assumes all the obligations and responsibilities of said Approval; and

WHEREAS, the Zoning Board of the Borough of Rumson viewed various maps and presentations of the Applicant and granted approval subject to compliance by the Developer with certain terms and conditions including all conditions as set forth in the Resolution dated December 16, 2008; and

WHEREAS, as the Developer is not the original Applicant, it agrees to be bound by all responsibilities and obligations as though it were the original Applicant; and the Developer represents that it is the holder of the fee simple title to the property described on page 1; and

WHEREAS, the Developer has caused Architect Daniel A. Perry to complete the Architectural Plans referenced above of Anderson/Campanella, with the authorization of Anderson/Campanella, and such completed Architectural Plans by Daniel A. Perry, Architect, consisting of 28 sheets dated September 8, 2009, are represented by the Developer to be conforming with the approved Plans by Anderson/Campanella and have been or will be subject to the review of the Borough Engineer as to conformance with the previously approved Architectural Plan by Anderson/Campanella and will be submitted to the Borough for building permit approval, and

WHEREAS, as a portion of the performance guarantee for improvements, the Developer and the Borough have agreed to enter into this Contract; and

WHEREAS, the approved Preliminary and Final Major Site Plan calls for certain improvements and the Developer has agreed to construct these improvements as shown on the submissions comprising the Developer's approved application, all of which are made a part of this Agreement by reference hereto as though fully set forth at length (hereinafter referred to as "plat") and the plans and improvements thereon are referred to as the "improvements" in this Agreement.

NOW THEREFORE, the parties to this Agreement for and in consideration of the mutual promises and covenants to each other made and for other good and valuable consideration, including the preliminary and final major Site Plan approval granted by the Zoning Board of the Borough of Rumson, hereby agree for themselves, their successors and assigns as follows:

1. Application of Agreement. The terms and conditions of this Agreement shall be applicable to the aforesaid property and all off tract improvements set forth herein, if any.

2. Developer/Owner Bound. The Developer/Owner agree to be bound by the testimony, representations, commitments, matters of fact and matters of law which constitute the file and record of the Zoning Board of the Borough of Rumson in this matter and that it will faithfully discharge all of the obligations and commitments thereof in accordance with applicable law.

3. Construction Subject to Ordinance. The Developer shall construct all improvements in accordance with the specifications of the Development Regulations of the Borough of Rumson as amended to date, in a manner satisfactory to the Borough Engineer and in accordance with the "plat" improvements set forth on the "plat"; including but not limited to, the installation of those items specifically set forth on Exhibit "A" attached. The Developer shall perform all work in full compliance and observation of all ordinances of the Borough of Rumson. The Developer shall be responsible for securing all permits required by law including road opening permits and others required by the ordinances of the Borough of Rumson and to pay the requisite fees called for under the appropriate fee schedules. After completing the construction of the improvements, the Borough shall be furnished with "as constructed" plans.

4. Performance Guarantees. In accordance with the New Jersey Municipality Land Use Law and N.J.S.A. 40:55D-53, Developer shall post with the Borough, performance guarantees in the amount of \$191,450 in the following manner and amounts: a Performance Bond or Letter of Credit subject to the approval of the Borough Attorney, with adequate surety to insure the faithful completion of the improvements aforesaid in the amount of \$172,305 and a cash deposit

in the amount of \$19,145. Any partial reduction granted in the performance guarantee pursuant to N.J.S.A. 40:55D-53 shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee.

5. Replacement Performance Bond. In the event any performance guarantee should lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect, the Developer, until an approved replacement performance guarantee has been deposited with the Borough, will cease and desist any and all work on the development, unless the required improvements under the approval, and the Developer's Agreement have been completed and approved by the Borough Engineer and Borough Council. In the event any occupancy is taking place in any improvements in the development, such occupancy shall then be deemed illegal, shall cease and desist.

In the event that any insurance company, financial institution or other entity issuing a performance guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a State or Federal Agency has taken over management of the entity or if, in the reasonable opinion of the Governing Body, the circumstances and condition of the entity results in the Borough declaring that it feels its interests are jeopardized, within 90 days of such written notification, the Developer shall replace the performance guarantees. In the event requested by the Developer, the Borough shall adopt a Resolution conditionally releasing the jeopardized performance guarantees subject to the posting of satisfactory substitute guarantees.

6. Engineering Escrows and Legal Fees. Developer shall pay an engineering inspection fee of \$19,145 by making an initial deposit of 25% of the anticipated inspection fees. When the balance on deposit drops to 10% of the anticipated inspection fees, the Developer shall make additional deposits of 25% of the anticipated inspection fees, which shall be calculated in accordance with N.J.S.A. 40:55D-53. All payments shall be made to the Borough Clerk. Over and above any costs associated with filing fees, the Developer shall post escrow deposits to cover the costs associated with the review of applications, both as to completeness and as to content; for the review and preparation of documents such as, but not limited to: drafting resolutions, ordinances, developer's agreements, and any necessary correspondence with Developer, Developer's professionals, the Borough of Rumson and/or its professional personnel including

but not limited to the Borough Engineer. The professional personnel will bill the Developer at the same hourly rate and in the same manner as it bills the Borough of Rumson. Escrow posted, escrow deposits and escrow fees are subject to compliance with N.J.S.A. 40:55D-52.

Should any deposit monies be left over in escrow at the completion of the Project, a refund will be made to the Developer within thirty (30) business days of completion of said project. Alternatively, should there be a shortage of funds in escrow to cover the legal costs described herein, the Developer shall pay the additional amount as certified by the Borough Chief Financial Officer.

7. Building Permit. In consideration of the execution of this Agreement, the posting of the guarantees as hereinbefore required, and after complying with the terms and conditions of the Resolution of approval of the Borough of Rumson Zoning Board with respect to this development, including but not limited to satisfaction of the conditions precedent for the issuance of a building permit, the Developer shall be entitled to a building permit for this development after proper application has been made to the Construction Official of the Borough and subject to this Agreement in all laws, rules and regulations applicable to this development.

8. Sewer Connection Fees. Developer agrees that prior to the execution of any maps by the Borough or issuance of any building permits, all required fees are to be paid any required sewer connection fees prior to construction start-up. The Developer shall provide proof of such payment to the Borough.

9. Shade Trees. Developer shall install shade trees in accordance with the Site Plan approval and the Ordinances of the Borough of Rumson.

10. Affordable Housing Development Obligation. As detailed in the Approving Resolution, the Development includes two (2) affordable housing units; one being a low income rental unit and one being a moderate income rental unit. These units shall be constructed as detailed in the Approved Plat and in compliance with regulations of the "Council on Affordable Housing (COAH) and the Borough as applicable to said rental units. The affordable housing restrictions on said units shall be in force and effect for a period of thirty (30) years,

commencing from the date of the issuance of a Certificate of Occupancy on both units (the last date as to CO issuance on either unit shall control as to the commencement date for both units).

The rental and occupancy of the affordable units shall be marketed and processed in accord with COAH Regulations and Section 22.7-35 of the Borough Code, as may be amended in the future. The Developer and the development must further comply with the applicable sections of Section 22-7.36 of the Borough Code as to rental units, as may be amended in the future.

Any conveyance of the rental affordable units to an investor/owner must include and contain in the conveyance documents the Deed Restriction and Mortgage lien provisions (if any) adopted by COAH and referred in Technical Appendix E in N.J.A.C. 5:80-26 APP, as may be amended in the future. The form of such conveyance documents must be submitted to the Borough prior to conveyance, and receive approval as to form prior to conveyance from the Borough Attorney.

11. Withholding Permits /Certificates of Occupancy. Developer understands and agrees that in the event it is in material violation of any of the terms of this Agreement, the **Borough** may, in its discretion, withhold the issuance of any further Building Permits and/or Certificates of Occupancy related to the Developer's project until the violation has been corrected.

12. Reliance of Borough . Developer understands and acknowledges that all conditions contained in this Resolution and the record of the proceedings in this matter, including any agreements made by the Developer, were essential to the Zoning Board's decision to grant the approval set forth herein. A breach of any such condition or a failure by the Developer to adhere to the terms of any agreement within the time required, subject to such extensions as permitted by law, shall result in the automatic revocation of the within approval and shall terminate the right of the Developer to obtain Construction Permits, Certificates of Occupancy or any other governmental authorizations necessary in order to continue development of the project. Notwithstanding the foregoing, the Borough agrees to provide the Developer with advanced written notice of any such breach or failure and a reasonable opportunity to cure prior to invoking the remedies set forth above.

13. Completion of Improvements. Subject to the requirements of the Municipal Land Use Law, the improvements contemplated in this Agreement and in the application shall be performed within a period of two (2) years from the date hereof or such additional periods of time as may be granted by the Borough in accordance with N.J.S.A. 40:55D-52 and prior to the issuance of a Certificate of Occupancy, with the exception of the additional two space parking area off Lafayette Street, as detailed in Condition 8 of the Board Resolution dated December 18, 2008. In the event the aforesaid improvements are not completed within that period, the Borough reserves the right to not issue any Certificate(s) of Occupancy or Building Permits for the subject property. In the event of an extension, the Borough may annually review the amount of performance guarantee with regard to its sufficiency to insure faithful completion of remaining required improvements and if found insufficient, require the Developer to increase the amount of performance guarantees. The issuance of a Certificate of Occupancy by the Borough within the two (2) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto. The failure of the Borough to declare the Developer in default upon the expiration of the two (2) years and/or the willingness of the Borough to allow the Developer additional time within which to complete the improvements shall not be deemed a waiver of any of its rights under this Agreement. In the event the Developer does not comply with the said ordinances, rules or regulations as set forth above, the Borough shall have the right to suspend any permits, including building permits, and to issue a stop work order to prevent all construction until such time as compliance is made.

14. Assignment/Sale of Premises. If the subdivision project or any part of same is sold, or otherwise conveyed by the Developer to another Developer prior to the installation of all improvements aforesaid, new security (Bonds/Letters of Credit and Developer's Agreements) shall be required from the new Developer. The Developer agrees to cooperate with the Borough to obtain same for and on behalf of the Borough.

15. Records. The Borough Engineer shall keep records of inspections and release reviews and the costs thereof and upon the Developer's written request, said records shall be

made available for inspection by the Developer or its representatives not more than quarterly during the regular business hours of the Borough Engineer.

16. Record Drawings. The Developer shall provide record drawings of all improvements and utilities, including water, sanitary sewer and storm drainage as constructed by the Developer both within its development site and off-tract, if required. Said record drawings shall be in conformance with applicable Borough standards and shall be both in hard copy and on disc. A final survey of the project lot, including showing the improvements thereon, must be submitted by at least the time of request for a Certificate of Occupancy for the last unit in the project.

17. Maintenance of Project. During the course of construction and until assumption of such obligations by a properly established condominium association of unit owners, Developer shall: (1) keep the site free of dirt, stone, mud and other debris and (2) maintain and keep all storm drainage within the site free from accumulation of debris and leaves. The date of assumption of such obligations by a properly established condominium association of unit owners for the purpose of this agreement is deemed to be the date pursuant to which under the condominium documents and state law the Developer cedes control of the condominium management and control to the association of unit owners and the final maintenance guarantees for the improvements are posted with the Borough. Subject to the requirements of the Municipal Land Use Law, maintenance guarantees shall be posted with the Borough for a period of two (2) years in an amount as required under the Municipal Land Use Law.

18. Water Hydrant/Snow Plowing. During the course of construction and until assumption of such obligations by a properly established condominium association of unit owners, as applicable, the Developer shall maintain and repair all of the common improvements within the development. In addition, the Developer shall provide and pay for all water hydrant, if any, and/or snow plowing services, which are necessary within the development until said obligations are assumed by a properly established condominium association. In the event that the Developer fails to pay for required fees for water hydrant and/or snow plowing services, then it is agreed that after ten (10) days written notice by the Borough to the Developer, the Borough may withdraw from the cash portion of the performance guarantee(s) such funds as are

necessary to reimburse the agency supplying such service, and to continue to make such payments as necessary from said funds in order to ensure continued water and/or snow plowing services. In addition, any amount so expended from the cash portion of the performance guarantee(s) shall be immediately replaced by the Developer in accordance with the terms of this Agreement.

19. Landscaping. During the course of construction and until assumption of such obligations by a properly established condominium association, as is applicable, the Developer shall maintain and repair all of the landscape improvements within the development. In addition, the Developer shall provide a sample "Contract of Sale for Real Property" to include a "Right of Entry" statement to allow the developer's landscape contractor access to private property to install, replace and maintain any landscape plantings required by the project approval until assumption of such obligations by a properly established condominium association. The Borough shall not schedule any site landscaping inspections prior to the receipt of the above documentation.

20. Lighting. During the course of construction and until assumption of such obligations by a properly established condominium association, as applicable, the Developer shall maintain and repair all of the lighting improvements within the development. If the development pursuant to P.L. 1975, c.291 (C.40:55D-531.6 et seq.) requires the installation of street lighting on a dedicated public street connected to a public utility, then upon notification in writing by the Developer to the Borough Committee that (1) the street lighting on a dedicated public street has been installed and accepted for service by the public utility and (2) that certificates of occupancy have been issued for at least 50% of the dwelling units on the public street or portion thereof pursuant to section 29 of P.L. 1975, c.291 (C.40:55D-38), the municipality shall, within thirty (30) days following receipt of the notification, make appropriate arrangements with the public utility for, and assume the payment of, the costs of the street lighting on the dedicated public street on a continuing basis. In addition, the Developer shall provide verification to the Borough for payment of the "Contribution Fee Rate" to the local utility for each light to be dedicated to the Borough. The "Contribution Fee Rate" verification shall consist of a completed "Contribution Fixture Recording Form" and a "Street Light Contribution Agreement" signed by the local utility

company. The required "Contribution Fee Rate" verification shall be submitted to the Borough at or before the developers written request for the Borough to assume street lighting energy costs. The Borough shall not schedule any street lighting inspections without the required verification. The Borough will, within 30 days following receipt of the Developer's request for the Borough to assume the lighting costs, review the installed lighting and prepare a report of corrective action to be taken by the Developer or issue an approval for the site lighting. Appropriate arrangements will be made by the Borough with the public utility to assume the payment of the costs of the street lighting on the dedicated public street on a continuing basis within 30 days of issuance of the approval notice. It is understood and agreed that the Borough's obligation for the payment of the costs of street lighting shall not become effective unless the Borough has received notice in writing from the Developer as set forth above. Compliance by the Borough with the provisions of this paragraph shall not be deemed to constitute acceptance of the street by the Borough.

21. Voluntary Payments. The Developer hereby specifically and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. The Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and is undertaking them voluntarily.

22. Release of Maps. Any payments, posting of bonds or other financial obligation required to be performed by the Developer in this Agreement, unless specifically set forth otherwise, shall be done and/or performed prior to the release of final Site Plan or subdivision maps for filing with the Clerk of Monmouth County and prior to the signing of any Site Plan or subdivision maps.

23. Hold Harmless from Defects. For a period of two (2) years after the acceptance of any improvements by the Borough, the Developer agrees to hold the Borough harmless from any defects of workmanship or materials.

24. Conditions of Approval. The Developer shall also comply with the following terms and conditions prescribed by the Borough of Rumson in connection with final approval of said plat:

- (a) Compliance with all requirements of all Ordinances of the Borough of Rumson and all proper recommendations of the Borough Engineer and the Borough Board of Health.
- (b) All recommendations, conditions and requirements of the Monmouth County Planning Board shall be complied with and the Developer shall pay all costs of improvements, if any, as may be required by said Monmouth County Planning Board including the posting of any bonds by the aforesaid County of Monmouth.
- (c) Developer shall post satisfactory performance bonds to guarantee the installation of such improvements as may be required by Monmouth County, if any.
- (d) New Jersey Department of Environmental Protection approval of wetlands and buffer delineations, and any other permits, if applicable.
- (e) Approval of the Rumson Superintendent of Sewers for sewer service.
- (f) Subject to all reports of the Borough Engineer.
- (g) Subject to compliance with all other municipal, county, state and federal regulations and obtaining all necessary approvals prior to the commencement of construction.

25. Recording of this Agreement. Developer grants permission for this Agreement to be recorded in the Monmouth County Clerk's Office, at the Developer's expense, and remain on record until it has complied with the obligations herein at which time the governing body shall adopt a Resolution authorizing the execution of a Release and Satisfaction of Developer's Agreement in recordable form.

26. Deeds and Supporting Documents. Developer shall provide to the Borough such documents, including but not limited to Deeds, Affidavit of Title, Corporate Resolutions to Convey, and a letter or certificate from a title insurance company which certifies that Grantor is the fee owner of the property and has the ability to transfer the interest conveyed without encumbrances, as are necessary to convey a valid and marketable easement(s) or fee title, as the case may be, to such dedications of property or easements as revealed on the plat.

27. Development Entrances/Exits. The Developer shall be responsible for the cleaning and sweeping of the proposed private roadways at the point of entrance to and exit from the development project to avoid the accumulation of debris and to maintain the public roadways in a clean and safe condition. In the event that the Developer fails to maintain the roadways in accordance with the foregoing standard, upon ten (10) days written notice without the developer taking proper action, the Borough may cause same to be done and the Superintendent of the Department of Public Works shall certify the Borough's expense in connection therewith to the Borough Chief Financial Officer/ Tax Collector. This does not preclude the Borough from acting without such notice in the event of an emergent situation creating a hazard to safety. Said amount shall constitute a lien upon the premises, and permission is hereby given that such lien may be shown on municipal certificates of lien issued for the subject property by officials and/or employees of the Borough.

28. Litigation and Attorney's Fees. In the event the Borough is involved in any litigation, or other similar action, whether initiated by the Borough or by others, which action relates in any way to the terms of this Agreement or the Developer's performance hereunder in which litigation the instituting party prevails, the Developer agrees to pay/reimburse the Borough for all costs and expenses, including reasonable attorney's fees and expert witness fees. The Borough shall have the option of having such fees taxed in the underlying action, or maintaining a separate action for same. This shall not apply to any actions or litigation filed against the Borough where the litigation is determined by the Court as resulting from the wrongful conduct on the part of the Borough, its agents or employees.

29. Borough Observation and Inspections. The Borough, its consultants, employees and agents shall be given free access to observe construction of roads, sanitary sewers, water mains, storm sewers, landscaping for buffer areas and appurtenances associated with the approved plan. The purpose of such observations shall be limited to providing the Borough with a greater degree of confidence that such improvements will be constructed in accordance with

the Developer's approved submittals. The Borough or its representatives, consultants, employees or agents shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer hereby expressly agrees to indemnify and hold the Borough, its representatives, consultants, employees and agents harmless from and against all claims, Costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the Borough, its representatives, consultants, employees and agents in the event that the Borough, its representatives, consultants, employees and agents is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer is not an agent or employee of the Borough.

30. Compliance with Applicable Laws. The Developer shall comply with all laws and regulations of the State of New Jersey, County of Monmouth and Borough of Rumson. In addition, Developer shall comply with all environmental laws and regulations of the federal and state governments, including but not limited to the State Flood Control Facility Act (N.J.S.A. 58:16A-1, et seq.), Flood Hazard Area Control Act (N.J.S.A. 58:16A-51, et seq.), the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11, et seq.) the Industrial Site Recovery Act (N.J.S.A. 13:1K-6, et seq.), the Worker Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.), the Noise Act of 1971, (N.J.S.A. 13:1G-1, et seq.), the Freshwater Wetlands Act (N.J.S.A. 58:10A-1 et seq.) the Safe Drinking Water Act (N. J. S. A - 5 8: 12A- 1, et seq.) , the Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.) the Realty Improvement and Sewerage Facilities Act (N.J.S.A. 58:11-23, et seq.) and any other environmental acts or regulations adopted by the federal, state, county or local government. Failure to comply with these laws and any violations thereof shall be deemed to be a breach of this Agreement. To the extent the Borough must bring an action for compliance with this Agreement, defend or participate in any litigation with regard to said laws or regulations related to the Developer's development and/or

actions whether purposeful or negligent, any such action shall be subject to the provisions set forth in the Indemnification and Attorney's Fees paragraph below. In addition, the Developer shall indemnify and hold the Borough harmless for such violations and shall reimburse the Borough for any and all fees, judgments or penalties entered against the Borough as a result of the purposeful or negligent acts of the Developer.

31. Indemnification and Attorney's Fees. Developer agrees to indemnify and hold the Borough, its officials, officers, agents, servants, representatives, employees, the Borough Engineer and its employees, harmless from and against any claim, liability, cost or expense of every kind and nature arising from Developer's performance of the Developer's obligations pursuant to this Agreement, the failure by Developer to perform such obligations, any action or failure to act by the Developer with respect to the development to which this Agreement is applicable or in connection with any allegation of any of the foregoing. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to costs and expenses of litigation, including but not limited to expenses and fees in connection with the utilization of any fact or expert witnesses as well as reasonable attorney fees. When requested by the Borough, the Developer agrees to aid and/or defend the Borough, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action relating to activities or obligations of the Developer arising under this Agreement or in connection with the development to which this Agreement applies.

32. Severability. If any terms or conditions are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

33. Interpretation of Law. This Agreement shall be interpreted under and governed by the laws of the State of New Jersey. Jurisdiction for any action brought related to this Agreement, or the work hereunder, will be in the Superior Court of New Jersey, Monmouth County.

34. Notice to Arboreal and Preconstruction Meeting. The Developer shall provide forty-eight (48) hours notice to the Borough Engineer and Borough Arboreal prior to any

clearing, grading, construction or tree removal at the site. The Developer shall utilize a fence to protect those areas, which will remain undisturbed throughout the construction. In addition, there shall be a preconstruction meeting with the Borough Engineer prior to the commencement of any construction affecting public improvements.

35. Ownership/Individuals. The Developer shall provide to the Borough Clerk a list setting forth the name and address of the individuals and/or entities each having an interest of ten (10%) percent or more in this development and hereby certifies the correctness of that list. The Developer further agrees that it will provide the Borough with any changes in this list in writing within thirty (30) days of the date of such occurrence. (Developer will have 100% interest in the development.)

36. No Convictions. The Developer herein represents that neither the Developer nor any person owning 5% or more of the stock or equity interest in the Developer's business has been convicted of an offense under N.J.S.A. 2C:27-2; 2C:27-4; 2C:27-6 and 2C:27-7; N.J.S.A. 2C:29-4; 2C:30-2 and 2C:30-3. This representation is made pursuant to P.L. 1981, CH. 356.

37. Notices. All notices required or permitted under this Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designated by the parties in writing.

38. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

39. Insurance Coverage. Liability insurance coverage in the amount of \$1,000,000 shall be provided to the Borough. The policy shall specify the Borough of Rumson and T&M Associates/Borough Engineers, and their agents and employees, as additional insureds with respect to their interest or involvement in work performed by the above named insured at the above named project. It shall indemnify and hold harmless the Borough, its elected and appointed officials and employees and T&M Associates/Engineers and its employees.

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be signed by its proper authorized parties and has caused its proper seals, if any, to be affixed hereto. The Borough of Rumson has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper corporate seal to be affixed as of the date and year first above written.

ATTEST: (Affix Seal)

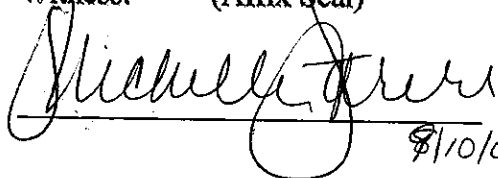
BOROUGH OF RUMSON

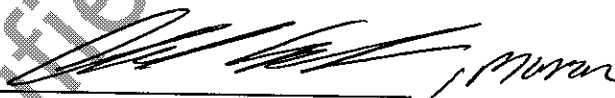

Borough Clerk

By: 
Mayor

Witness: (Affix Seal)

LAFAYETTE NAVESINK VIEW HOMES, LLC


8/10/09

By: 

Not Certified Copy

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

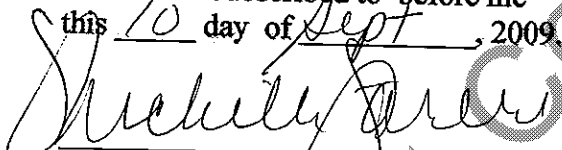
ss:


COUNTY OF MONMOUTH :

I CERTIFY THAT on Sept 10, 2009, Charles Farkoun personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) This person is the Managing Member of Lafayette View Homes, LLC, the Limited Liability Company named in this document; and
- (b) This person is authorized, pursuant to the Operating Agreement, to execute papers on behalf of the Company; and
- (c) This document was signed and delivered by the Company as its voluntary act duly authorized by a proper resolution of the Members authorized by the Operating Agreement to authorize such acts; and

Sworn and Subscribed to before me
this 10 day of Sept, 2009.


Notary Public of New Jersey


Secretary

Not Certified Copy

702
Record + Return to:
Progressive Lawyers
Services
46-50 Throckmorton St.
Freehold, NJ 07728

6.D. 100% Affordable Housing/Municipally Sponsored

Affordable Housing 1 Carton Street (AH-1)

Rumson Road (RR) District

Bingham Avenue (BA) District

20-017 D

**AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND
CHAPTER XXII “DEVELOPMENT REGULATIONS”, TO CREATE THE AH-1 – CARTON
STREET AFFORDABLE HOUSING ZONE**

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth and State of New Jersey that Chapter XXII (Development Regulations) of the Code of the Borough of Rumson is hereby amended or supplemented as follows:

PURPOSE

The purpose of this Ordinance is to Amend *Chapter XXII of the Development Regulations* to add Section 22-5 (Zoning District Regulations) Subsection 22-5.20 Carton Street Affordable Housing Zone (AH-1) as an additional zoning district.

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the Land Development Ordinance is made, the standards of the Development Regulations shall apply:

SECTION 1

That Chapter XXII, Development Regulations, Section 22-5 (Zoning District Regulations) Subsection 22-5.20 Carton Street Affordable Housing Zone (AH-1) shall be added as follows:

22-5.20 Carton Street Affordable Housing Zone (AH-1)

- a. Purpose: The AH-1 Zone is intended to provide for development of 100% affordable dwelling units. The AH-1 Zone shall provide for 10 family rental apartments and a 5-bedroom special and supportive needs unit.
- b. Location. The AH-1 Zone is applicable to Block 59, Lot 10 .
- c. Permitted uses. The following principal uses shall be permitted:
 1. Multi-family rental housing; and
 2. Supportive and Special needs housing.
- d. Accessory Uses Permitted. The following accessory uses and structures shall be permitted provided they are located on the same premises as the principal use or structure to which they are accessory and are located in the rear or side yard:
 1. Accessory uses on the same lot with and customarily incidental to, any of the above permitted uses.
 2. Surface parking area and garages.
 3. Active and passive recreational amenities.
- e. Development Standards
 1. Minimum lot size is equal to the size of Block 59, Lot 10.
 2. Maximum height: 2 ½ stories or 40 feet
 3. Maximum building coverage: 30%
 4. Maximum Lot Coverage: 85%
 5. Minimum front yard setback: 20 feet
 6. Minimum side yard setback: 10 feet
 7. Minimum rear yard setback: 20 feet

8. A minimum 10-foot vegetated buffer shall be provided adjacent to the side and rear lot lines in accordance with subsection 22-8.4e.
9. Lighting for parking areas and driveways shall not exceed twelve (12) feet in height.
10. All refuse and recycling storage shall be fully enclosed and screened within a masonry refuse enclosure that is a minimum of 6 feet in height on all sides and shall contain façade materials that are consistent with the materials used for the principal structure.
11. Compliance with Residential Site Improvement Standards (N.J.A.C. 5:21) is not required and if appropriate, the Planning Board may grant a de minimis exception.
12. Building Design.
 - a. Buildings shall be required to incorporate high-quality architectural features that are characteristic of and complimentary to significant buildings reflecting the traditional architecture in the NB, GB and POB zoning districts. The applicant for any development shall demonstrate such design by providing examples of and comparisons with existing high-quality architecturally significant buildings.
 - b. All HVAC and mechanical equipment shall be adequately screened from view.
13. Affordable Housing.
 - a. The AH-1 Zone shall provide ten (10) affordable family rental units and one (1) five-bedroom supportive and special needs unit. Affordable units in said projects must be affordable to very low, low- and moderate-income households in accordance with the Borough's Affordable Housing Ordinance, the Borough's Housing Element and Fair Share Plan, any applicable Order of the Court (including a Judgment of Compliance and Repose Order), the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and applicable New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq.
 - b. The family rental affordable housing shall include standards for the split between very low, low and moderate income housing providing a minimum of thirteen percent (13%) of the affordable units within each bedroom distribution as very low-income units at thirty percent (30%) of the median income, thirty-seven percent (37%) of the affordable units within each bedroom distribution as low-income units, with the fifty percent (50%) balance of units within each bedroom distribution allowed to be moderate-income units, unless otherwise agreed to by Fair Share Housing Center and Rumson in a court-approved writing. Said affordable housing will also comply with bedroom distribution requirements (unless otherwise agreed to by Fair Share Housing Center and Rumson in a court-approved writing), pricing and rent of units, affirmative marketing, at least 30-year minimum affordability controls set by deed restriction in accordance with UHAC and the Borough's Affordable Housing Ordinance, and the affordability controls shall remain unless and until the Borough, in its sole discretion, takes action to extend or release the unit from such controls. Construction phasing with any market rate units developed on the tract is required by N.J.A.C. 5:93-5.6(d).
 - c. The Borough designated Affordable Housing Administrative Agent, or a qualified Administrative Agent selected by the Developer, shall be responsible to affirmatively market, administer and certify the occupant of each on-site affordable unit, in accordance with the Borough's affirmative marketing plan and applicable law, including the posting of all affordable units on the online New Jersey Housing Resource Center website, with all administrative costs to be paid by the Developer.

SECTION 2

All Ordinances or parts of Ordinances inconsistent with this Ordinance if held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this Ordinance.

SECTION 3

The Borough Clerk is hereby directed, upon adopt of the Ordinance after public hearing thereon, to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Monmouth County Planning Board as required by N.J.S.40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Borough Tax Assessor as required by N.J.S.40:49-2.1.

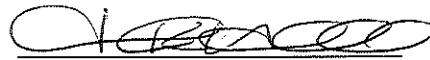
SECTION 4

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

Introduced: November 17, 2020.

Passed and Approved: December 15, 2020.

I hereby approve of the
passing of this ordinance.



Joseph K. Hemphill
Mayor

Attest:



Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

20-014 D

**AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND CHAPTER XXII
“DEVELOPMENT REGULATIONS” SECTION 22-5 “ZONING DISTRICT
REGULATIONS”, TO CREATE A RESIDENTIAL ZONE ALSO KNOWN AS THE
RUMSON ROAD HOUSING ZONE DISTRICT (RR)**

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth and State of New Jersey that Chapter XXII (Development Regulations) of the Code of the Borough of Rumson is hereby amended or supplemented as follows:

PURPOSE

The purpose of this Ordinance is to Amend *Chapter XXII* of the *Development Regulations* to add Section 22-5 (Zoning District Regulations) Subsection 22-5.20 Rumson Road Housing Zone District (RR) as an additional housing zone district.

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the Land Development Ordinance is made, the standards of the Development Regulations shall apply:

SECTION 1

That Chapter XXII, Development Regulations, Section 22-5 (Zoning District Regulations) is hereby amended to establish the Rumson Road Housing Zone District (RR) and establish Subsection 22-5.20 to provide zoning requirements:

Chapter 22-5.20 Rumson Road Housing Zone District (RR)

A. Applicability.

The use, bulk, design and performance standards of the RR District shall supersede the zoning provisions of the Rumson Borough General Ordinances and the Development Regulation Ordinance (Chapter XXII). However, where the regulations and standards of the RR District are silent, the standards of the General Ordinances and Chapter XXII shall apply.

B. Purpose.

The RR District provides land use regulations for the redevelopment of the site where specific site elements are incorporated that limit the impact to the surrounding parcels through the requirement of adequate development setbacks, alternate means of access and sufficient buffering. The RR District is intended to provide for the development of multifamily housing with a payment in-lieu contribution to the Borough’s Affordable Housing Trust Fund to support the development of very low, low and moderate income housing elsewhere in the Borough. The RR District is being created to implement the Settlement Agreement between the Borough of Rumson and Yellow Brook Property Co., LLC, which was entered into on January 16, 2020 (hereinafter the “Yellow Brook Settlement Agreement”), the terms and conditions of which are incorporated herein by reference.

C. Permitted Uses. Permitted principal uses and structures. The following principal uses and structures shall be permitted in the RR District.

1. Triplex Dwellings.
2. Carriage Home Dwellings.
3. Public and private open space and parks.

D. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the RR District:

1. Fences and walls.

2. Off-street parking including stand-alone garages.
3. Site Furnishings (seating, etc.).
4. Accessory structures as depicted on the concept plan that is attached to the Yellow Brook Settlement Agreement as Exhibit C. The exhibit is also attached hereto as Exhibit A.

E. Community Design and Access. Any plan for the development of the parcel shall be substantially consistent with Exhibit C of the Yellow Brook Settlement Agreement (also attached hereto as Exhibit A), which shall be utilized, in terms of layout, arrangement, scale and intensity. Principal buildings are not required to front on an improved public street as the carriage house dwelling is permitted to be located behind the triplex dwelling.

F. Maximum Building Height.

1. Maximum building height for the triplex and carriage home dwellings shall not exceed 35 feet in height and two and a half (2 ½) stories.
2. Maximum building height for the stand-alone garage buildings shall not exceed 22 feet in height and one and a half (1 ½) stories.

G. Area and Yard Requirements.

The following area and bulk regulations shall apply:

1. Maximum number of dwelling units: 16
2. Maximum building coverage: 15%
3. Maximum impervious coverage: 32%
4. Minimum setback from right-of-way: 55 feet
5. Minimum setback from tract boundary (other than ROW): 40 feet
6. Minimum buffer width from tract boundary: 25 feet
7. Minimum distance between triplex dwellings: 30 feet to foundation / 23 to feet porch
8. Parking spaces shall be provided for all residential dwellings according to the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21).
9. Parking areas and driveways shall be located a minimum of 25 feet from any tract boundary.
10. Garages shall not face the public right-of-way without an intervening principal building projection line situated between the garage and the public right-of-way.
11. 60% of the required parking shall be provided within an enclosed garage.
12. Parking not within a garage shall not be visible from the public right-of-way, and shall be screened from adjoining property owners and the public right-of-way with plantings, walls and fences to provide 100% opacity.
13. Outside refuse disposal is not permitted. Refuse disposal container shall be contained with the buildings.
14. The buffer area shall not include driveways, parking, utilities, stormwater management, patios, courtyards, decks, mechanical equipment or buildings.

- a. Existing vegetation within the buffer that is not considered invasive or dead or dying shall be preserved.
- b. Landscape buffers shall consist of a combination of deciduous trees, conifers, shrubs, berms, and if appropriate, fences or walls in sufficient quantities and sizes to perform their necessary screening function.
- c. Existing on-site trees to remain within the required buffer area shall be utilized as part, and incorporated into, the buffer design.
- d. Proposed screening layout and elements shall be placed only within the required buffer area and are subject to review and approval by the Borough.
- e. Proposed plant material shall provide a four-season interest, be deer tolerant and consist primarily of native species. Invasive plant species shall not be allowed. Applicants are encouraged to use the New Jersey American Native Plant Society and the Rutgers Agricultural Extension Service websites as a guide in species selection.
- f. Plant material shall be installed at the following minimum sizes:
 - Deciduous trees – 3” caliper minimum
 - Conifer trees – 8’ height minimum
 - Large Evergreen and Deciduous Shrubs – 4’ height minimum
 - Small Evergreen and Deciduous Shrubs – 2’ height minimum
- g. Drip irrigation is encouraged to be incorporated within the landscape buffer area to ensure the success of the proposed plant material.
- h. All other requirements from Section 22-8.4 shall apply.

H. Design Standards. Deviations from these design standards shall be considered exceptions pursuant to the procedure articulated in the New Jersey Municipal Land Use Law at N.J.S.A. 40:55D-51.

- 1. Building Design. The purpose of these building design standards is to ensure that the design of buildings promotes a desirable visual and spatial environment, and that the buildings fit within the existing range of vernacular styles within Rumson Borough. The design of the buildings shall comply with the following standards, and shall be substantially consistent with Exhibit C of the Yellow Brook Settlement Agreement, which is also attached hereto as Exhibit A.
- 2. Pedestrian Circulation. Pedestrian walkways connecting streets and parking area to the dwellings shall be provided. All walkways shall be constructed of brick or brick pavers.
- 3. Curbing. All vertical curbs shall be 6” in height and constructed of Belgian block, unless mountable Belgian block curbs are proposed.
- 4. Lighting.
 - a. General. All outdoor lighting should be coordinated as to style, material and color. Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area. All exterior lighting shall be designed, located, installed and directed in such a manner as to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property. The use of light emitting diode (LED) fixtures is required for energy efficiency and uniform illumination.

- b. Parking lots shall be illuminated with a minimum of two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
- c. Illumination at property lines shall not exceed one-tenth (0.1) foot-candle, excluding public street rights-of-way.
- d. Lighting shall be provided by fixtures in parking lots with a mounting height not more than 16 feet measured from the ground level to the center line of the light source and lighting fixtures no to exceed twelve (12) feet in height shall be provided for pedestrian walkways and residential areas outside of parking lots.
- e. Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface, except that no illumination shall be required for trails and pathways in the passive recreation land use area. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
- f. Fixtures for illumination shall be full cutoff luminaires.

5. Mechanical Equipment.

- a. General. Such areas, due to their visual and noise impacts onto adjacent properties and visitors to the site shall be screened, recessed and enclosed.
- b. Outdoor storage, utility meters, HVAC equipment, and other such service functions shall be incorporated into the overall design of the buildings and site layout. Walls, screens and enclosures for such uses shall be of a similar construction and material as the primary buildings to which they are associated. Such accessory structures and uses shall be adequately landscaped to the point where the visual and acoustic impacts of these functions in conjunction with walls, screens and/or enclosures are fully contained and out of the view from general passersby.

I. General Standards.

- 1. There shall exist approved public water and public sewer systems which shall be available to each unit prior to the issuance of the building permit for that unit.
- 2. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept subject to a developer's agreement with the Borough.
- 3. Off-tract improvements including safety improvements at the intersection of Rumson Road and Osprey Lane shall be constructed in coordination with the Borough and the County.

J. Affordable Housing.

A payment in-lieu contribution to the Borough's Affordable Housing Trust Fund for the provision of four (4) off-site affordable housing units is required for development within the RR zone, as per the terms and conditions in Section 4.2 of the Yellow Brook Settlement Agreement.

SECTION 2

Chapter XXII (Development Regulations Zoning Map appendix) is hereby amended to add the Rumson Road Housing Zone District (RR) for Block 124, Lot 31.

SECTION 3

If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

SECTION 4

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5

The Borough Clerk is hereby directed, upon adopt of the Ordinance after public hearing thereon, to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Monmouth County Planning Board as required by N.J.S.40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Borough Tax Assessor as required by N.J.S.40:49-2.1.

SECTION 6

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

Introduced: November 17, 2020.

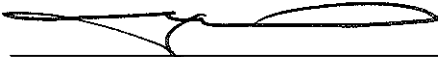
Passed and Approved: December 15, 2020.

I hereby approve of the passing of this ordinance.



Joseph K. Hemphill
Mayor

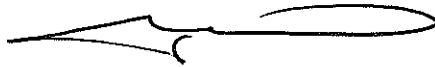
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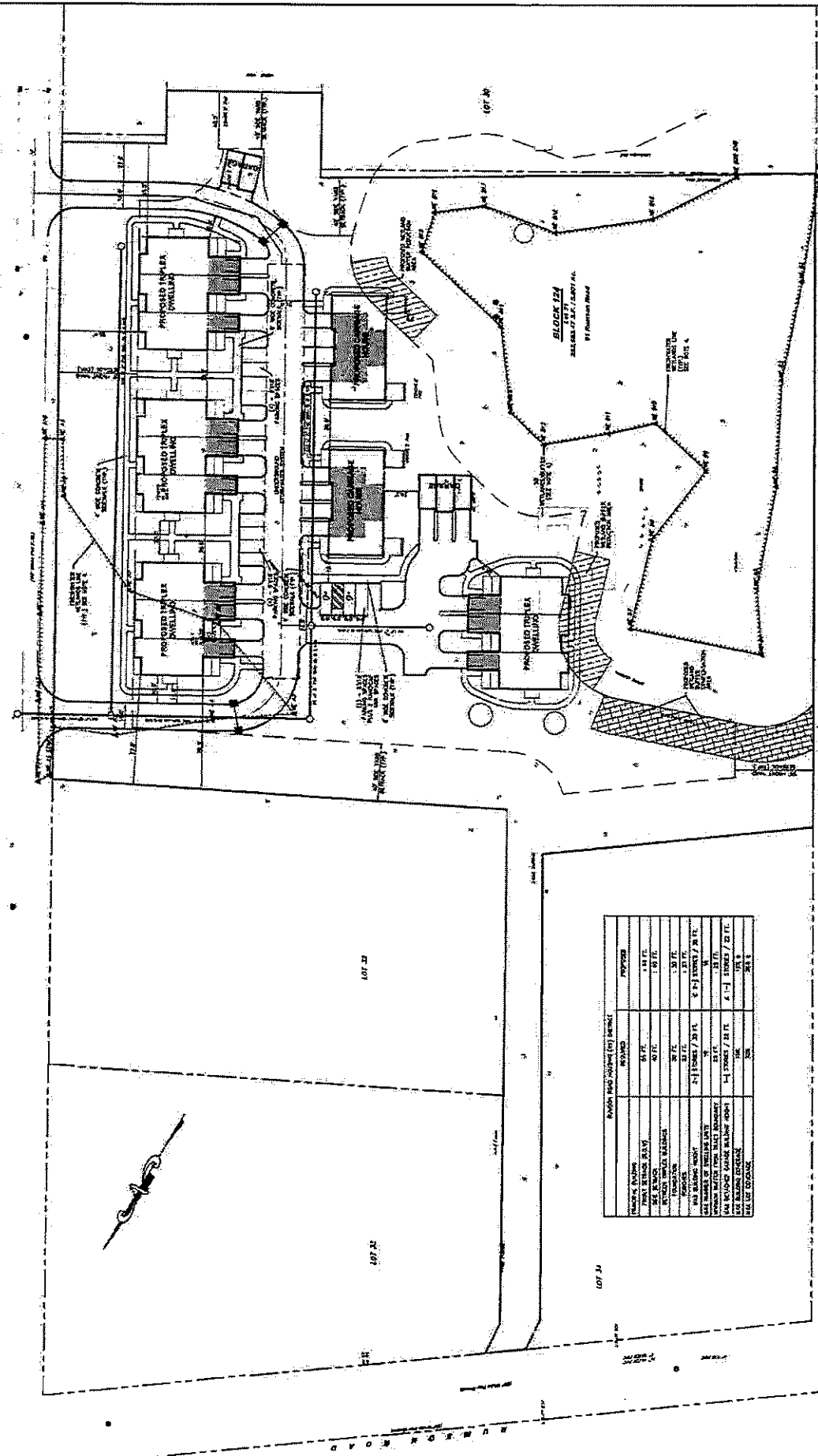
Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



PROPOSED		EXISTING	
AREA (SQ. FT.)	1,411.00	1,411.00	1,411.00
PERCENTAGE	20.00%	20.00%	20.00%
NUMBER OF UNITS	2	2	2
NUMBER OF UNITS PER ACRE	1.41	1.41	1.41
NUMBER OF UNITS PER LOT	2	2	2
NUMBER OF UNITS PER BLOCK	4	4	4
NUMBER OF UNITS PER TRACT	4	4	4
NUMBER OF UNITS PER SECTION	4	4	4
NUMBER OF UNITS PER TOWNSHIP	4	4	4
NUMBER OF UNITS PER COUNTY	4	4	4
NUMBER OF UNITS PER STATE	4	4	4
NUMBER OF UNITS PER COUNTRY	4	4	4

NOTES:

1. BASE MAP INFORMATION OBTAINED FROM PLAN ENTITLED: "RECORDING OF PLAT OF SUBDIVISION OF PARCELS, IN ACCORDANCE WITH THE ACTS OF PARCELS ASSOCIATES DATED JULY 24, 2011."
2. ALL DIMENSIONS SHOWN ARE OBTAINED FROM VARIOUS APPROPRIATE, SEALED AND SIGNED PLANS AND RECORDS OF THE TOWN OF RUMSON, NEW JERSEY, AND ARE TO BE USED AS A GUIDE ONLY. THE ACTUAL DIMENSIONS OF THE PROPERTY SHALL BE DETERMINED BY A SURVEYOR'S FIELD MEASUREMENTS AND SHALL BE SHOWN ON THE FINAL RECORDING OF THE PLAT OF SUBDIVISION.
3. THE PLAT SHALL BE USED FOR ILLUSTRATION PURPOSES ONLY. THE ACTUAL DIMENSIONS OF THE PROPERTY SHALL BE DETERMINED BY A SURVEYOR'S FIELD MEASUREMENTS AND SHALL BE SHOWN ON THE FINAL RECORDING OF THE PLAT OF SUBDIVISION.
4. THE PLAT SHALL BE USED FOR ILLUSTRATION PURPOSES ONLY. THE ACTUAL DIMENSIONS OF THE PROPERTY SHALL BE DETERMINED BY A SURVEYOR'S FIELD MEASUREMENTS AND SHALL BE SHOWN ON THE FINAL RECORDING OF THE PLAT OF SUBDIVISION.



CONCEPT PLAN FOR
LOT 31, BLOCK 124
91 RUMSON ROAD
 TOWNSHIP OF RUMSON, NEW JERSEY
 PROJECT NO. 2011-001
 DATE: 07/24/11
 SCALE: 1/4" = 1'-0"



BEFORE
FACING 4 OSPREY LANE, STAKE LOCATION: 1-2



AFTER
FACING 4 OSPREY LANE, STAKE LOCATION: 1-2

NOTE: SEE SCHEMATIC LANDSCAPE BUFFER PLAN FOR STAKE LOCATIONS



BEFORE
FACING 93 RUNSON ROAD, STAKE LOCATION: 4-5



AFTER
FACING 93 RUNSON ROAD, STAKE LOCATION: 4-5



BEFORE
FACING 10 OSPREY LANE, STAKE LOCATION: 13-14



AFTER
FACING 10 OSPREY LANE, STAKE LOCATION: 13-14

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20

LANDSCAPE BUFFER PLAN
 (SEE PLAN SHEET 100)
 PROPOSED RESIDENTIAL DEVELOPMENT
 93 RUNSON ROAD
 LOT 12, BLOCK 13A
 WASHINGTON COUNTY, MISSISSIPPI
 PREPARED BY: FRA
 DATE: 10/15/2014

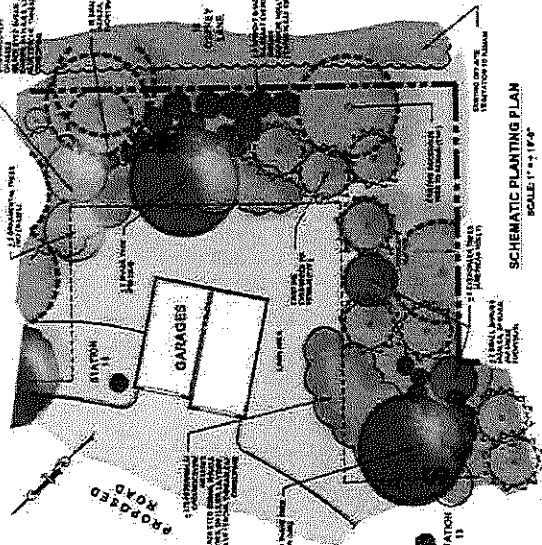


BEFORE
LOOKING SOUTH TOWARDS 14 OPPREY LANE STAGE LOCATION: 13-14

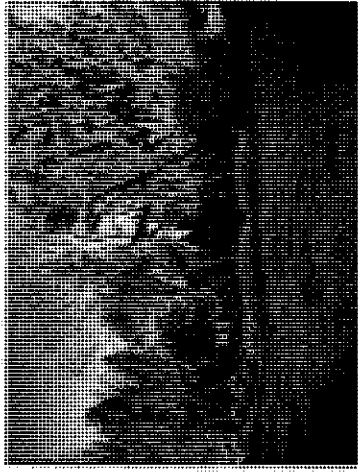


SCHMATIC AFTER ELEVATION

LOOKING SOUTH TOWARDS 14 OPPREY LANE STAGE LOCATION: 13-14

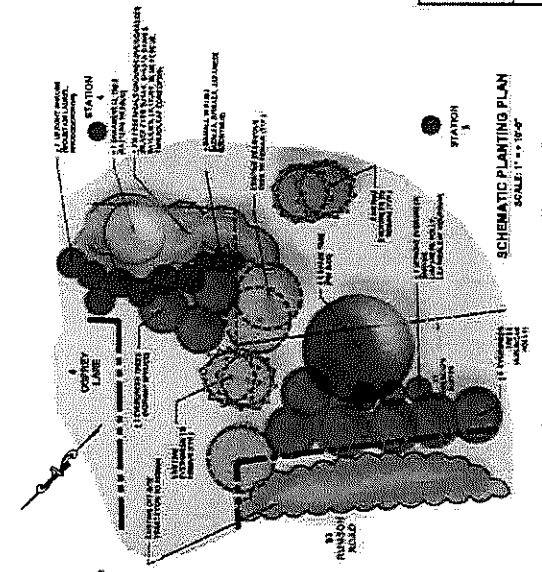


BEFORE
LOOKING WEST TOWARDS 12 JUNCTION ROAD STAGE LOCATION: 4-5



SCHMATIC AFTER ELEVATION

LOOKING WEST TOWARDS 12 JUNCTION ROAD STAGE LOCATION: 4-5

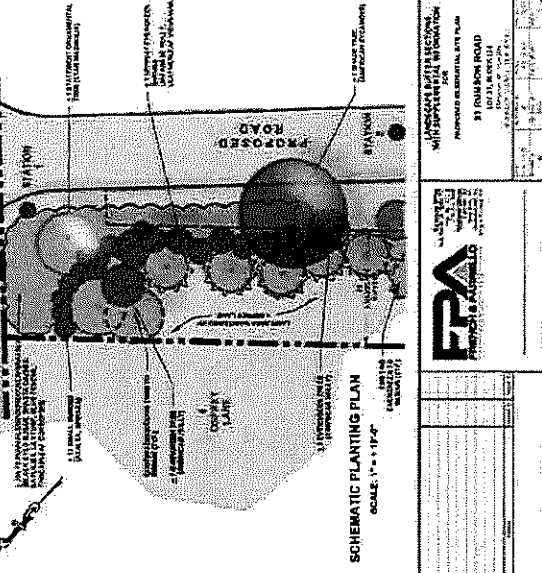


BEFORE
LOOKING NORTH WEST TOWARDS 4 OPPREY LANE STAGE LOCATION: 1-3



SCHMATIC AFTER ELEVATION

LOOKING NORTH WEST TOWARDS 4 OPPREY LANE STAGE LOCATION: 1-3



FPA
FRA
PROFESSIONAL ENGINEERING FIRM
10718 130th Street, NE
Bellevue, WA 98004
206.462.1000
www.fpa.com

PROJECT NO. 10718-130
DATE: 10/15/11
SCALE: 1" = 10'-0"

UNUSUAL SITE CONDITIONS
WITH RESPECT TO THE LOCATION
OF THE PROPOSED ROAD
BY PUNJABI ROAD
10718-130



OSPREY LANE ELEVATION

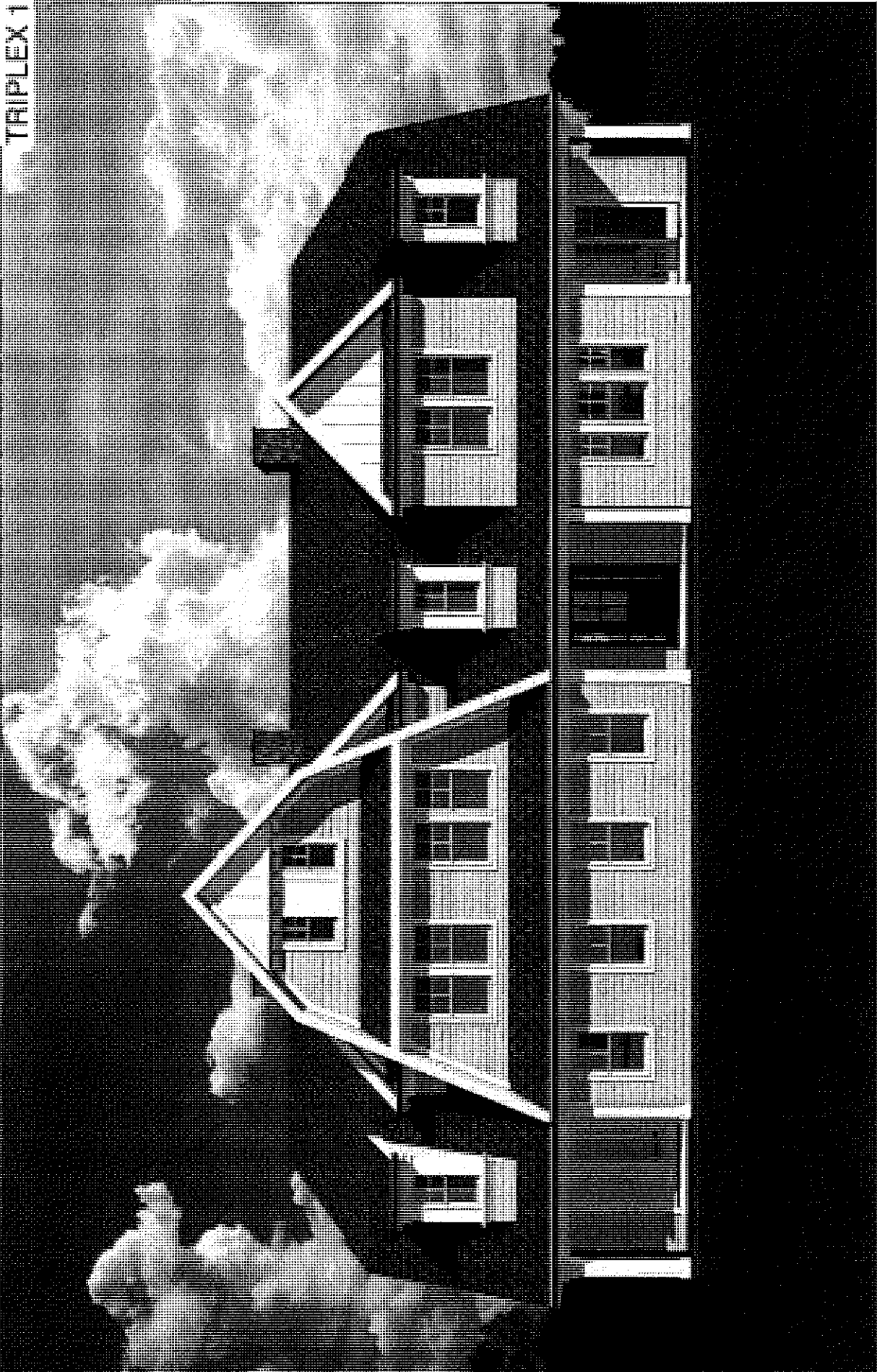


OSPREY LANE ELEVATION
 FOR
 PROPOSED NEIGHBORHOOD SITE PLAN
 91 RUMSON ROAD
 LOT 21, BLOCK 114
 BRIDGE PLAZA, WYOMING, DE
 19380

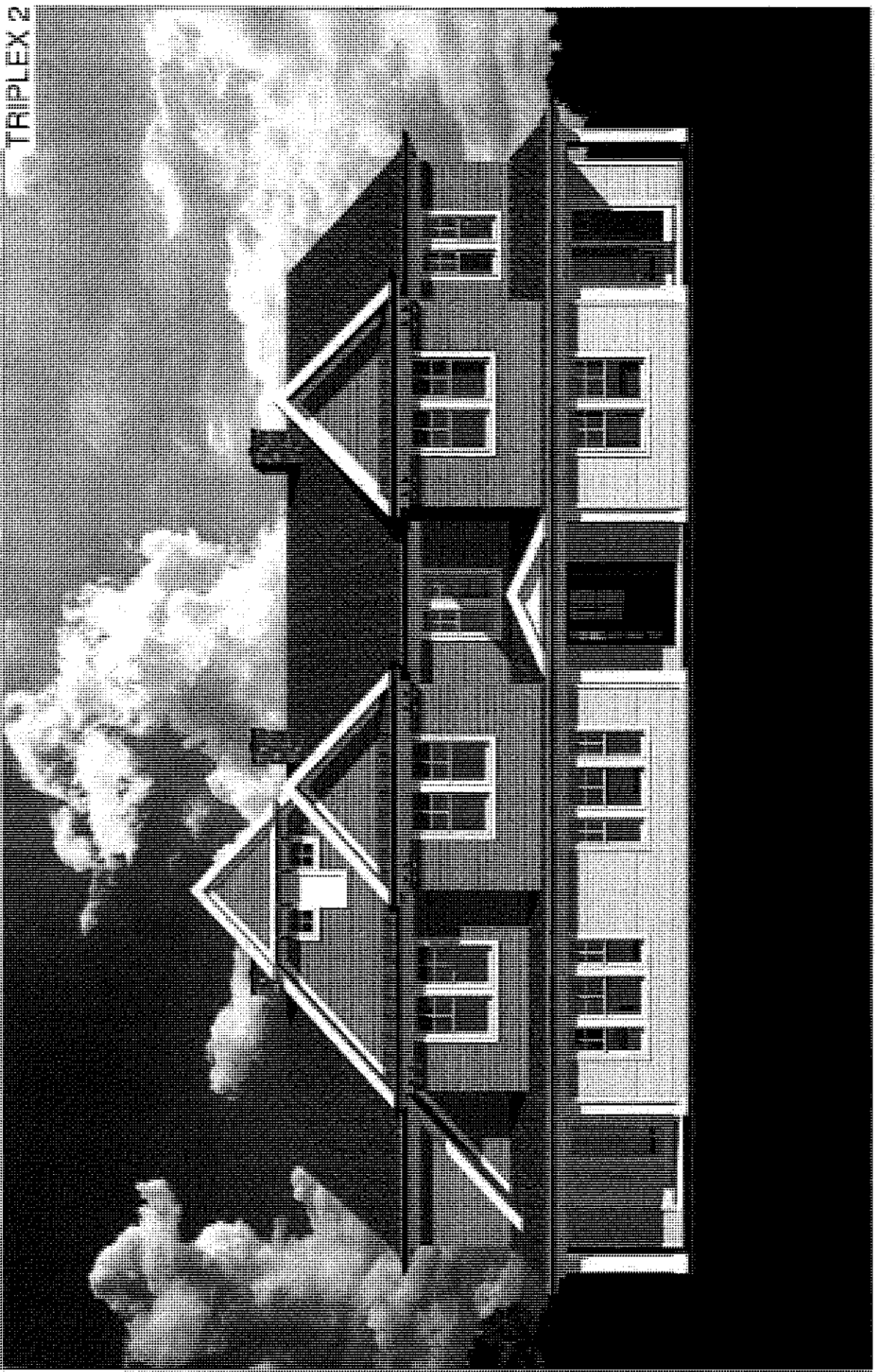
DATE	DATE	SCALE	PROJECT NUMBER
1-15-2020	10/15/2019	AS SHOWN	1000101
BY	BY	BY	BY
JP	JP	JP	JP

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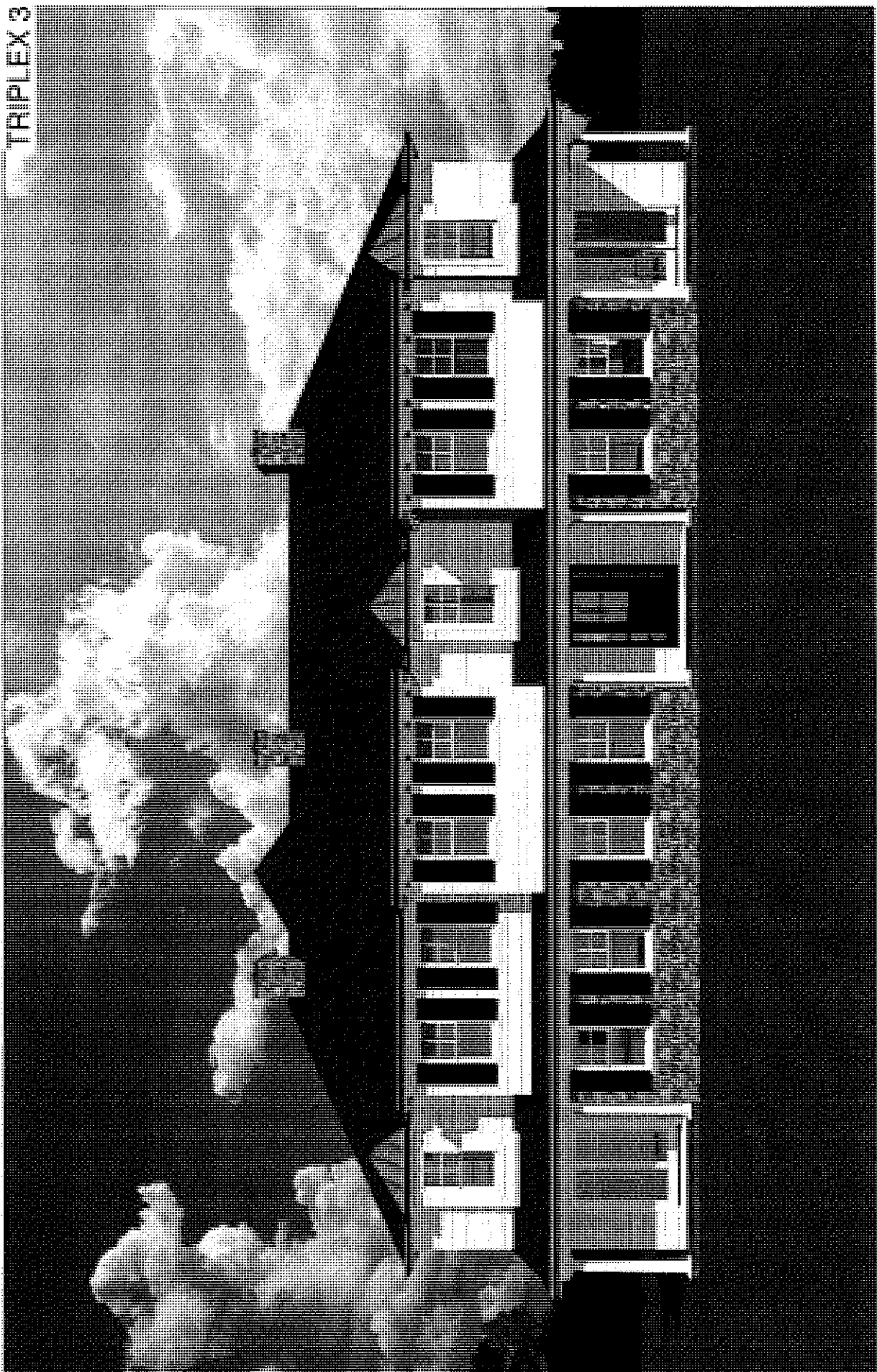
TRIPLEX 1

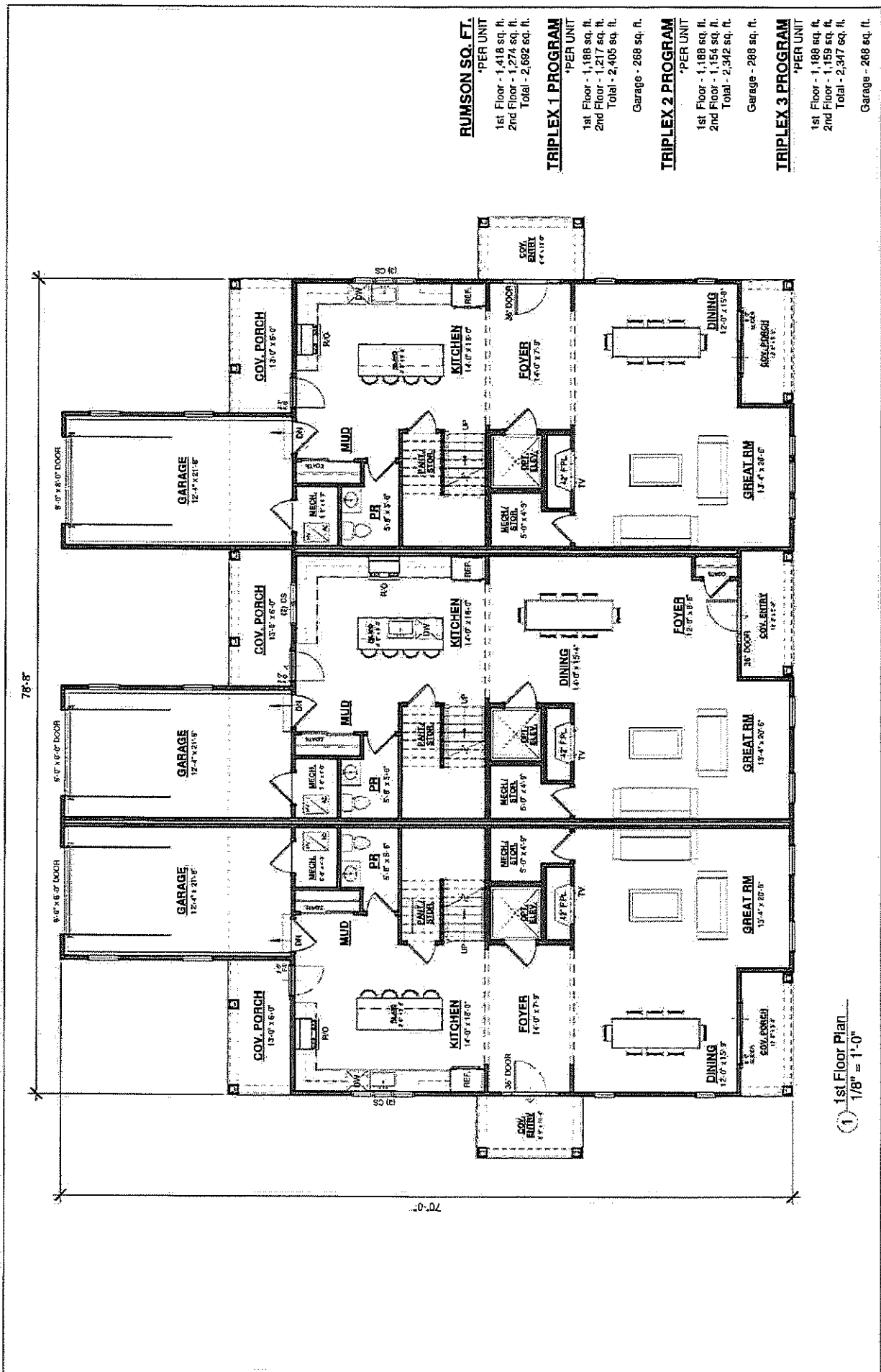


TRIPLEX 2



TRIPLEX 3



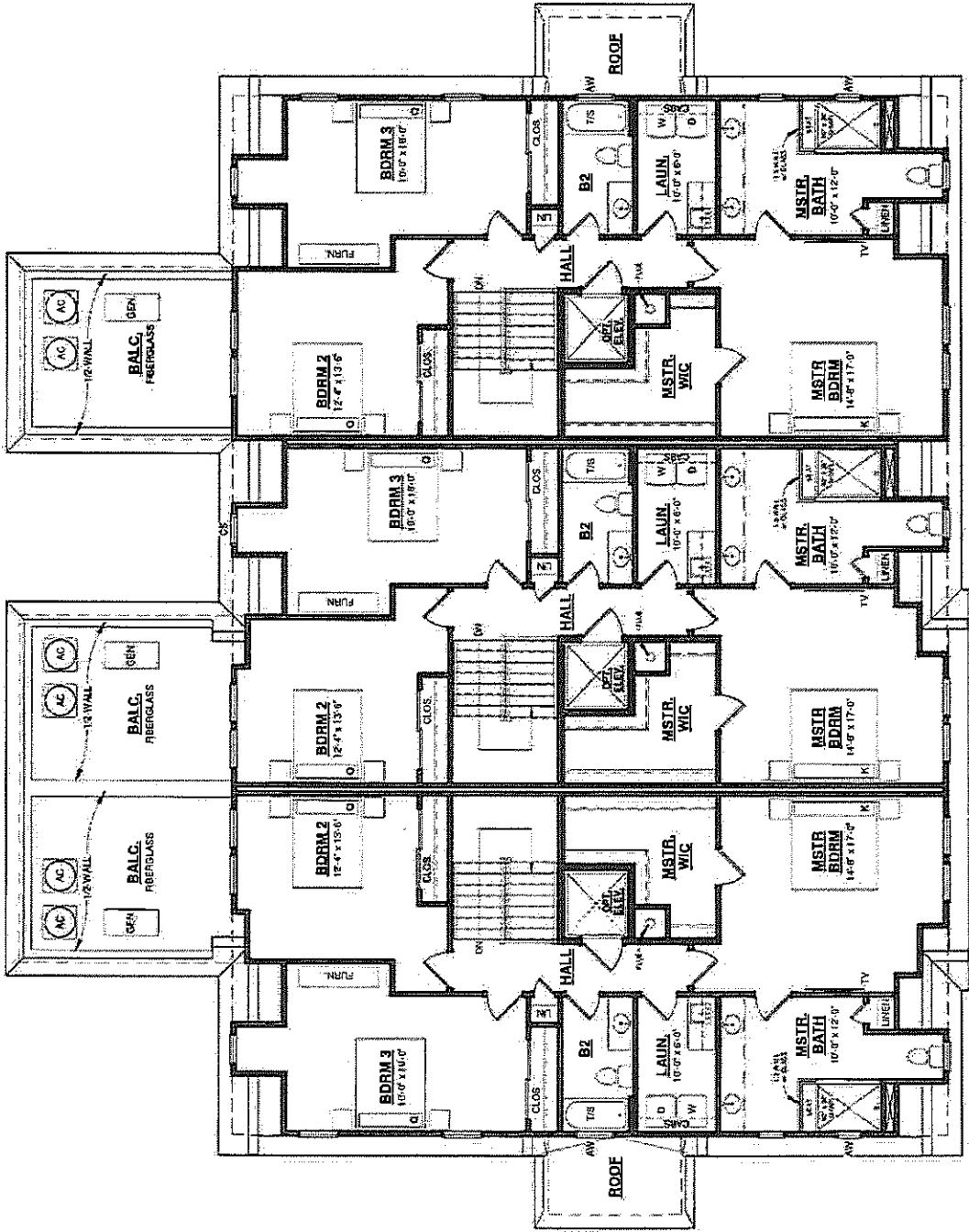


RUMSON SQ. FT.
*PER UNIT
1st Floor - 1,418 sq. ft.
2nd Floor - 1,274 sq. ft.
Total - 2,692 sq. ft.

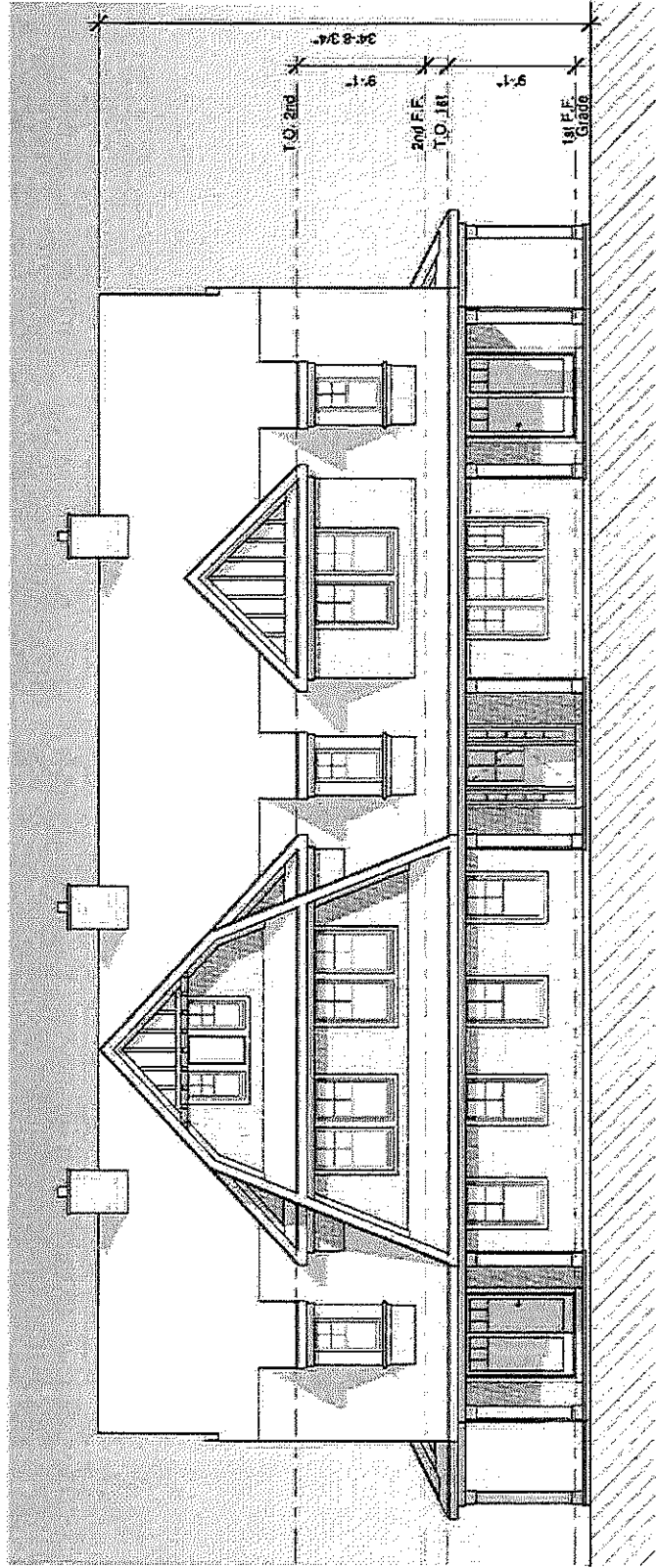
TRIPLEX 1 PROGRAM
*PER UNIT
1st Floor - 1,188 sq. ft.
2nd Floor - 1,217 sq. ft.
Total - 2,405 sq. ft.
Garage - 288 sq. ft.

TRIPLEX 2 PROGRAM
*PER UNIT
1st Floor - 1,188 sq. ft.
2nd Floor - 1,154 sq. ft.
Total - 2,342 sq. ft.
Garage - 288 sq. ft.

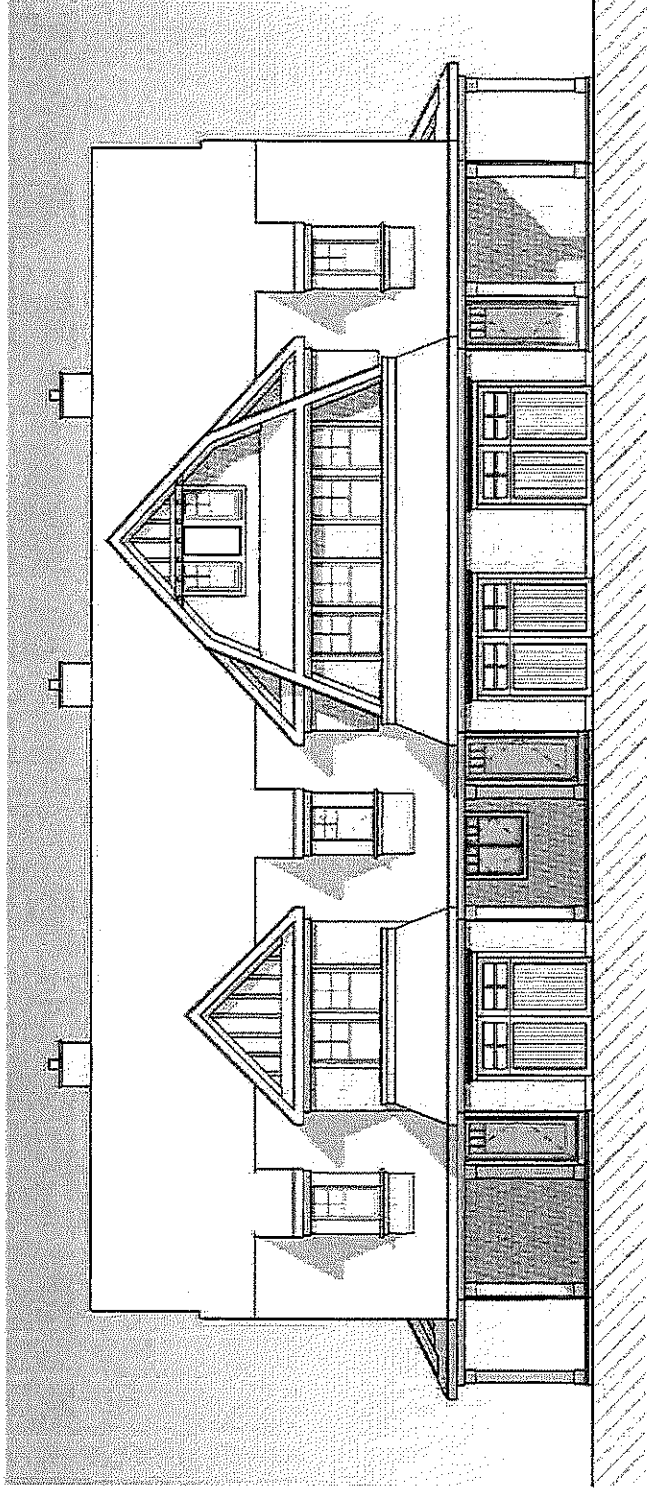
TRIPLEX 3 PROGRAM
*PER UNIT
1st Floor - 1,188 sq. ft.
2nd Floor - 1,159 sq. ft.
Total - 2,347 sq. ft.
Garage - 288 sq. ft.



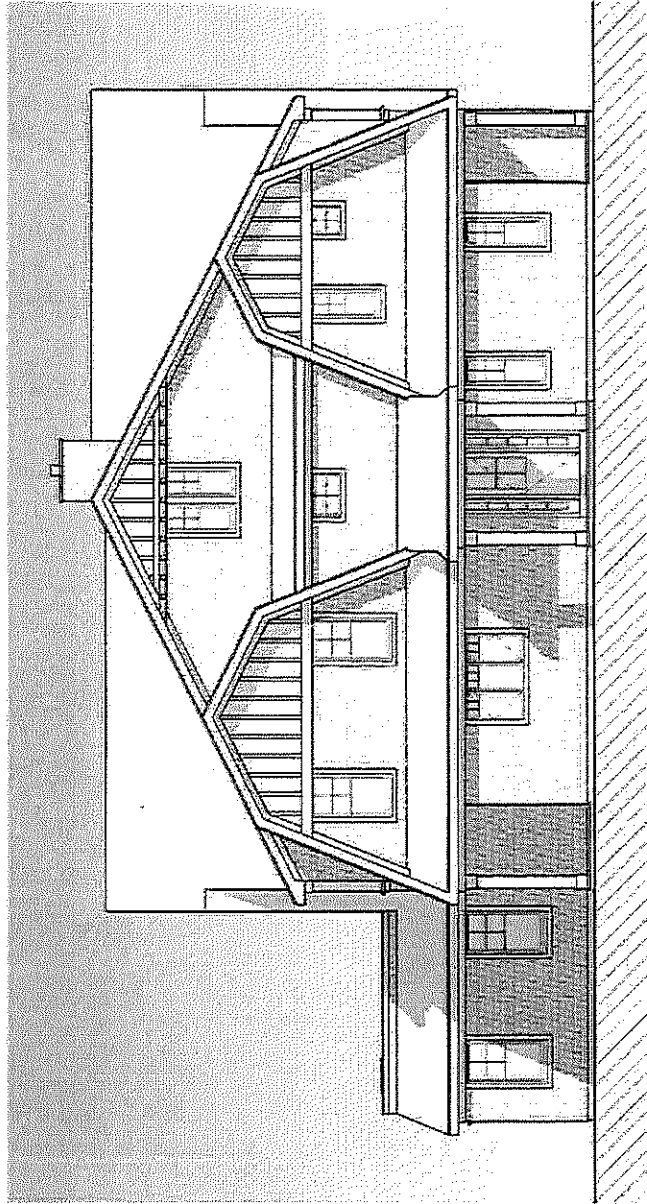
① 2nd Floor Plan
1/8" = 1'-0"



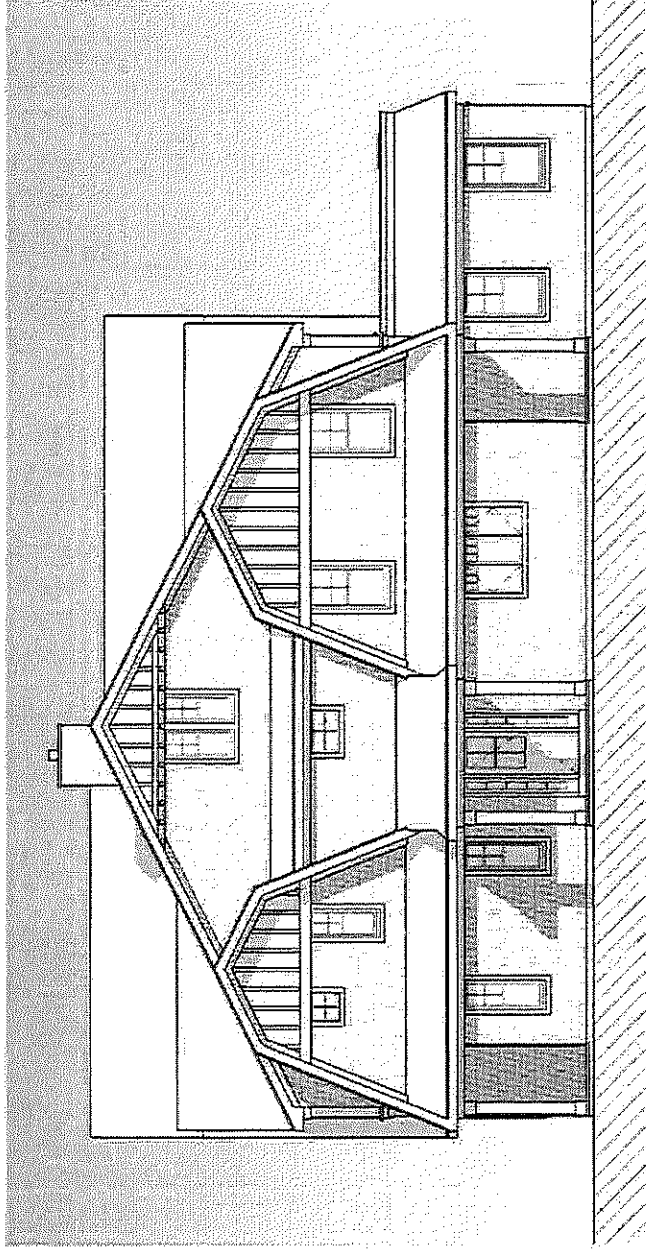
① Front Elevation
1/8" = 1'-0"



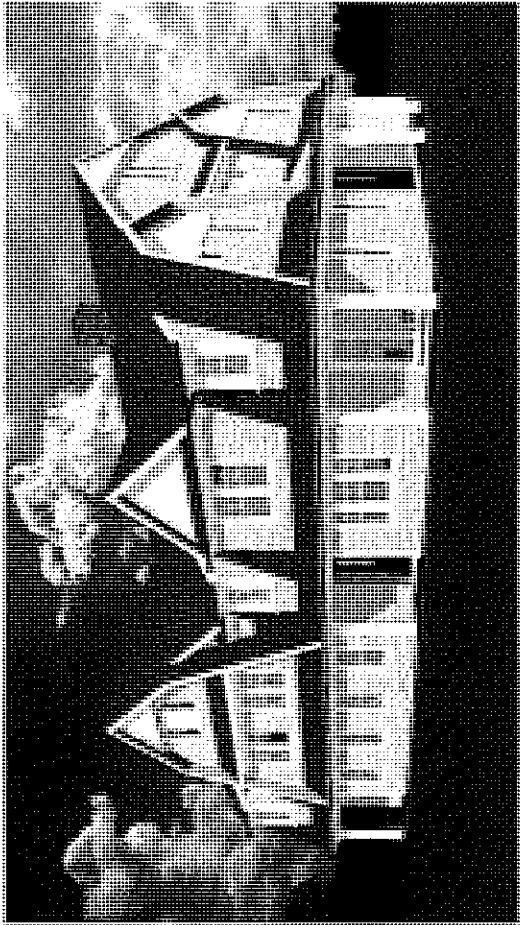
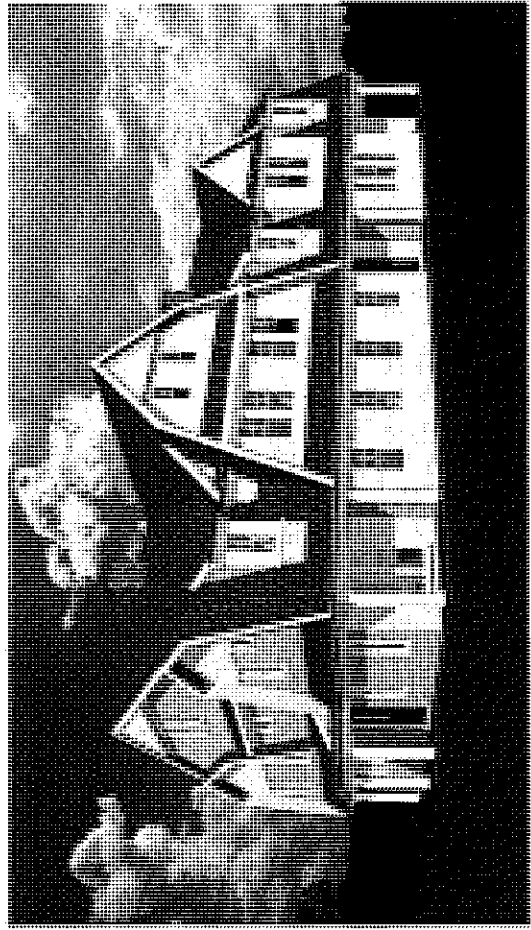
① Rear Elevation
1/8" = 1'-0"

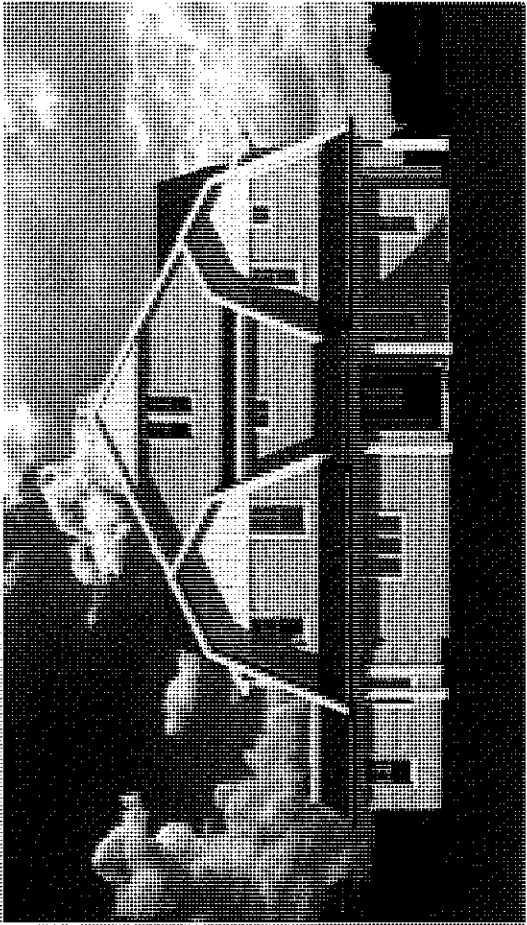
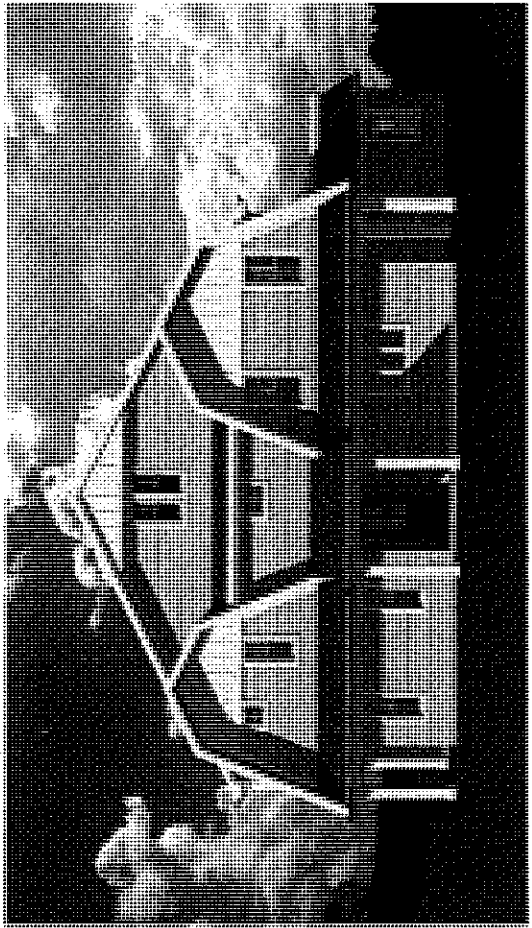


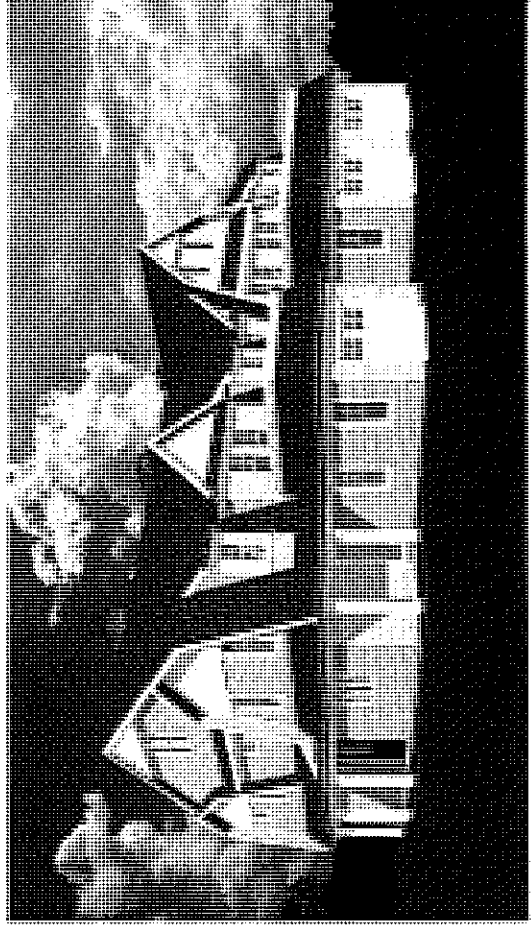
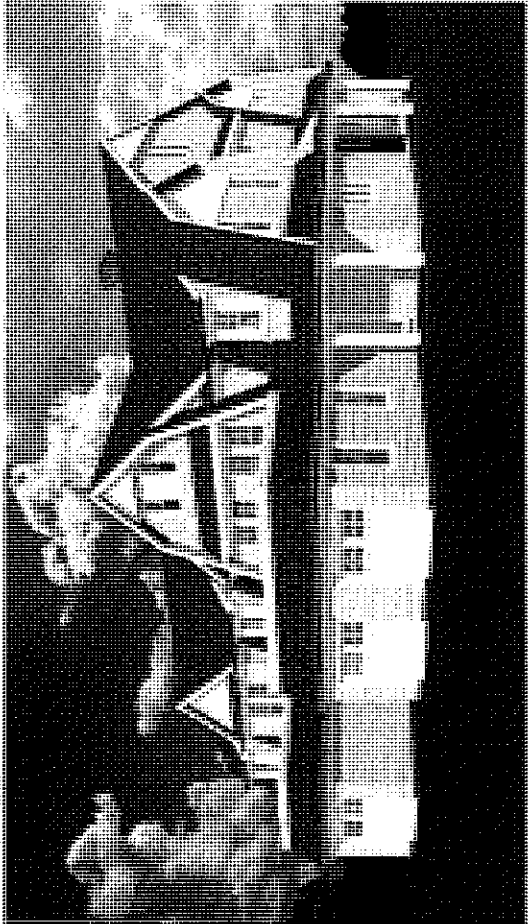
① Left Elevation
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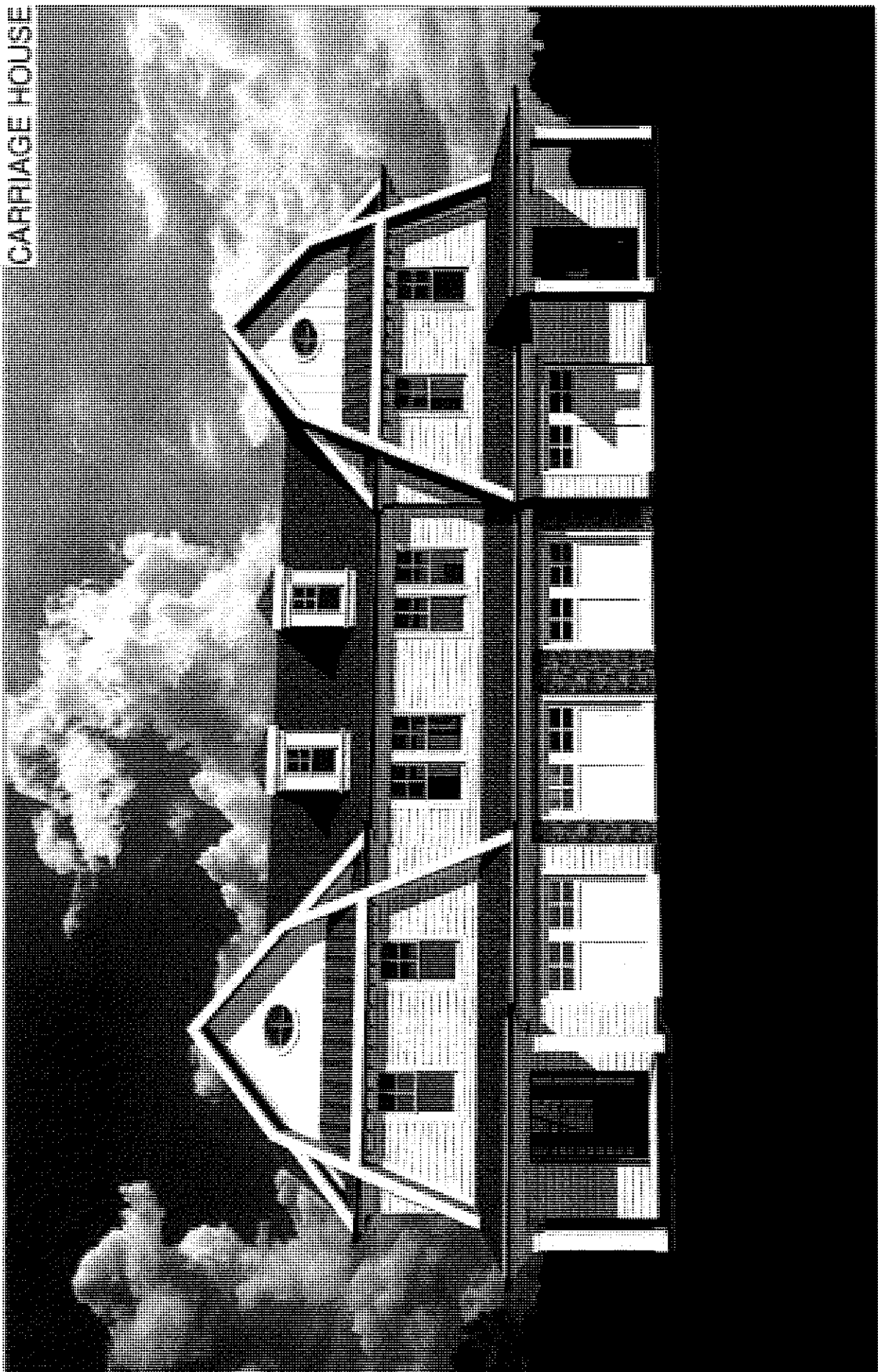
① Right Elevation
1/8" = 1'-0"

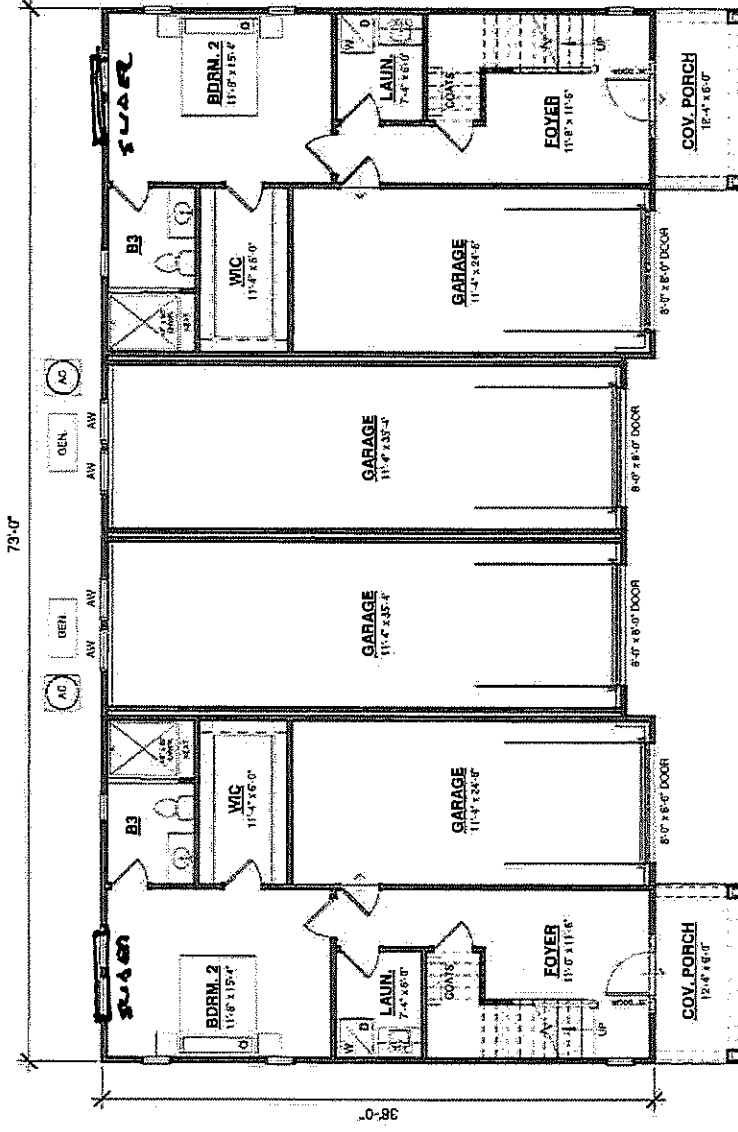






CARRIAGE HOUSE





RUMSON SQ. FT.
*PER UNIT

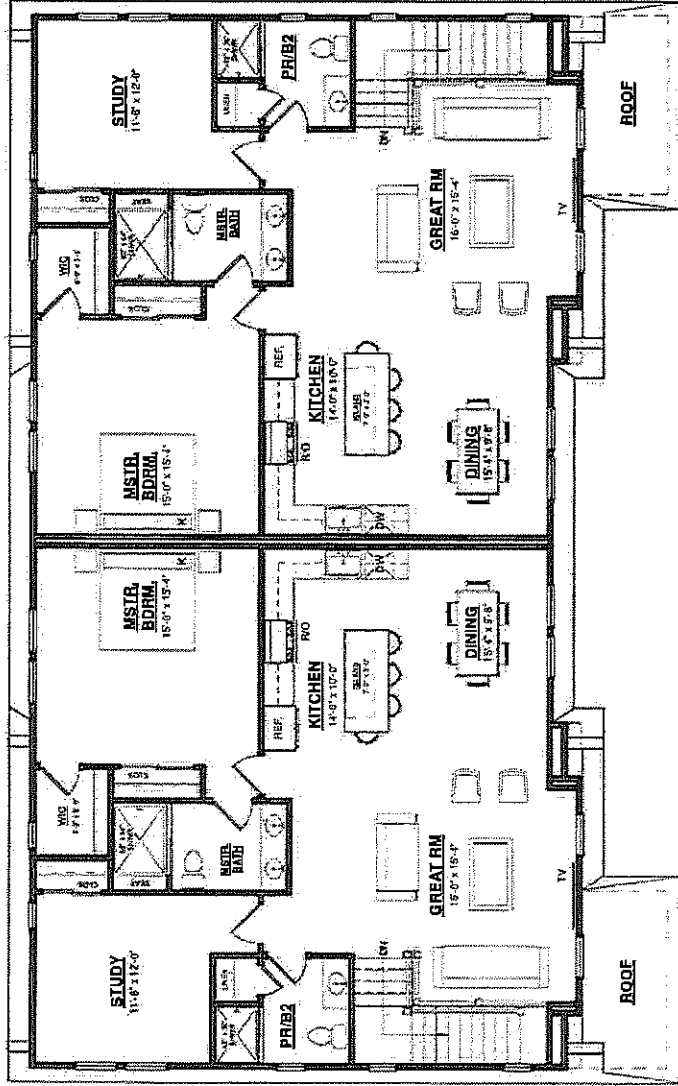
1st Floor - 876 sq. ft.
2nd Floor - 1,296 sq. ft.
Total - 2,172 sq. ft.

BUILDING PROGRAM
*PER UNIT

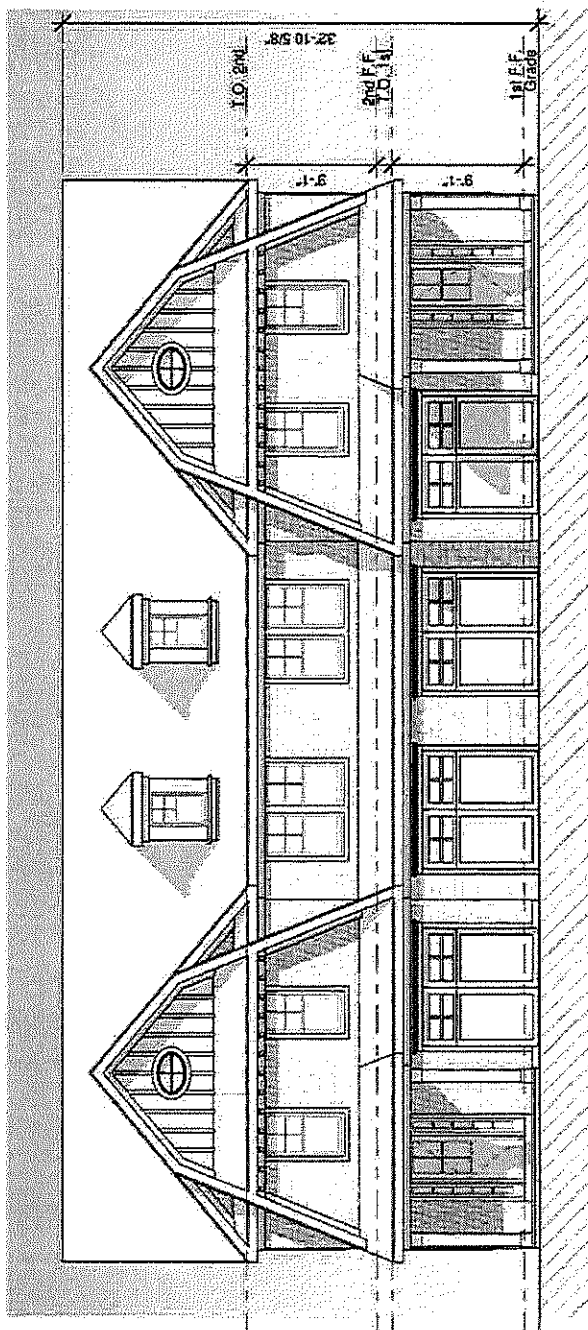
1st Floor - 619 sq. ft.
2nd Floor - 1,268 sq. ft.
Total - 1,885 sq. ft.

Garage - 283 sq. ft.
Interior Garage - 432 sq. ft.

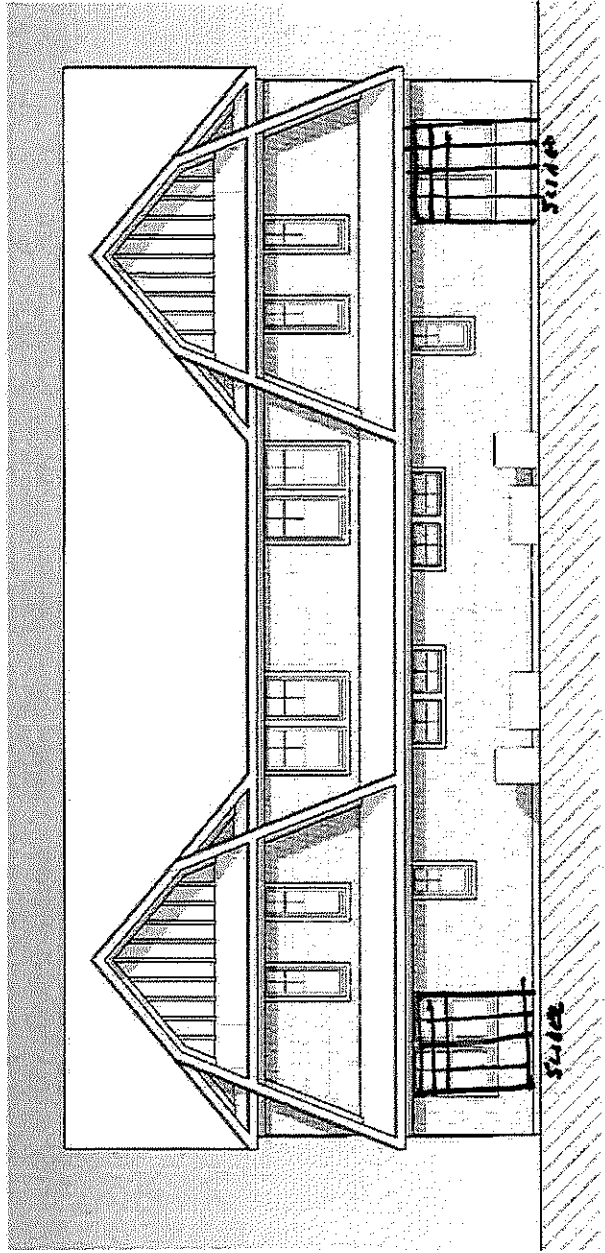
① 1st Floor Plan
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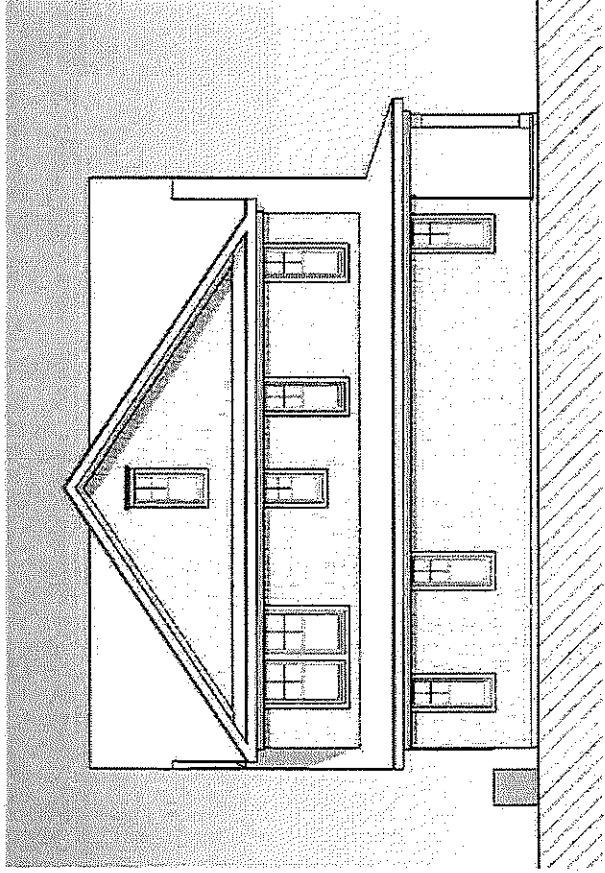
① 2nd Floor Plan.
1/8" = 1'-0"



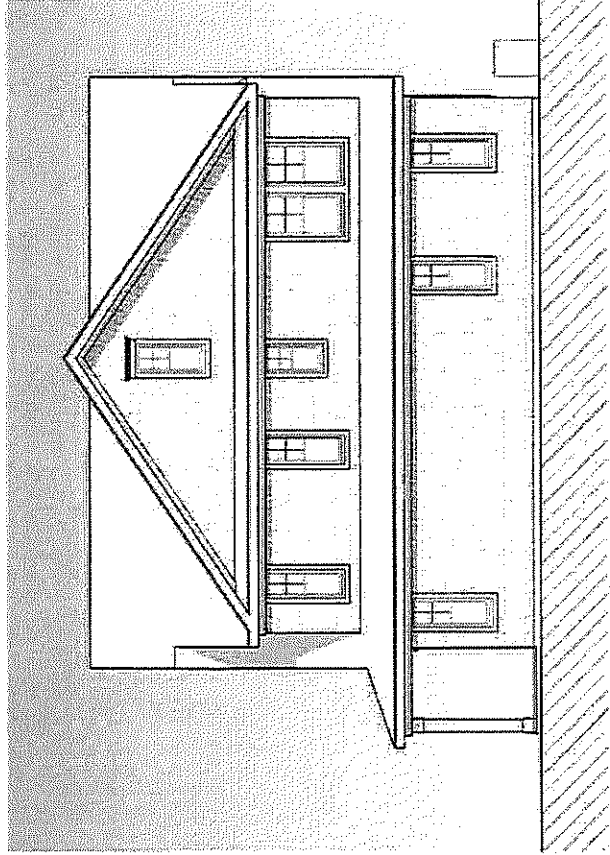
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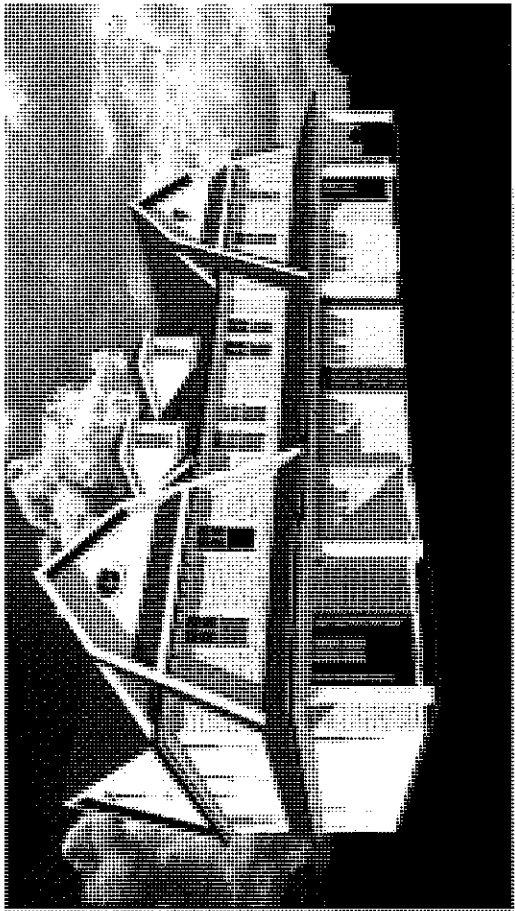
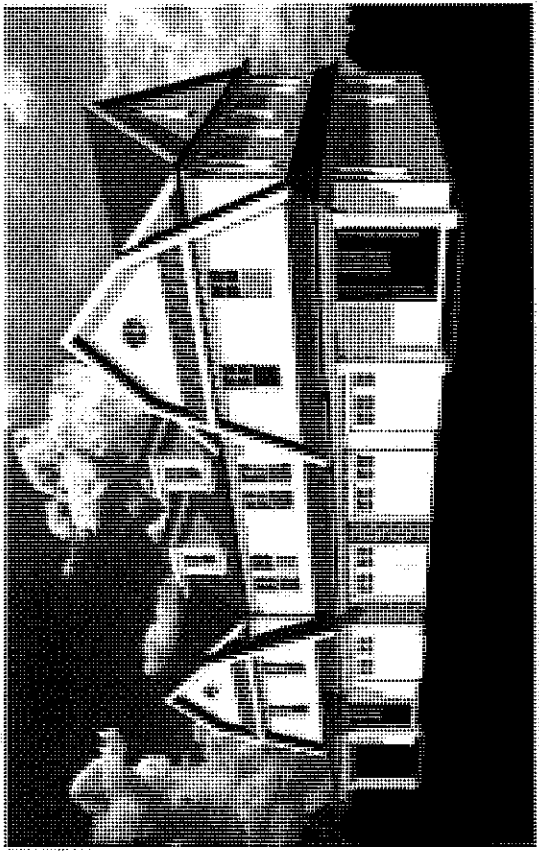
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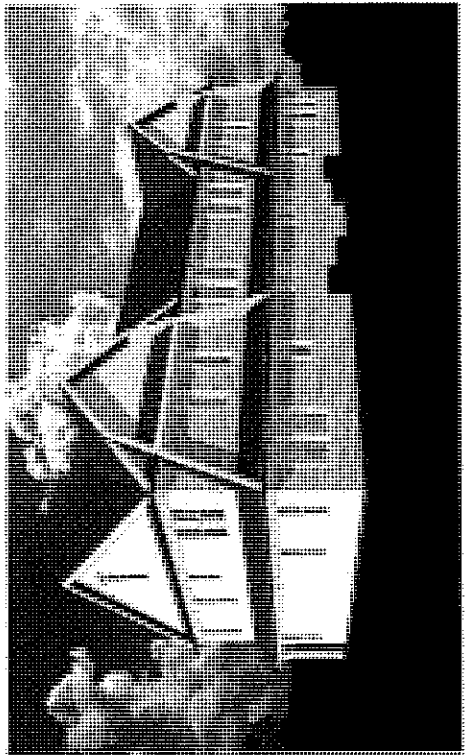


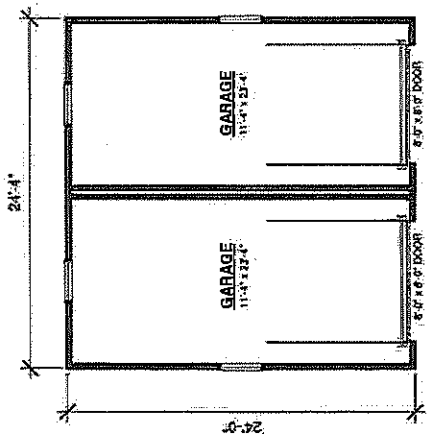
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① Right Elevation
1/8" = 1'-0"

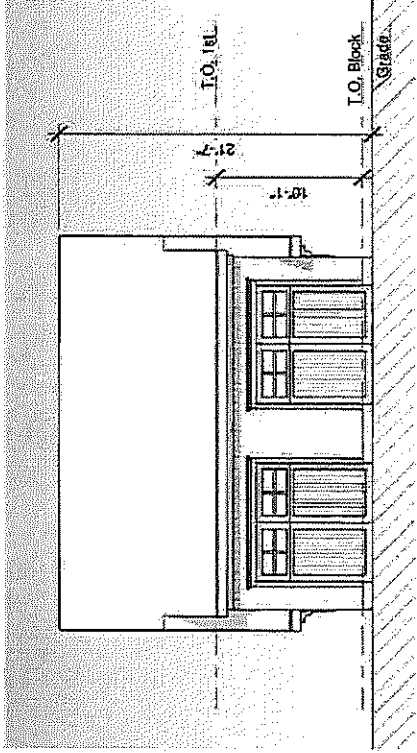




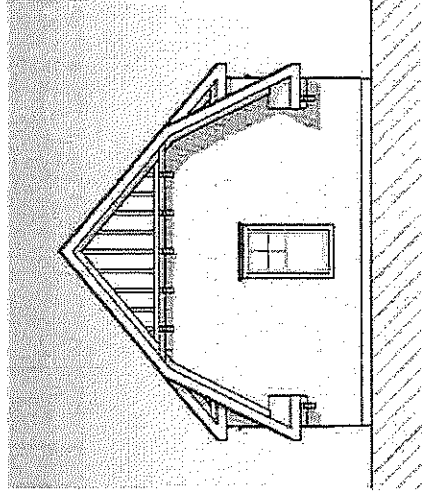


① 1st Floor Plan
1/8" = 1'-0"

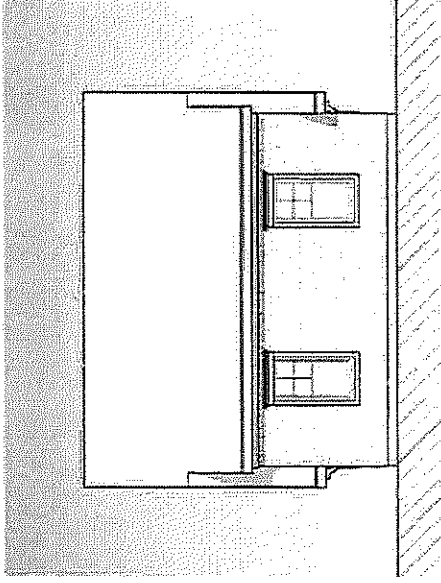




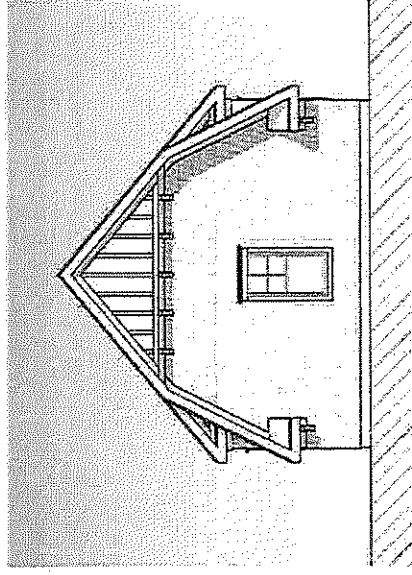
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1/8" = 1'-0"



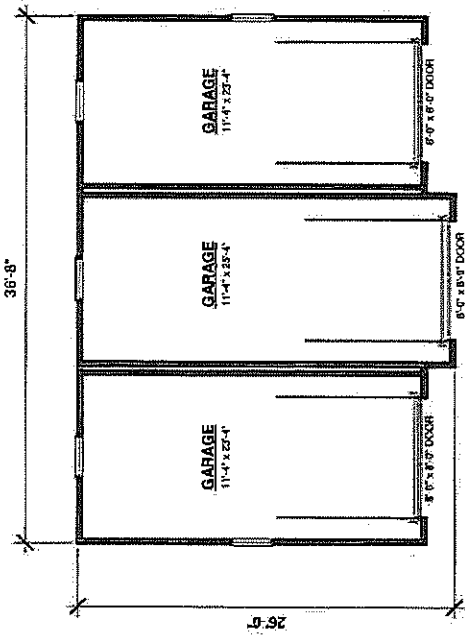
2 Left Elevation
1/8" = 1'-0"



1 Rear Elevation
1/8" = 1'-0"

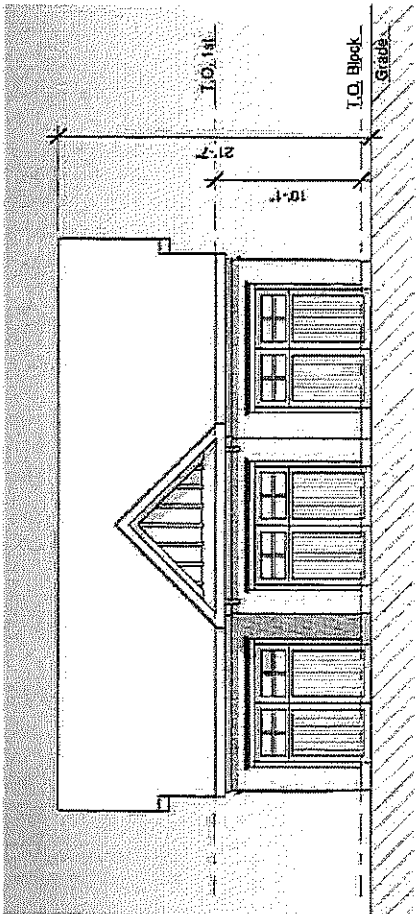


2 Right Elevation
1/8" = 1'-0"

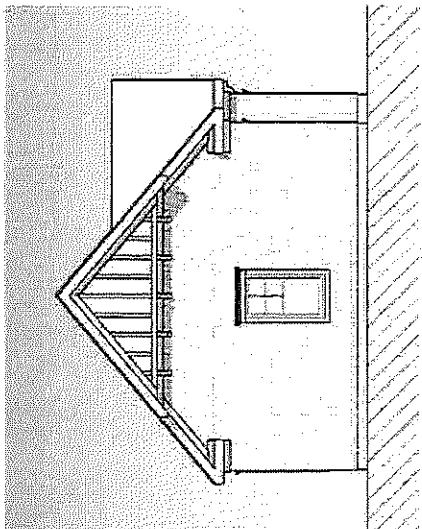


① Garage Plan
1/8" = 1'-0"

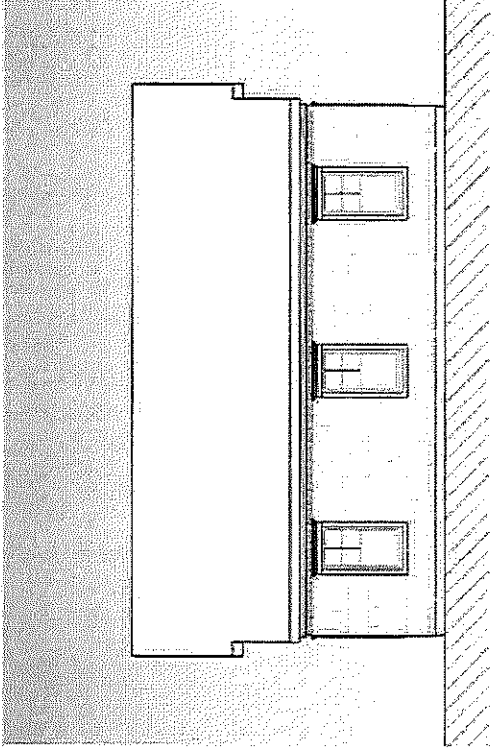




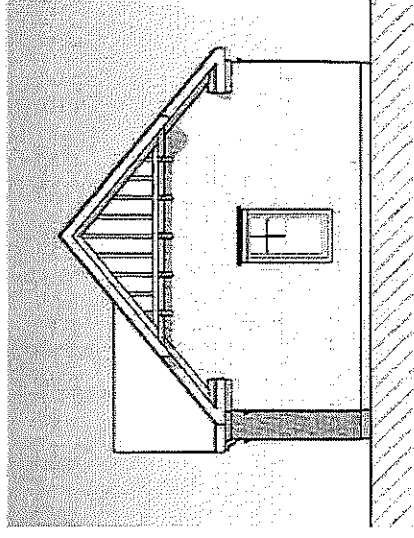
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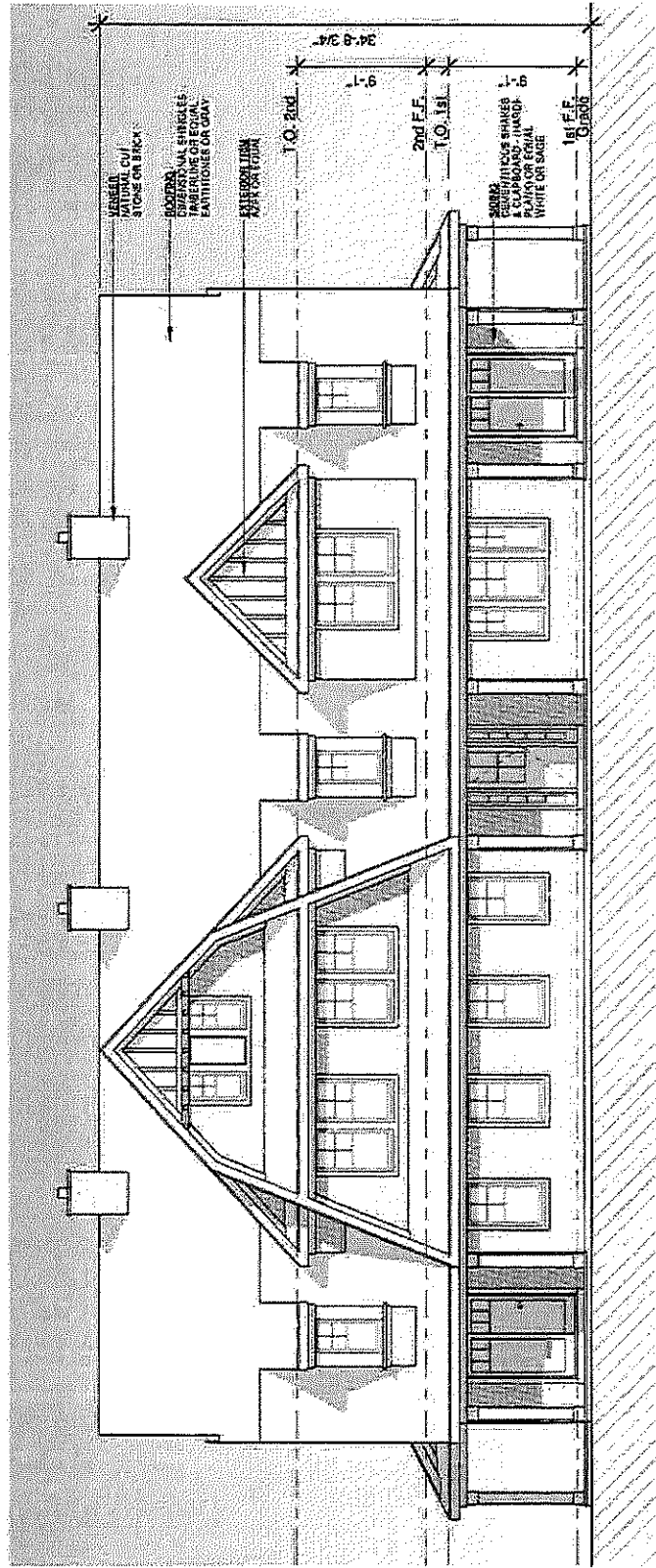
② Left Elevation
1/8" = 1'-0"



① Rear Elevation
1/8" = 1'-0"

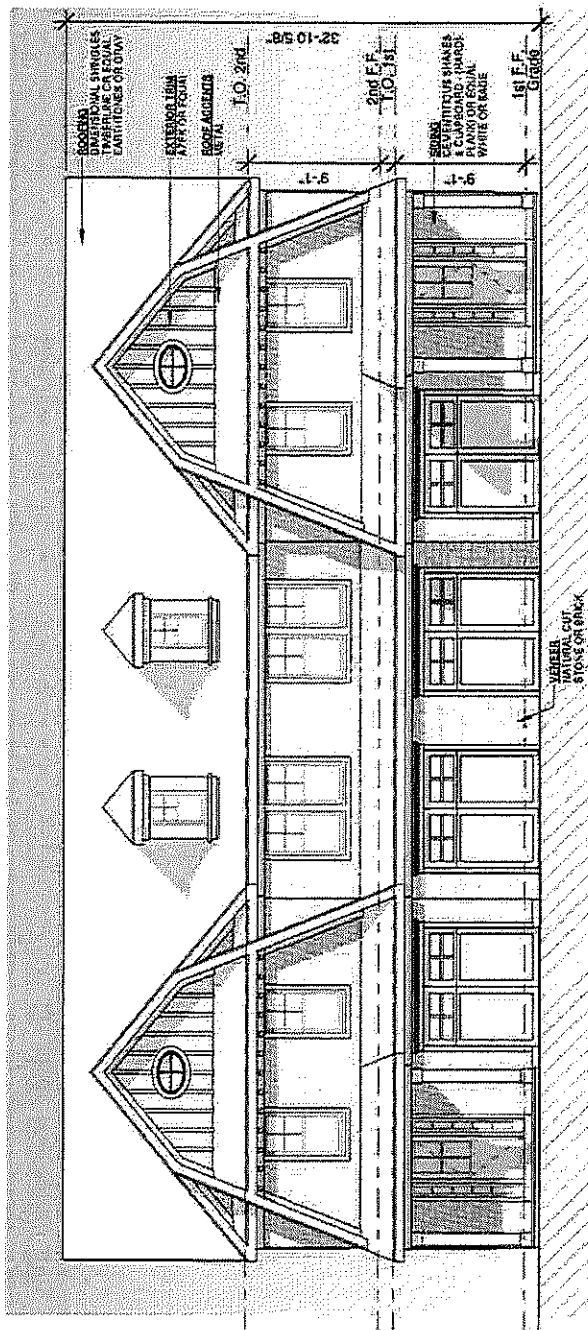


② Right Elevation
1/8" = 1'-0"



**EXTERIOR MATERIALS
TRIPLEX**

① Front Elevation
1/8" = 1'-0"



① Front Elevation
1/8" = 1'-0"

EXTERIOR MATERIALS
CARRIAGE HOUSE

20-015 D

AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND CHAPTER XXII “DEVELOPMENT REGULATIONS” SECTION 22-5 “ZONING DISTRICT REGULATIONS”, TO CREATE A RESIDENTIAL HOUSING ZONE KNOWN AS BINGHAM AVENUE HOUSING ZONE DISTRICT (BA)

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth and State of New Jersey that Chapter XXII (Development Regulations) of the Code of the Borough of Rumson is hereby amended or supplemented as follows:

PURPOSE

The purpose of this Ordinance is to Amend *Chapter XXII* of the *Development Regulations* to add Section 22-5 (Zoning District Regulations) Subsection 22-5.21 Bingham Avenue Housing Zone District (BA) as an additional housing zone district.

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the Land Development Ordinance is made, the standards of the Development Regulations shall apply:

SECTION 1

That Chapter XXII, Development Regulations, Section 22-5 (Zoning District Regulations) is hereby amended to establish the Bingham Avenue Housing Zone District (BA) and establish Subsection 22-5.21 to provide zoning requirements:

Section 22-5.21 Bingham Avenue Housing Zone District (BA)

A. Applicability

The use, bulk, design and performance standards of the BA District shall supersede the zoning provisions of the Rumson Borough General Ordinances and the Development Regulation Ordinance (Chapter XXII). However, where the regulations and standards of the BA District are silent, the standards of the General Ordinances and Chapter XXII shall apply.

B. Purpose

The BA district provides land use regulations for the redevelopment of the site where specific site elements are incorporated that limit the impact to the surrounding parcels through the requirement of adequate development setbacks, alternate means of access and sufficient buffering. The BA District is intended to provide for the development of multifamily housing with an in-lieu contribution to support the development of households of very low, low and moderate income elsewhere in the Borough. The BA District is being created to implement the Settlement Agreement between the Borough of Rumson and Yellow Brook Property Co., LLC, which entered into on January 16, 2020 (hereinafter the “Yellow Brook Settlement Agreement”), the terms and conditions of which are incorporated herein by reference.

C. Permitted Uses. Permitted principal uses and structures. The following principal uses and structures shall be permitted in the BA District.

1. Duplex (side by side) Dwellings.
2. Public and private open space and parks.

D. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the BA District:

1. Fences and walls.
2. Off-street parking including stand-alone garages.

3. Site Furnishings (seating, etc)

4. Accessory structures as depicted on the concept plan that is attached to the Yellow Brook Settlement Agreement (also attached hereto as Exhibit A), which shall be utilized, in terms of layout, arrangement, scale and intensity.

E. Community Design and Access. Any plan for the development of the parcel shall be substantially consistent with the Exhibit A of the Yellow Brook Settlement Agreement (also attached hereto as Exhibit A), which shall be utilized, in terms of layout, arrangement, scale and intensity.

F. Maximum Building Height.

1. Maximum building height for the triplex and carriage home dwellings shall not exceed 38 feet in height and 2 ½ stories.

G. Area and Yard Requirements

The following area and bulk regulations shall apply:

- | | |
|--|--|
| 1. Maximum number of dwelling units: | 18 |
| 2. Maximum building coverage: | 25% |
| 3. Maximum impervious coverage: | 55% |
| 4. Minimum setback from right-of-way: | 100 feet |
| 5. Minimum setback from tract boundary (other than ROW): | 40 feet excluding patio/ 20 feet for patios |
| 6. Minimum buffer width from tract boundary: | 25 feet, 20 feet permitted only for retaining walls associated with patios. Unit 8 as shown on the Bingham Avenue concept plan shall have 15 feet permitted for retaining wall with patio. |
| 7. Minimum distance between dwellings: | 30 feet, except units 8 & 9 where 20 feet shall be the minimum |
| 8. Minimum distance from garage façade to sidewalk: | 25 feet |
| 9. Parking spaces shall be provided for all residential dwellings according to the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21). | |
| 10. Parking areas, roadways and driveways shall be located a minimum of 25 feet from any tract boundary, except on-street head-in parking, where 15-feet shall be the minimum, and the driveway for Unit 8 as shown on the Bingham Avenue Concept plans, where 20-feet shall be the minimum. | |
| 11. Garages shall not face the public right-of-way without an intervening principal building situated between the garage and the public right-of-way. | |

12. 80% of the required parking shall be provided within an enclosed garage.
13. 50% of the on-street parking shall be provided as parallel parking spaces.
14. Parking not within a garage shall not be visible from the public right-of-way and shall be screened with plantings, walls and fences to provide 100% opacity.
15. Outside refuse disposal is not permitted. Refuse disposal container shall be contained with the buildings.
16. Surface detention facilities for stormwater management shall not be located within the front yard setback from the public right-of-way.
17. The buffer area shall not include driveways, parking, utilities, stormwater management, patios, courtyards, decks, mechanical equipment or buildings.
 - a. Existing vegetation within the buffer that is not considered invasive or dead or dying shall be preserved.
 - b. Landscape buffers shall consist of a combination of deciduous trees, conifers, shrubs, berms, and if appropriate, fences or walls in sufficient quantities and sizes to perform their necessary screening function.
 - c. Screening function shall be defined as providing privacy to both the proposed and existing off-site adjacent residential lots.
 - d. Existing on-site trees to remain within the required buffer area shall be utilized as part, and incorporated into, the buffer design.
 - e. Proposed screening layout and elements shall be placed only within the required buffer area and are subject to review and approval by the Borough.
 - f. Proposed plant material shall provide a four-season interest, be deer tolerant and consist primarily of native species. Invasive plant species shall not be allowed. Applicants are encouraged to use the New Jersey American Native Plant Society and the Rutgers Agricultural Extension Service websites as a guide in species selection.
 - g. Plant material shall be installed at the following minimum sizes:
 - Deciduous trees – 3” caliper minimum
 - Conifer trees – 8’ height minimum
 - Large Evergreen and Deciduous Shrubs – 4’ height minimum
 - Small Evergreen and Deciduous Shrubs – 2’ height minimum
 - h. Drip irrigation is encouraged to be incorporated within the landscape buffer area to ensure the success of the proposed plant material.
 - i. All other requirements from Section 22-8.4 shall apply.

H. Design Standards. Deviations from these design standards shall be considered exceptions pursuant to the procedure articulated in the New Jersey Municipal Land Use Law at NSA 40:55D-51.

1. Building Design. The purpose of these building design standards is to ensure that the design of buildings promotes a desirable visual and spatial environment and that the buildings fit within the existing range of vernacular styles within Rumson Borough. The design of the buildings shall comply with the following standards and be substantially consistent with the Exhibit A.
2. Pedestrian Circulation. Pedestrian walkways connecting streets and parking area to the dwellings shall be provided.

3. Curbing

- a. All curbs shall be 6" in height and constructed of Belgian block, unless mountable Belgian block curbs are proposed.
- b. A depressed curb with a concrete apron and a sidewalk shall traverse the width of the driveway that intersects with the private road.

4. Lighting

- a. General. All outdoor lighting should be coordinated as to style, material and color. Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area. All exterior lighting shall be designed, located, installed and directed in such a manner as to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property. The use of light emitting diode (LED) fixtures is required for energy efficiency and uniform illumination.
- b. Parking lots shall be illuminated with an average of no less than two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
- c. Illumination at property lines shall not exceed one-tenth (0.1) foot-candle, excluding public street rights-of-way.
- d. Lighting shall be provided by fixtures in parking lots with a mounting height not more than 16 feet measured from the ground level to the center line of the light source and lighting fixtures no to exceed twelve (12) feet in height shall be provided for pedestrian walkways and residential areas outside of parking lots.
- e. Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface, except that no illumination shall be required for trails and pathways in the passive recreation land use area. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.
- f. Fixtures for illumination shall be full cutoff luminaires.

5. Mechanical Equipment

- a. General. Such areas, due to their visual and noise impacts onto adjacent properties and visitors to the site shall be screened, recessed and enclosed
- b. Outdoor storage, utility meters, HVAC equipment, and other such service functions shall be incorporated into the overall design of the buildings and site layout. Walls, screens and enclosures for such uses shall be of a similar construction and material as the primary buildings to which they are associated. Such accessory structures and uses shall be adequately landscaped to the point where the visual and acoustic impacts of these functions in conjunction with walls, screens and/or enclosures are fully contained and out of the view from general passersby.

I. General Standards

1. There shall exist approved public water and public sewer systems which shall be available to each unit prior to the issuance of the building permit for that unit.
2. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept subject to a developer's agreement with the Township.

J. Affordable Housing.

A payment in-lieu contribution to the Borough's Affordable Housing Trust Fund for the provision of five (5) off-site affordable housing units is required for development within the BA zone, as per the terms and conditions in Section 4.2 of the Yellow Brook Settlement Agreement.

SECTION 2

Chapter XXII (Development Regulations Zoning Map appendix) is hereby amended to add the Bingham Avenue Housing Zone District (BA) for Block 94, Lot 5.

SECTION 3

If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

SECTION 4

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5

The Borough Clerk is hereby directed, upon adopt of the Ordinance after public hearing thereon, to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Monmouth County Planning Board as required by N.J.S.40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Borough Tax Assessor as required by N.J.S.40:49-2.1.

SECTION 6

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

Introduced: November 17, 2020.

Passed and Approved: December 15, 2020.

I hereby approve of the
passing of this ordinance.


Joseph K. Hemphill
Mayor

Attest:



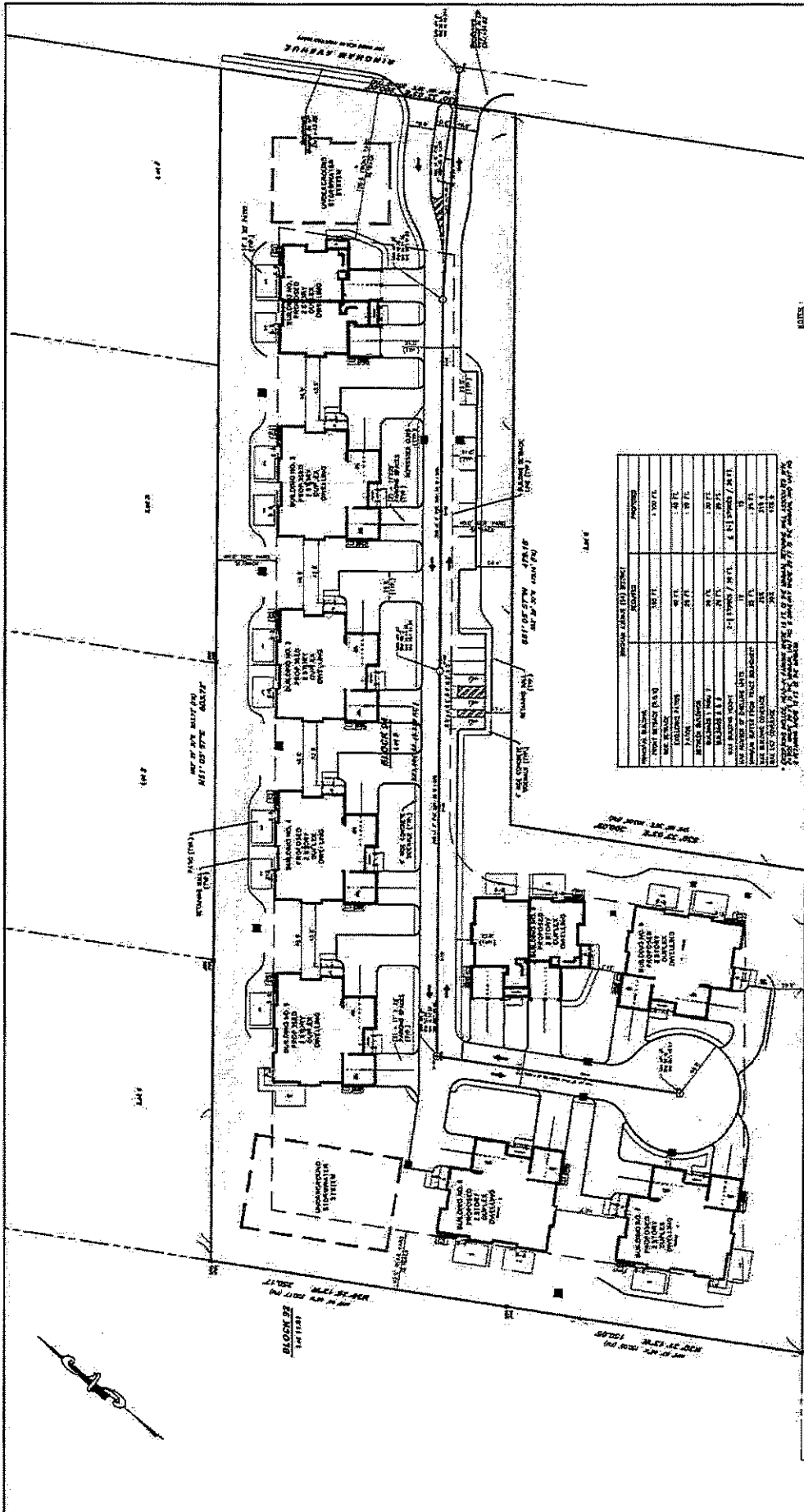
Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
TOTAL LOT AREA	10,000	100%
IMPROVEMENTS	1,000	10%
DRIVEWAY	500	5%
PARKING	200	2%
LANDSCAPING	100	1%
UTILITIES	50	0.5%
RESIDUAL	7,150	71.5%

- NOTES:
1. THIS PLAN SHALL BE USED FOR ILLUSTRATIVE PURPOSES ONLY.
 2. ALL DIMENSIONS SHOWN ARE APPROXIMATE.
 3. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TAKEN FROM THE EXTERIOR FACE OF THE WALL UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.

CONCEPT PLAN
FOR
LOT 5, BLOCK 84
132 BINGHAM AVENUE

FPA
FRANCO & PARELLO
ARCHITECTS

132 BINGHAM AVENUE
WINDSOR COUNTY, NEW JERSEY

DATE: 07/11/2011
DRAWN BY: [Name]
CHECKED BY: [Name]

THIS PLAN IS THE PROPERTY OF FRANCO & PARELLO ARCHITECTS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FRANCO & PARELLO ARCHITECTS.



BEFORE

FACING 79 RIDGE ROAD, STAKE LOCATION: 6-7



BEFORE

FACING 81 RIDGE ROAD, STAKE LOCATION: 7-8



BEFORE

FACING 136 BIRINGHAM AVE, STAKE LOCATION: 21-22



AFTER

FACING 79 RIDGE ROAD, STAKE LOCATION: 6-7



AFTER

FACING 81 RIDGE ROAD, STAKE LOCATION: 7-8



AFTER

FACING 136 BIRINGHAM AVE, STAKE LOCATION: 21-22

NOTE: SEE SCHEMATIC LANDSCAPE BUFFER PLAN FOR STAKE LOCATIONS

LANDSCAPE BUFFER SECTION	
PROPOSED LANDSCAPE BUFFER PLAN	
132 BIRINGHAM AVE	
LOT 1 & 2, CO. 44	
APPROVED BY: [Signature]	
DATE: [Date]	

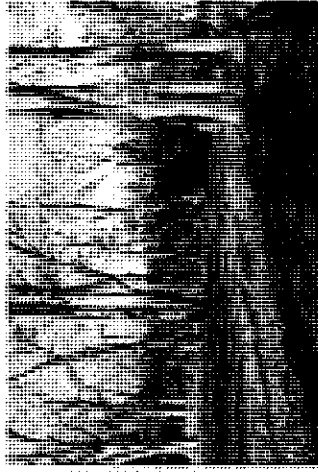
FRA
FRANCIS & ASSOCIATES
LANDSCAPE ARCHITECTS



BEFORE
LOOKING NORTH TOWARDS 73 RIDGE ROAD, STAKE LOCATION: 6-7



SCHEMATIC AFTER ELEVATION
LOOKING NORTH TOWARDS 73 RIDGE ROAD, STAKE LOCATION: 6-7



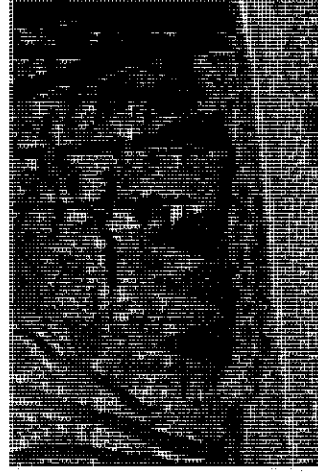
BEFORE
LOOKING NORTH TOWARDS 81 RIDGE ROAD, STAKE LOCATION: 7-4



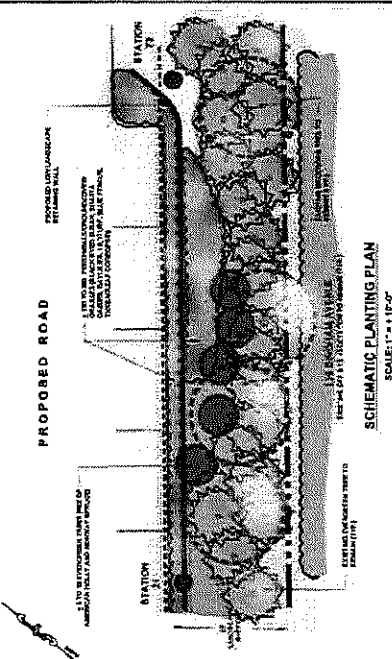
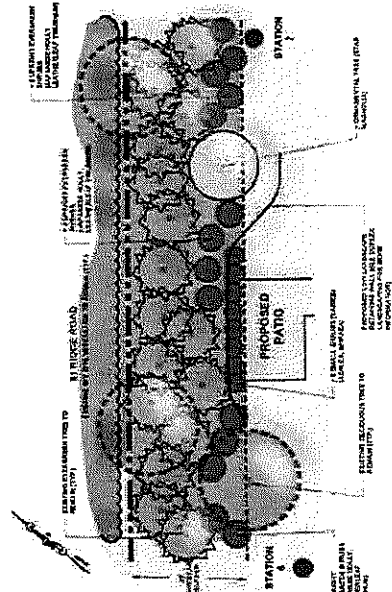
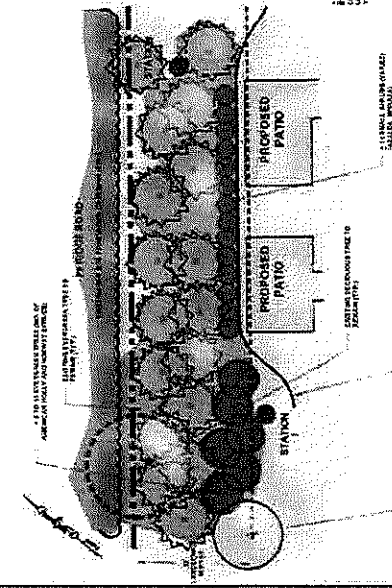
SCHEMATIC AFTER ELEVATION
LOOKING NORTH TOWARDS 81 RIDGE ROAD, STAKE LOCATION: 7-4



BEFORE
LOOKING SOUTH TOWARDS 138 BINGHAM AVE, STAKE LOCATION: 21-22



SCHEMATIC AFTER ELEVATION
LOOKING SOUTH TOWARDS 138 BINGHAM AVE, STAKE LOCATION: 21-22

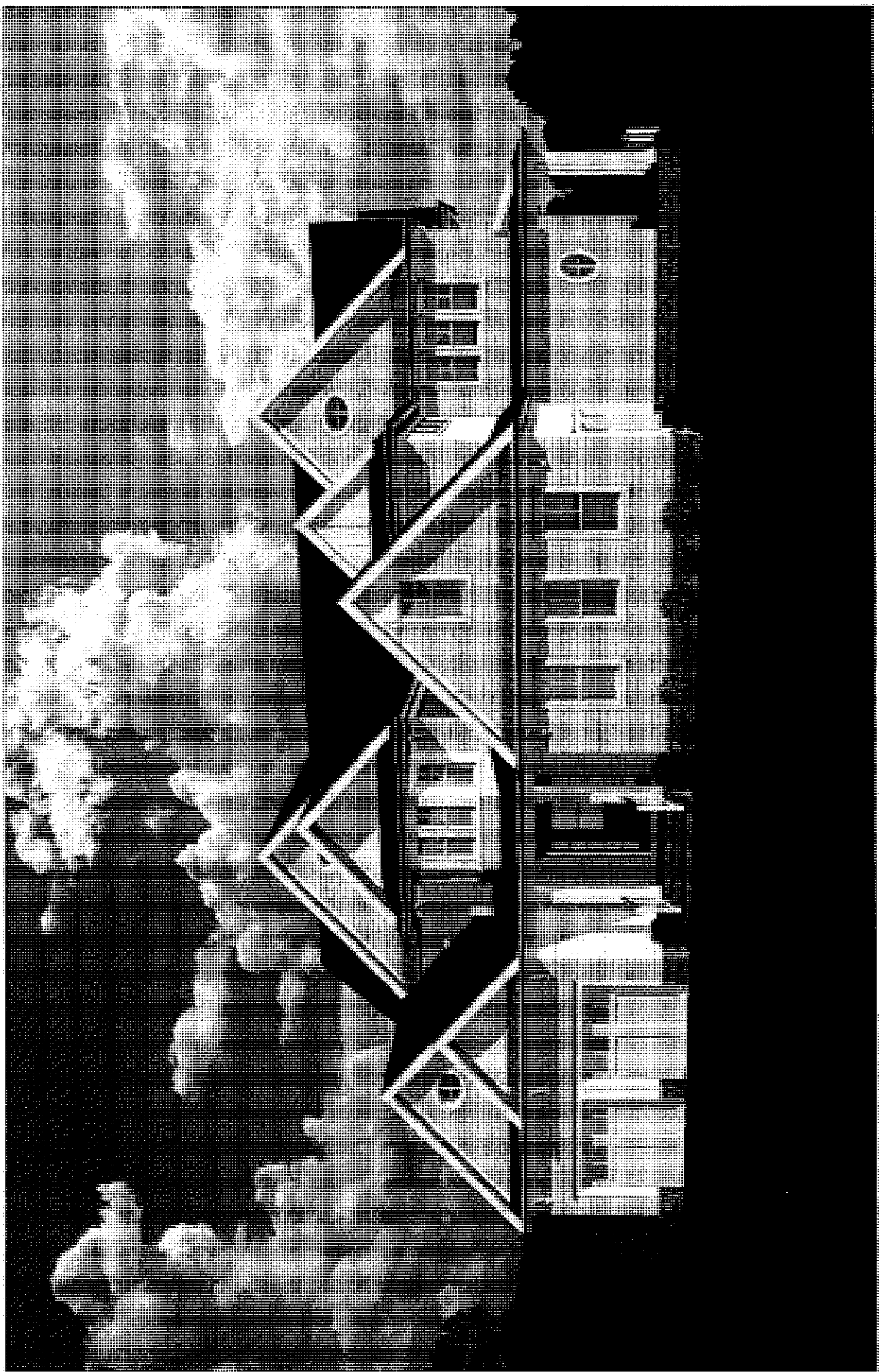


<p>FPA FRANCIS P. J. ARNOLD</p>	
<p>LANDSCAPE ARCHITECTURE WITH SUPPLEMENTAL INFORMATION</p>	<p>138 BINGHAM AVE 10118 BUCKLE ANNAPOLIS, MD</p>
<p>DATE: 10/15/2014</p>	<p>PROJECT: 14-001</p>
<p>SCALE: 1" = 10'-0"</p>	<p>DATE: 10/15/2014</p>

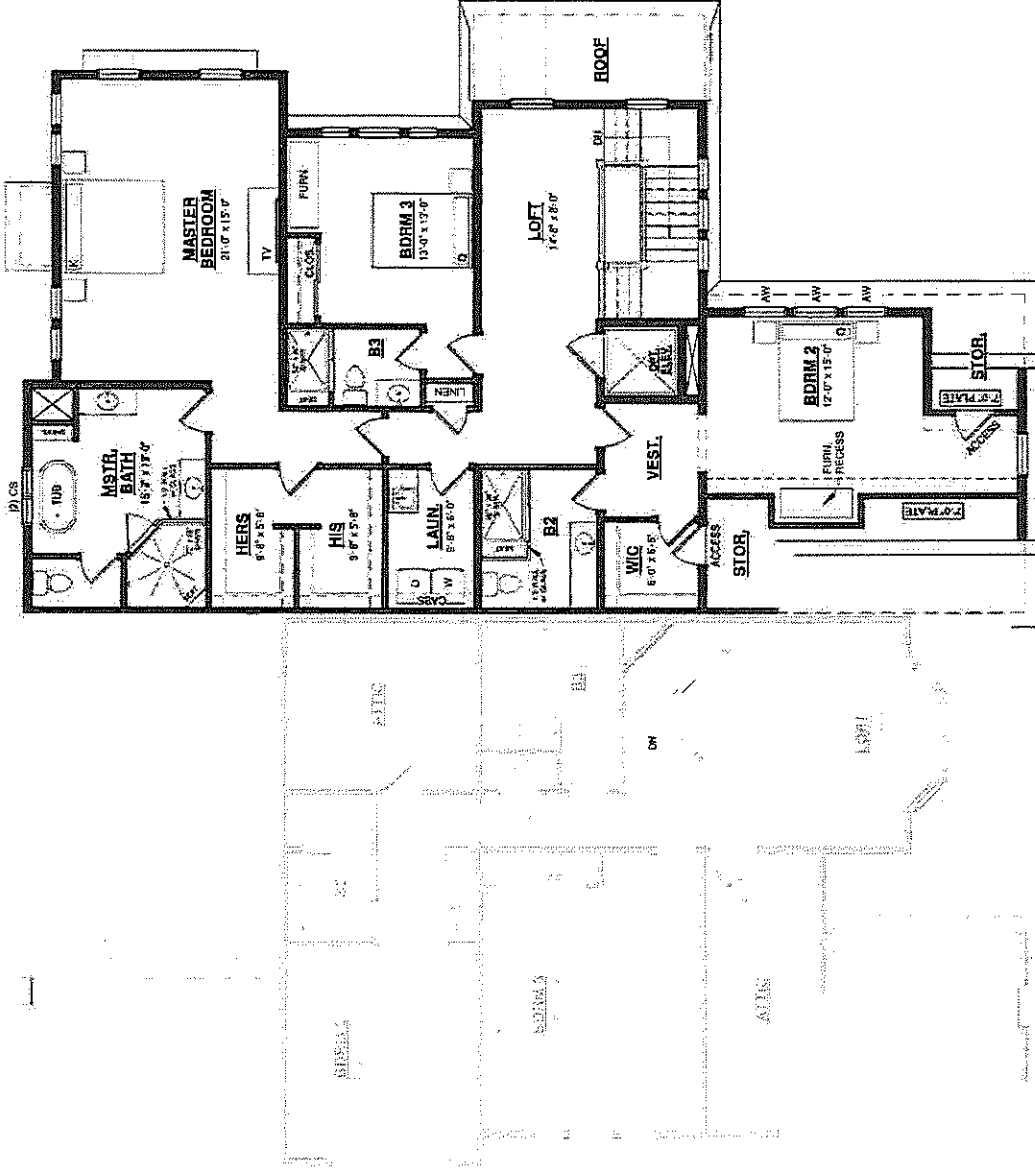
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<p>FPA FRANCIS P. J. ARNOLD</p>	
<p>LANDSCAPE ARCHITECTURE WITH SUPPLEMENTAL INFORMATION</p>	<p>138 BINGHAM AVE 10118 BUCKLE ANNAPOLIS, MD</p>
<p>DATE: 10/15/2014</p>	<p>PROJECT: 14-001</p>
<p>SCALE: 1" = 10'-0"</p>	<p>DATE: 10/15/2014</p>

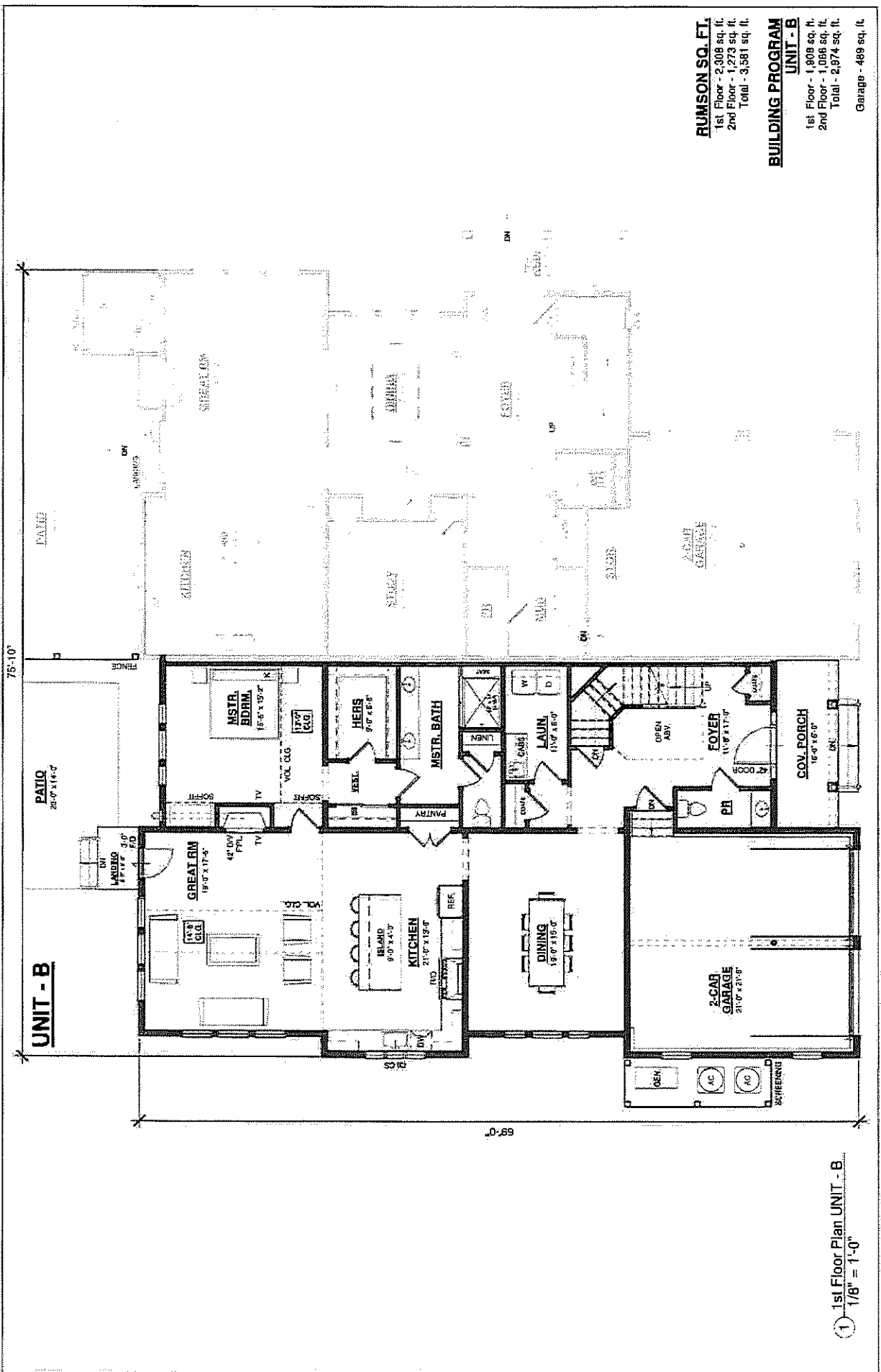
NOTE: SEE SCHEMATIC LANDSCAPE WATER PLAN FOR STAKE LOCATIONS



UNIT - A



① 2nd Floor Plan UNIT - A
1/8" = 1'-0"

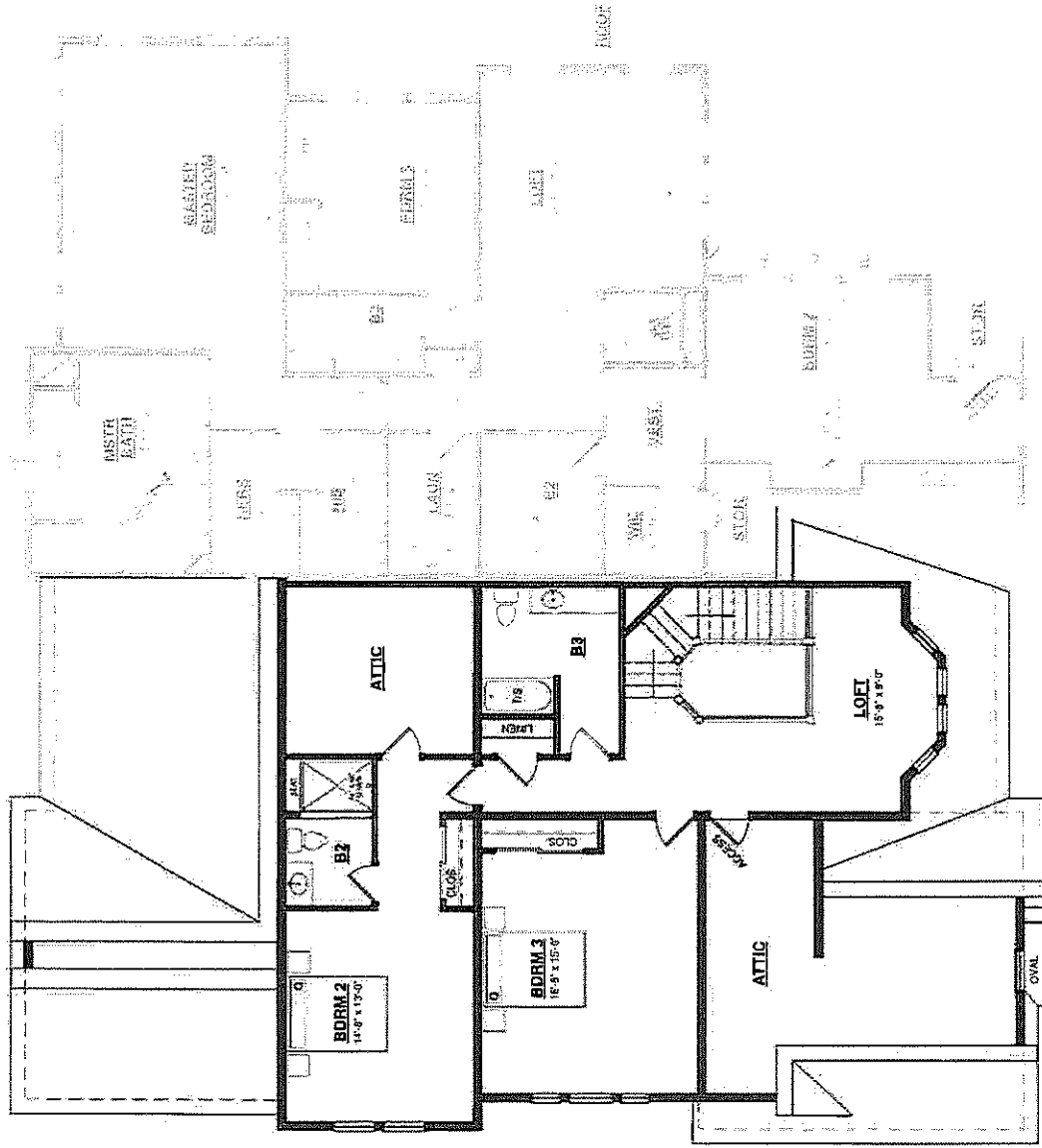


RUMSON SQ. FT.
 1st Floor - 2,308 sq. ft.
 2nd Floor - 1,273 sq. ft.
 Total - 3,581 sq. ft.

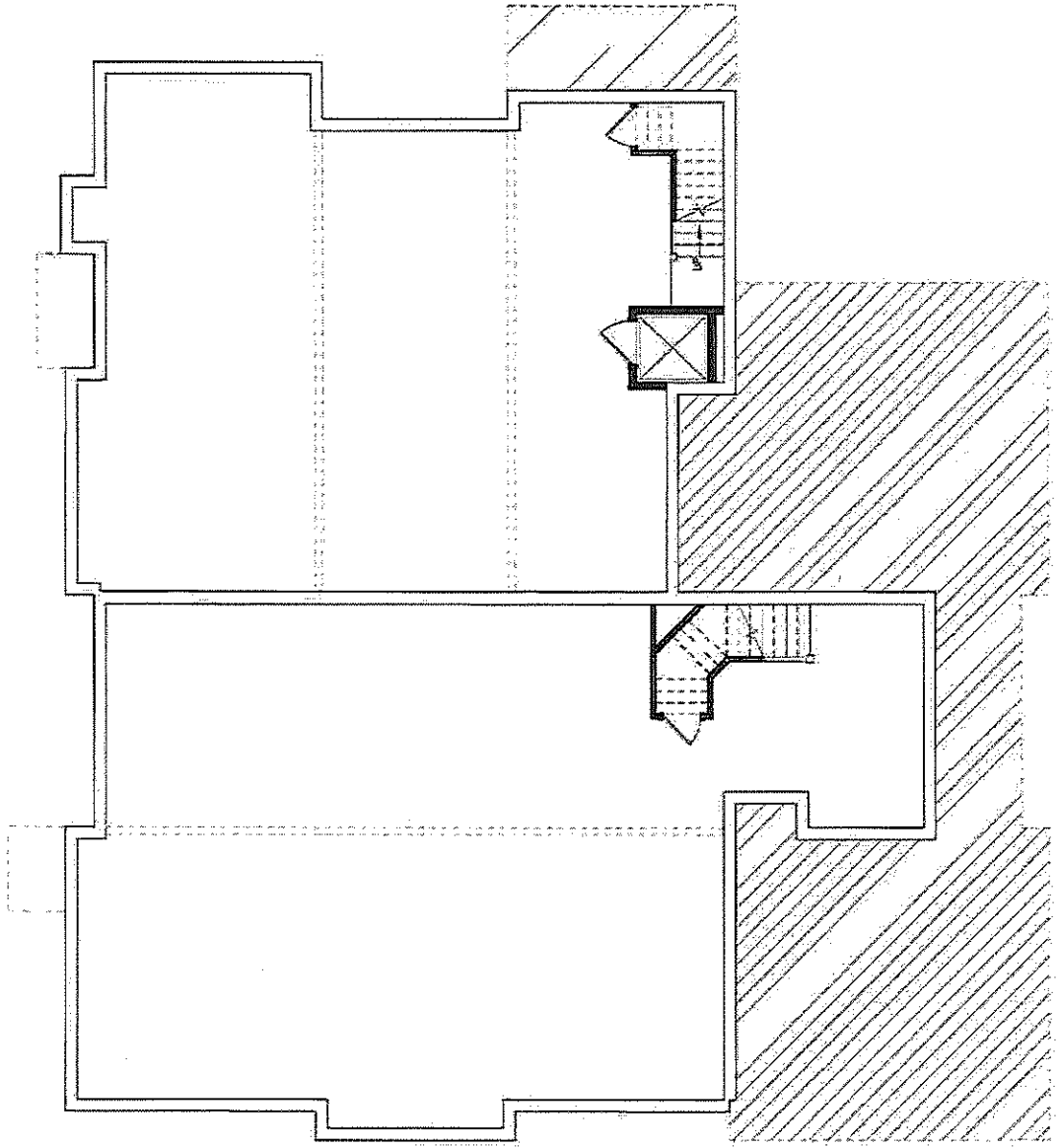
BUILDING PROGRAM
UNIT - B
 1st Floor - 1,909 sq. ft.
 2nd Floor - 1,086 sq. ft.
 Total - 2,974 sq. ft.
 Garage - 489 sq. ft.

1 1st Floor Plan UNIT - B
 1/8" = 1'-0"

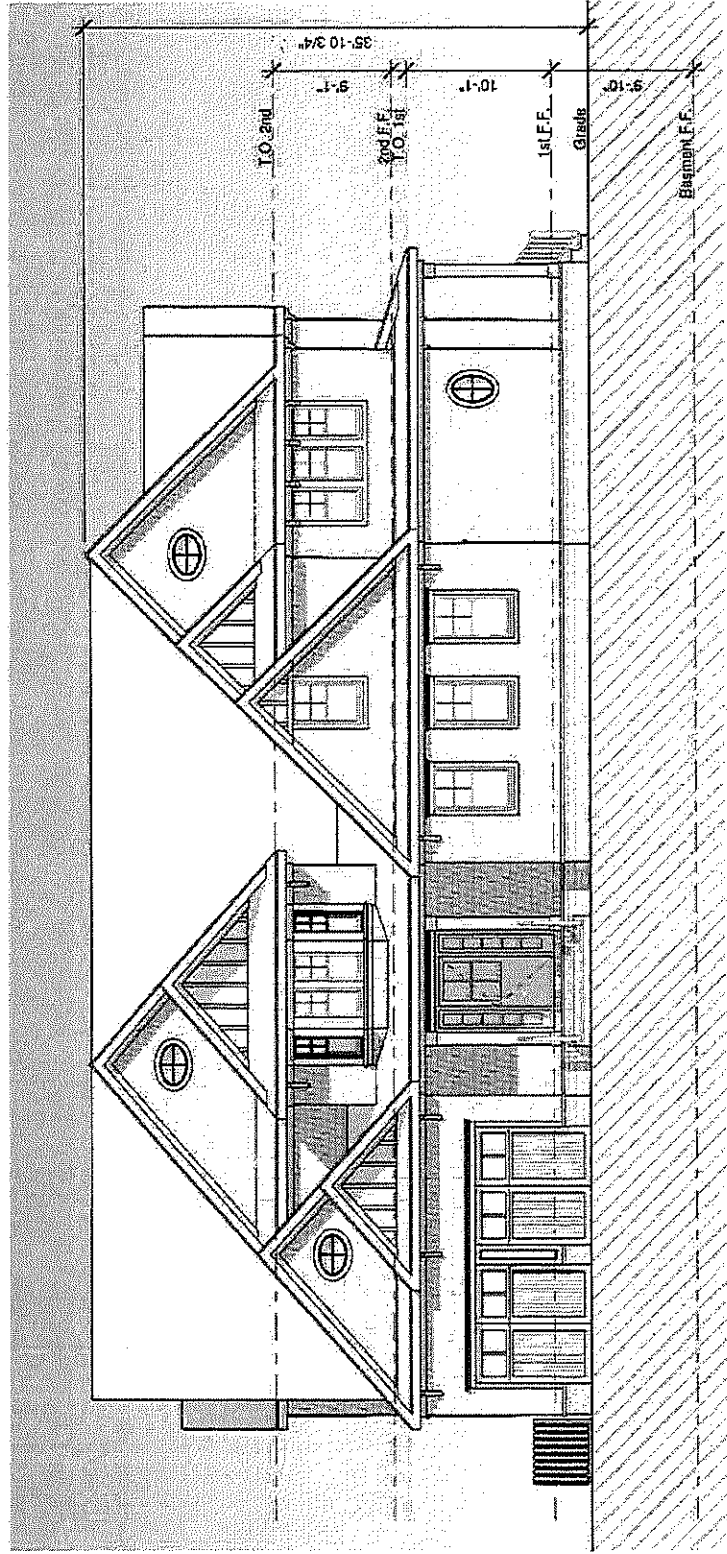
UNIT - B



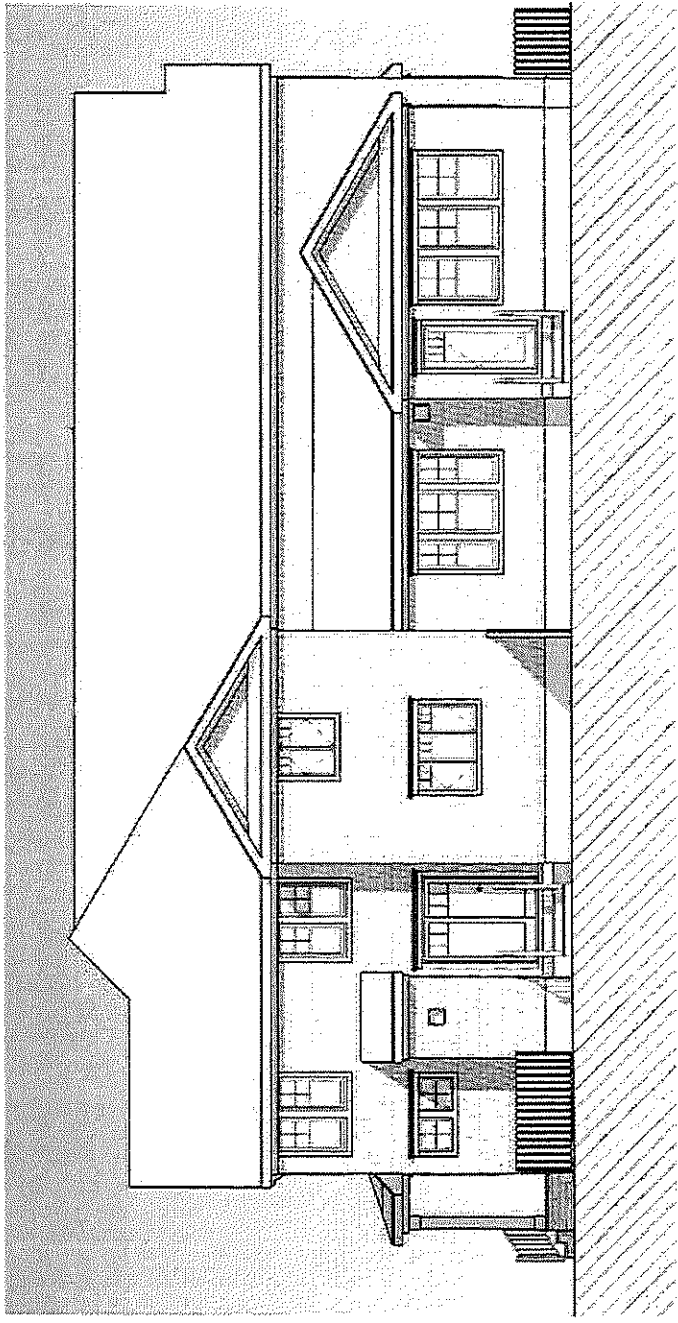
① 2nd Floor Plan UNIT - B
1/8" = 1'-0"



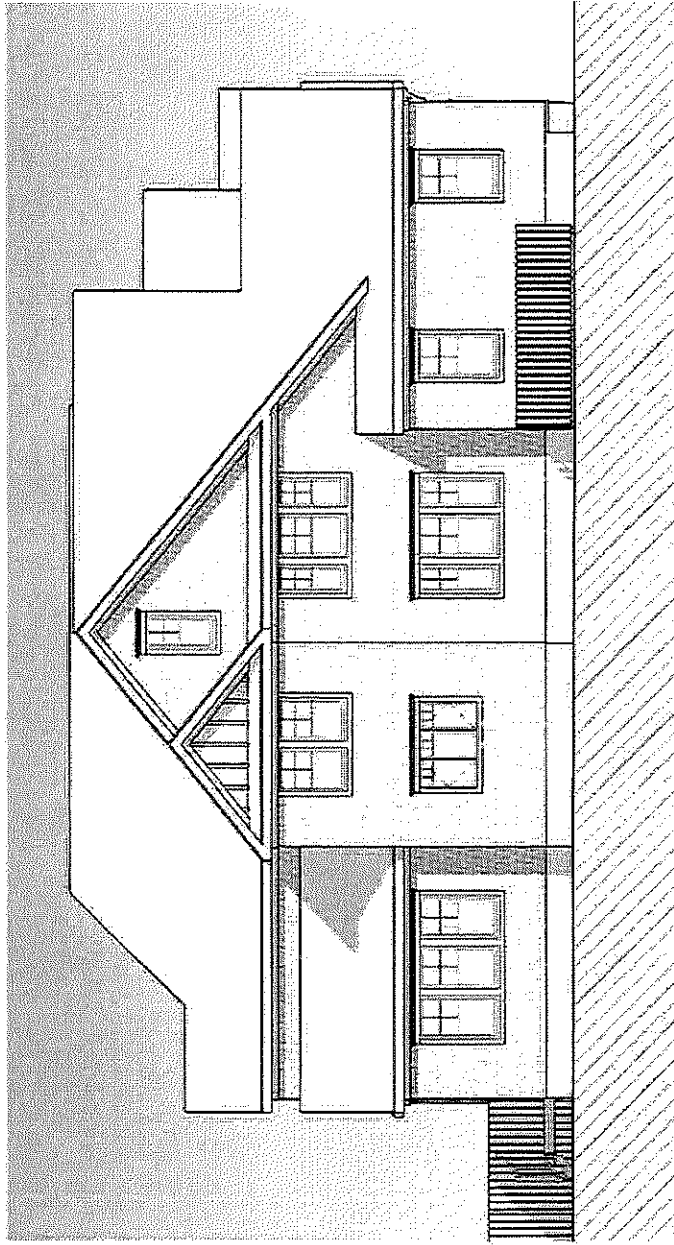
① Basement Floor Plan
1/8" = 1'-0"



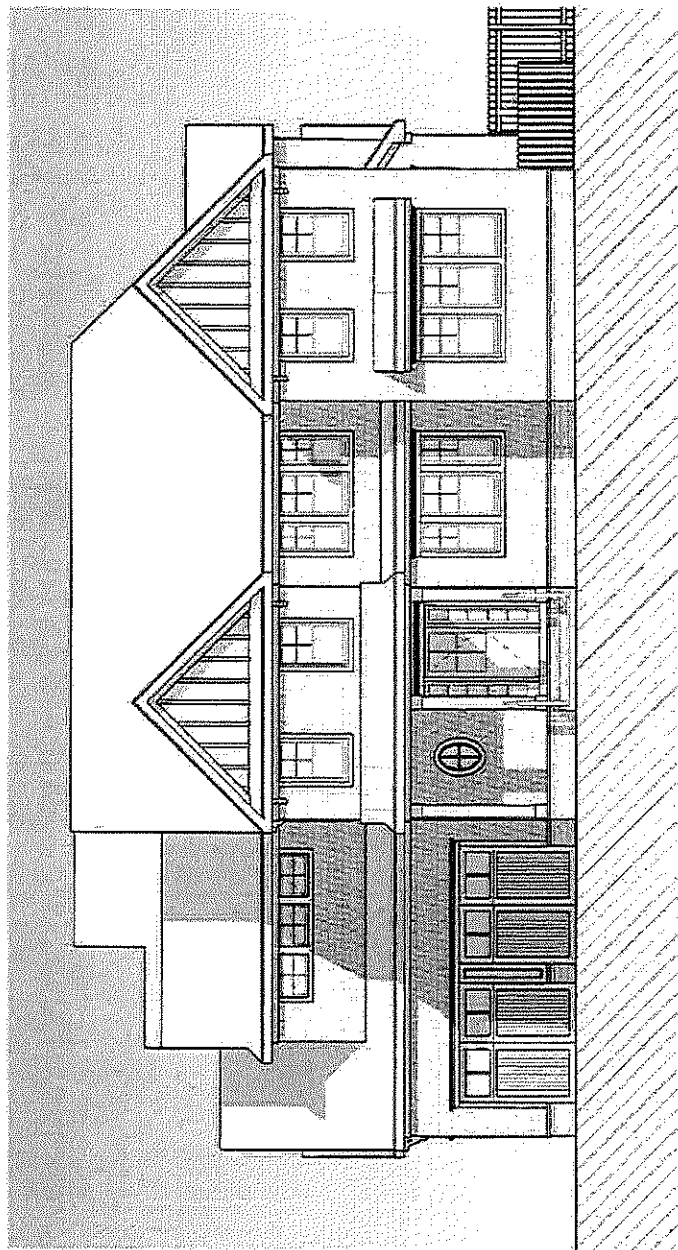
① Front Elevation
1/8" = 1'-0"



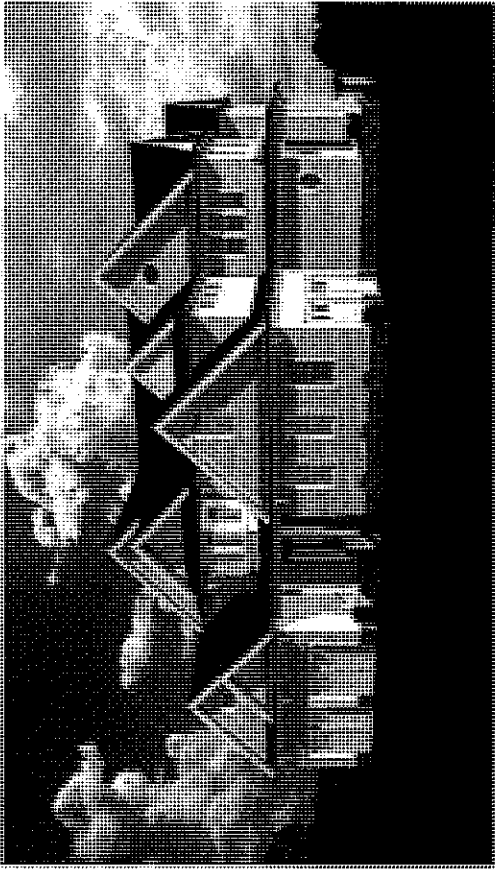
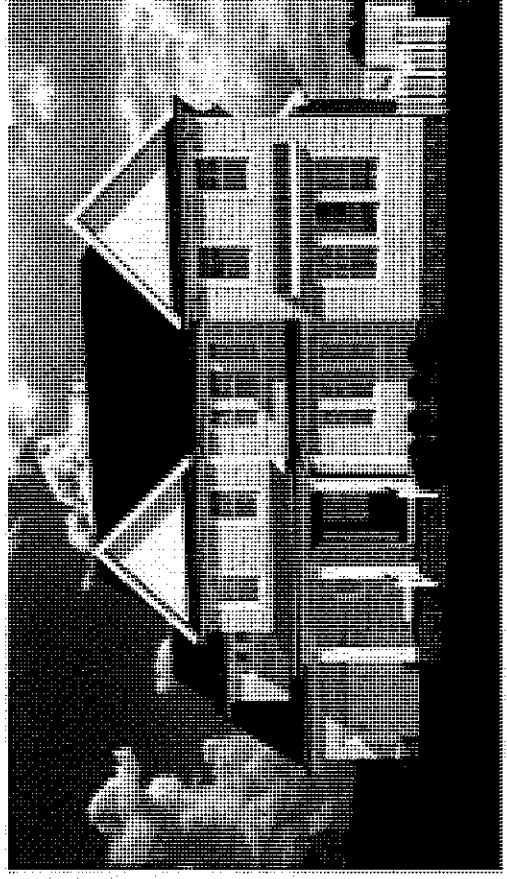
① Rear Elevation
1/8" = 1'-0"

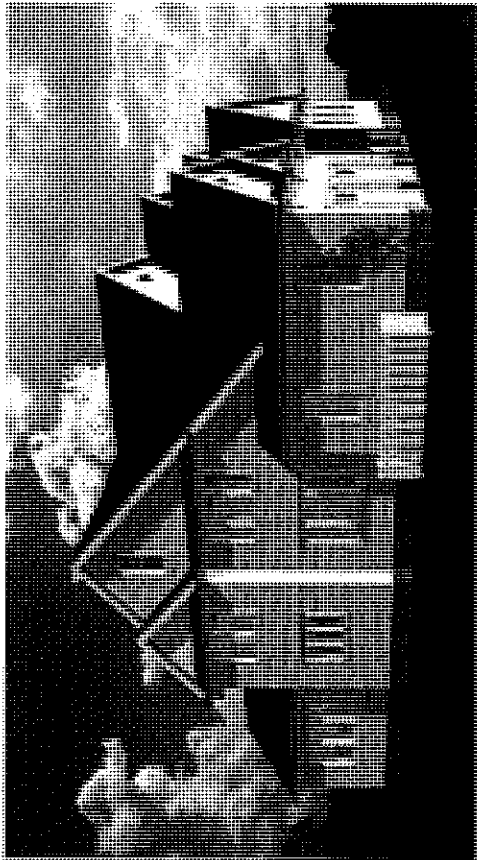
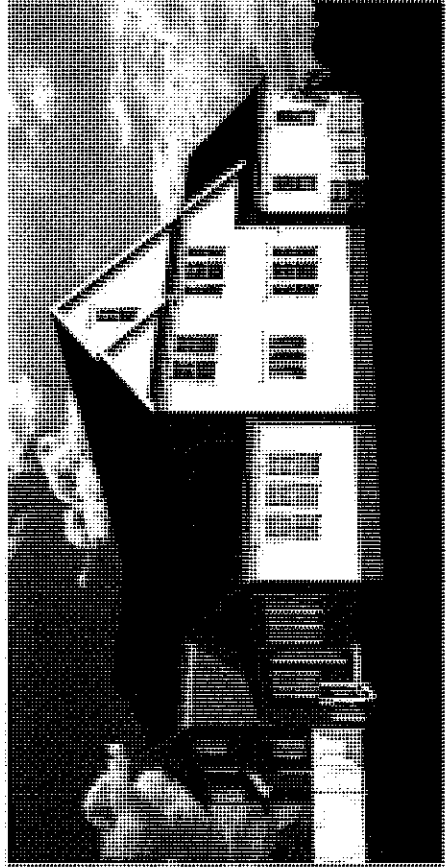


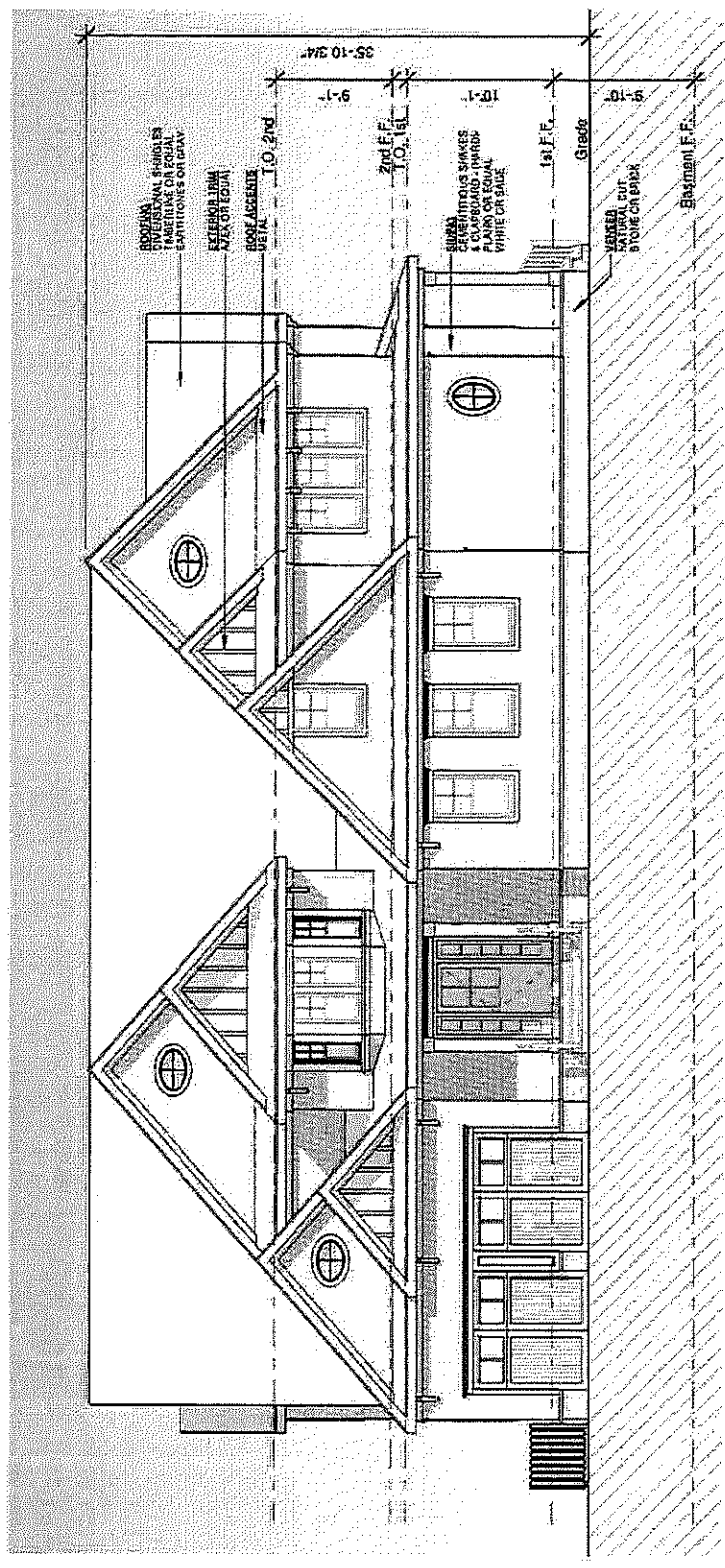
① Left Elevation
1/8" = 1'-0"



(1) Right Elevation.
1/8" = 1'-0"







① Front Elevation
 1/8" = 1'-0"

EXTERIOR MATERIALS

6.E. 100% Affordable Housing/Municipally Sponsored

6 Maplewood Avenue

15 Maplewood Avenue

61 South Ward Avenue



Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK PO BOX 1251 MARKET YARD FREEHOLD NJ 07728	Transaction Identification Number 4304315 4005792	
Recorded Document to be Returned by Submitter to: ACRES LAND TITLE AGENCY, INC. 55 ESSEX STREET MILLBURN, NJ 07041		

Official Use Only

CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
 2020038909
 RECORDED ON
 Apr 16, 2020
 2:49:51 PM
 BOOK:OR-9407 PAGE:3736
 Total Pages: 7

COUNTY RECORDING FEES \$90.00
 TOTAL PAID \$90.00

Submission Date (mm/dd/yyyy)		04/09/2020
No. of Pages (excluding Summary Sheet)		5
Recording Fee (excluding transfer tax)		\$90.00
Realty Transfer Tax		\$0.00
Total Amount		\$90.00
Document Type	DEED-NO CONSIDERATION	
Electronic Recording Level	L2 - Level 2 (With Images)	
Municipal Codes		
	RUMSON	4101
1046629		

Additional Information (Official Use Only)

* DO NOT REMOVE THIS PAGE.
 COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MONMOUTH COUNTY FILING RECORD.
 RETAIN THIS PAGE FOR FUTURE REFERENCE.



Monmouth County Document Summary Sheet

DEED-NO CONSIDERATION	Type		DEED-NO CONSIDERATION			
	Consideration		\$385,000.00			
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		04/09/2020			
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR		Name		Address	
			SYKES PROPERTIES LLC		6 MAPLEWOOD AVENUE, RUMSON BOROUGH, NJ 07760	
	GRANTEE		Name		Address	
			THE BOROUGH OF RUMSON NEW JERSEY		6 MAPLEWOOD AVENUE, RUMSON BOROUGH, NJ 07760	
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
		41	51	17		4101

*** DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MONMOUTH COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

R/R TO
 ACRE'S LAND TITLE AGENCY, INC.
 PO Box 769
 Millburn, NJ 07041

Deed

Case No. 322556

This Deed is made on **MARCH 25**, 2020 and delivered **March 31, 2020** @

BETWEEN

SYKES PROPERTIES, LLC,
 A NJ Limited Liability Company
 whose post office address is
157 Broad Street, Suite 106
Red Bank, New Jersey 07701
 referred to as the Grantor,

AND

BOROUGH OF RUMSON, NEW JERSEY

whose post office address is
80 East River Road
Rumson, New Jersey 07760
 referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

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 **Three Hundred Eight-Five Thousand Dollars and No Cents (\$385,000.00)**.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:26A-3) Municipality of **Rumson** Block No. **51**, Lot No. **17**.

3. Property. The Property consists of the land and all the building and structures on the land in the **Borough of Rumson**, County of **Monmouth** and State of New Jersey.

The legal description is:

Please see attached Legal Description annexed hereto and made part hereof. (Check box if applicable)

BEING THE SAME lands and premises conveyed to Sykes Properties, LLC by Deed from Donald M. Sykes, Jr. and Frances P. Sykes, husband and wife, dated May 14, 2007, recorded June 4, 2007 in the Monmouth County Clerk/Register's Office in Deed Book OR-8655, Page 7050.

Donald M. Sykes, Jr. died November 26, 2019. Frances P. Sykes has not remarried.

Subject to all conditions, restrictions and easements of record.

Prepared by:

(For Recorders Use Only)



Brooks Von Arx, Esq.

**SCHEDULE A-5
REVISED LEGAL DESCRIPTION**

Issuing Office File No. 322556

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Rumson, in the County of Monmouth, State of New Jersey:

BEGINNING at a point on the Southeasterly Right of Way line of Maplewood Avenue (30.00 feet wide), said point being located 208.13 feet Northeasterly from the intersection of the aforesaid Southeasterly Right of Way line of Maplewood Avenue with the Northeasterly Right of Way line of River Road (also known as East River Road) (formerly known as Oceanic Road) (50.00 feet wide), said point being also described in Deed Book 8655 Page 7050; thence running

- 1) Along the aforesaid Southeasterly Right of Way line of Maplewood Avenue, North 67 degrees 30 minutes 00 seconds East, a distance of 40.00 feet to a point; thence
- 2) South 20 degrees 55 minutes 00 seconds East, a distance of 100.00 feet to a point and a tall iron pipe found; thence
- 3) South 67 degrees 30 minutes 00 seconds West, a distance of 40.00 feet to a point; thence
- 4) North 20 degrees 55 minutes 00 seconds West, a distance of 100.00 feet to a point on the aforesaid Southeasterly Right of Way line of Maplewood Avenue, said point being the point and place of **BEGINNING**.

The above description being drawn in accordance with a survey prepared by Control Layouts, Inc., dated March 18, 2020.

For information purposes only: Being known as tax lot 17 in tax block 51 on the official tax map of the Borough of Rumson, Monmouth County, State of NJ.

GIT/REP-3
(8-19)
(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)

SYKES PROPERTIES, LLC, A Limited Liability Company of New Jersey

Current Street Address

157 Broad Street, Suite 106

City, Town, Post Office

Red Bank

State

NJ

ZIP Code

07701

Property Information

Block(s)

51

Lot(s)

17

Qualifier

Street Address

6 Maplewood Avenue

City, Town, Post Office

Rumson

State

NJ

ZIP Code

07760

Seller's Percentage of Ownership

100%

Total Consideration

385,000.00

Owner's Share of Consideration

385,000.00

Closing Date

3/31/2020

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is 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 is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred 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.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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 may 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 a 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.

3-25-2020

Date

Frances P. Sykes Frances P. Sykes, Managing Member

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

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

COUNTY Monmouth } SS. County Municipal Code 1341

MUNICIPALITY OF PROPERTY LOCATION Rumson

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

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

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

Deponent, Martin M. Barger, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Legal representative of Grantee in a deed dated March 25, 2020 and delivered transferring 3/31/2020 real property identified as Block number 51 Lot number 17 located at 6 Maplewood Avenue, Rumson and annexed thereto.

(2) CONSIDERATION \$ 385,000.00 (Instructions #1 and #5 on reverse side) [X] 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:

(See Instructions #5 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 (See 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.
(b) By or to the United States of America, this State, or any instrumentality, agency or subdivision.

(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 and #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 this 31 day of March, 2020

Signature of Deponent

Sykes Properties, LLC
Grantor Name

149 Avenue at the Common, Suite 1
Shrewsbury, New Jersey 07702

157 Broad Street, SUite 106
Red Bank NJ 07701

Signature of Notary Public

Joseph R Fontanella
Notary Public
New Jersey

My Commission Expires 11-6-2023
No. 2440291

Deponent Address

Grantor Address at Time of Sale

XXX-XXX-064
Last three digits in Grantor's Social Security Number

A Absolute Escrow Settlement
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm

The street address of the Property is:
**6 Maplewood Avenue
Rumson, New Jersey 07760**

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.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed or Attested by:

SYKES PROPERTIES, LLC, a NJ Limited Liability Co.

Linda M. Rabon
Linda M Rabon

Frances P. Sykes (Seal)
BY: Frances P. Sykes, Managing Member

STATE OF NEW JERSEY

ss:

COUNTY OF MONMOUTH

I **CERTIFY** that on MARCH 25 2020, FRANCES P. SYKES, the sole member of SYKES PROPERTIES, LLC, personally appeared before me and acknowledged under oath, to my satisfaction that

- (a) she is the sole member of SYKES PROPERTIES, LLC named in this Deed;
- (b) she signed, sealed and delivered this Deed as her voluntary act and deed and as the voluntary act and deed for the said LLC; and
- (c) she made this deed for \$385,000.00 as the full and actual consideration paid or to be paid for the transfer of title is (such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO
 Martin M. Barger, Esq.
 Barger & Gaines
 149 Avenue at the Common, Suite 1
 Shrewsbury, NJ 07702

Linda M. Rabon
 NOTARY PUBLIC
 Linda M. Rabon
 Notary Public, State of New Jersey
 My commission expires 7-6-2024
 No. 2059691

R/R TO
 ACRE'S LAND TITLE AGENCY, INC.
 PO Box 769
 Millburn, NJ 07041

Case No. 322556

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on **October 8, 2020.**

BETWEEN

**Ivo Pascucci
Katie Keenan**

(Include Social Security No.)

whose address is **35 Ridge Road, Rumson, NJ 07760**

referred to as the "Seller,"
AND

Borough of Rumson, a Municipal Corporation of the State of New Jersey
(Include Social Security No.)

whose address is **80 East River Road, Rumson, New Jersey 07760**

referred to as the "Buyer,"

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the Property (called the "Property") described in this contract.

2. Property. The Property to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this contract. The real Property to be sold is commonly known as **15 MAPLEWOOD AVENUE** in the Borough of Rumson in the County of Monmouth and State of New Jersey. It is shown on the municipal tax map as lot 7 in block 50. This Property is more fully described in the attached Schedule A.

3. Purchase Price. The purchase price is \$675,000.00.

4. Payment of Purchase Price. The Buyer will pay the purchase price as follows:

Previously paid by the Buyer (initial deposit)	\$	N/A
Upon signing of this Contract (balance of deposit) to be held in escrow by seller's attorney	\$	N/A
Balance to be paid at closing of title, in cash or by certified or bank cashier's check (subject to adjustment at closing)	\$	675,000.00

5. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to make **JULY 1, 2021**, the estimated date for the closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at our **TITLE COMPANY OFFICE - A ABSOLUTE ESCROW SETTLEMENT COMPANY, 834 BROAD STREET, SHREWSBURY, NEW JERSEY 07702.**

6. Transfer of Ownership. At the closing, the Seller will transfer ownership of the Property to the Buyer. This transfer or ownership will be free of all claims and rights of others except as provided in other parts of this contract. The Seller will give the Buyer a properly executed deed and an adequate Affidavit of Title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

7. Type of Deed. A deed is a written document used to transfer ownership of Property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as bargain and sale with covenants against grantors' act.

8. Physical Condition of the Property. This Property is being sold "AS IS". The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The

Buyer has inspected the Property and relies on this inspection and any rights which may be provided for in other parts of this contract.

9. **Risk of Loss.** The Seller is responsible for any damage to the Property, except for normal wear and tear, until the closing.

10. **Complete Agreement.** This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller. This contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller also promises that she/he has not made any other Contract to sell the Property to anyone else.

11. **Parties Liable.** This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

12. The property shall be delivered broom swept and cleaned out of all personal items.

13. All occupants of premises must vacate prior to closing.

14. **Certificate of Occupancy.** It is understood that the Seller will obtain the Smoke and Carbon Monoxide Certificate from the Borough of Rumson.

15. A radon test will be performed; if radon over 4.0 a remediation system will be installed.

16. **Termite Inspection.** The Buyer is permitted to have the Property inspected by a reputable termite inspection company to determine if there is any damage or infestation caused by termites or other wood-destroying insects. If the Buyer chooses to have this inspection, the inspection must be completed and the Seller notified of the results within ten (10) days of the signing of this contract by all parties. The Buyer will pay for this inspection. If infestation or damage is found, the Seller will be given ten (10) days to agree to exterminate all infestation and repair all damage before the closing. If the Seller refuses or fails (within the ten (10) day period) to agree to exterminate all infestation and repair all damages before the closing, the Buyer may cancel this contract.

17. This Contract is contingent upon a clean environmental and tank sweep, as well as an asbestos inspection.

18. This Contract is contingent upon the Borough Council authorizing the Mayor to execute this Contract by Resolution on behalf of the Borough at the meeting scheduled for October 13, 2020.

SIGNED AND AGREED TO BY:

Witnessed or Attested by:

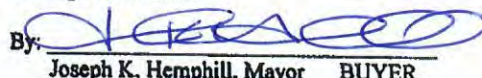
Dated Signed:



Thomas S. Rogers,
Borough Clerk/Borough Administrator

10/13/20

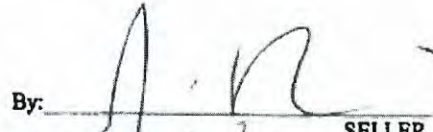
Borough of Rumson



Joseph K. Hemphill, Mayor BUYER

Ivo Pascucci
As to Seller(s)

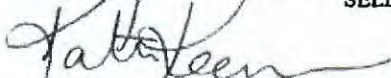
10/8/2020



SELLER

Katie Keenan

10/8/2020



BOROUGH OF RUMSON

RESOLUTION TO SIGN AN AGREEMENT FOR THE
PURCHASE OF 15 MAPLEWOOD AVENUE (BLOCK 50 LOT 7)
FOR AFFORDABLE HOUSING PURPOSES

WHEREAS, the Borough of Rumson is continually investigating ways to develop affordable housing in Rumson; and

WHEREAS, part of the Borough's Affordable Housing Spending Plan allows for the purchase of housing to be converted to affordable housing; and

WHEREAS, 15 Maplewood Avenue (Block 50, Lot 7) is for sale and the Borough has reached an agreement for the purchase of that property for an amount of \$675,000; and

WHEREAS, the funds exist in the Borough of Rumson's Affordable Housing Trust Funds; and

WHEREAS, the acquisition of the property meets the Borough's Affordable Housing Plan to develop affordable housing according to the State of New Jersey guidelines;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Rumson that the Mayor and Borough Administrator be authorized to sign the contract to purchase the property located at 15 Maplewood Avenue (Block 50, Lot 7); and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Chief Financial Officer, the Borough's Special Counsel for Affordable Housing and the Borough Attorney.

The above Resolution was moved for adoption by Councilman Rubin. Motion seconded by Council President Atwell and carried on the following roll call vote:

In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on October 13, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



Monmouth County Document Summary Sheet



MONMOUTH COUNTY CLERK
PO BOX 1251
MARKET YARD
FREEHOLD NJ 07728

Return Name and Address
Acres Land Title Agency, Inc.
P.O. Box 769
Millburn, NJ 07041



50017B

Official Use Only

Submitting Company Acres Land Title Agency, Inc.

Document Type Deed

Document Date (mm/dd/yyyy) 2/21/2020

Total Number of Pages
(including the cover sheet)

Consideration Amount (if applicable) \$635,000.00

MAR 12 2020

Official Use Only

6

CHRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2020028843
RECORDED ON
Mar 12, 2020
12:29:11 PM
BOOK:OR-9402
PAGE:4894
Total Pages: 6

COUNTY RECORDING FEES \$90.00
TOTAL PAID \$90.00

First Party	Name(s) (Last Name, First Name or Company Name)		Address (Optional)		
	Triplets Realty LLC, a New Jersey Limited Liability Company				
Second Party	Name(s) (Last Name, First Name or Company Name)		Address (Optional)		
	Borough of Rumson, a Municipal Corporation of the State of New Jersey				
The Following Section is Required for DEEDS Only					
Parcel Information	Municipality	Block	Lot	Qualifier	Property Address
	Borough of Rumson	141	19		61 South Ward Avenue, Rumson, NJ 07760
Recording Reference to Original Document (if applicable)					
Reference Information (Marginal Notation)	Book		Beginning Page		Instrument No.

Please do not detach this page from the original document as it contains important recording information and is it part of the permanent record.

R/R TO
CRE'S LAND TITLE AGENCY, INC.
PO Box 769
Millburn, NJ 07041
321970
G#00 No. 321970

Prepared By: V. David Shaheen
An Attorney At Law of N.J.

DEED

This Deed is executed on February 21, 2020 and delivered on March 2, 2020,

BETWEEN

Triplets Realty, LLC, a New Jersey Limited Liability Company, whose address is **16A Bellevue Ave, Rumson, New Jersey 07760**, hereinafter referred to as the "Grantor",

AND

Borough of Rumson, a Municipal Corporation of the State of New Jersey, whose address is about to be **61 So. Ward Avenue, Rumson, NJ 07760**, hereinafter referred to as the "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees respectively listed above.

Transfer of Ownership and Consideration (N.J.S.A. 46:15-6). The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. The true consideration for this transfer is the sum of **SIX HUNDRED THIRTY-FIVE THOUSAND AND ZERO HUNDREDTHS DOLLARS (\$635,000.00)**, receipt of which is acknowledged.

Land No Center

Tax Map Reference. Rumson, Block 141, Lot 19.

Property. The property consists of the land and all the buildings and structures on the land in the Borough of Rumson, County of Monmouth, and State of New Jersey. The legal description of the Property is:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A
PART HEREOF FOR LEGAL DESCRIPTION OF PROPERTY

Being the same property conveyed to Grantor by deed from Shaun Golden, Sheriff of the County of Monmouth in the State of New Jersey, dated October 17, 2012 and recorded on December 4, 2012 in the Monmouth County Clerk's Office in OR:BK-8983 at Page 6822.

Being commonly known as 61 So. Ward Avenue, Rumson, NJ 07760.

Subject to subsurface conditions not of record, and any easements, restrictions, covenants or conditions of record.



**SCHEDULE A-5
REVISED LEGAL DESCRIPTION**

Issuing Office File No. 321970

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Rumson, in the County of Monmouth, State of New Jersey:

BEGINNING at an iron pipe found at the point of intersection of the Easterly Right of Way line of South Ward Avenue (formerly known as East South Shrewsbury Drive) (50.00 feet wide) and the Northerly Right of Way line of Washington Avenue (50.00 feet wide); said point being also described in Deed Book 8696 Page 2988; thence running

- 1) Along the aforesaid Easterly Right of Way line of South Ward Avenue, North 08 degrees 16 minutes 15 seconds East, a distance of 90.47 feet to a point; thence
- 2) South 73 degrees 30 minutes 00 seconds East, a distance of 81.75 feet to a point; thence
- 3) South 16 degrees 53 minutes 00 seconds West, over and beyond a bent iron bar found on line 0.3 feet from the terminus of this course, a distance of 90.00 feet to a point on the aforesaid Northerly Right of Way line of Washington Avenue; thence
- 4) Along the aforesaid Northerly Right of Way line of Washington Avenue, North 73 degrees 07 minutes 00 seconds West, a distance of 68.20 feet to a point and iron pipe found, said point being the point and place of BEGINNING.

BEING known and designated as part of Lots 36 and 37 in Block D as shown on a certain map entitled "Map of Conover Park" filed in the Monmouth County Clerk's Office on March 1, 1895 in Case No. 71-8.

The above description being drawn in accordance with a survey prepared by Control Layouts, Inc., dated February 11, 2020.

For information purposes only: Being known as tax lot 19 in tax block 141 on the official tax map of the Borough of Rumson, Monmouth County, State of NJ.

GIT/REP-3
(8-19)
(Print or Type)

State of New Jersey Seller's Residency Certification/Exemption

Seller's Information

Name(s)
Triplets Realty, LLC by Charles Far Kouch, sole member

Current Street Address
16A Bellevue Ave.

City, Town, Post Office
Rumson

State
NJ

ZIP Code
07760

Property Information

Block(s)
141

Lot(s)
19

Qualifier

Street Address
61 So. Ward Avenue

City, Town, Post Office
Rumson

State
NJ

ZIP Code
07760

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
10000%	635,000.00	635,000.00	3/2/2020

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

- 1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
- 2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
- 3. Seller is 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 is not required to make an estimated Gross Income Tax payment.
- 6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
- 7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
- 8. Seller did not receive non-like kind property.
- 9. The real property is being transferred 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.
- 10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- 11. The deed is dated prior to August 1, 2004, and was not previously recorded.
- 12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
- 13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
- 14. The property transferred is a cemetery plot.
- 15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
- 16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
- 17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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 may 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 a 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.

2/21/2020

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

Charles Far Kouch, Sole member

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

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

COUNTY Monmouth } SS. County Municipal Code 1341

FOR RECORDER'S USE ONLY	
Consideration \$	_____
RTF paid by seller \$	_____
Date _____ By _____	_____

MUNICIPALITY OF PROPERTY LOCATION Rumson

*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, Charles Farkouh (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Sole Member of Grantor in a deed dated 02/21/2020 and delivered 3/2/2020 db (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) transferring

real property identified as Block number 141 Lot number 19 located at 61 So. Ward Ave., Rumson (Street Address, Town) and annexed thereto.

(2) CONSIDERATION \$ 635,000.00 (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. Sale to an instrumentality of the State of New Jersey

(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 this 21 day of February, 2020

V. DAVID SHAHEEN, ESQ.
Atty-at-Law of N.J.

Signature of Deponent Triplets Realty LLC Grantor Name
16A Bellevue Ave., Rumson, NJ Deponent Address 16A Bellevue Ave., Rumson, NJ Grantor Address at Time of Sale
XXX-XXX-972 Last three digits in Grantor's Social Security Number A Absolute Grow Settlement Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number _____	County _____
Deed Number _____	Book _____ Page _____
Deed Dated _____	Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

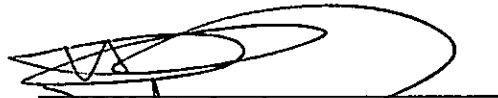
STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08646-0251
ATTENTION: REALTY TRANSFER FEE UNIT

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 done or executed, or allowed to be done or executed, any act, deed or thing whereby anyone else has obtained any legal rights which affect the property.

Signatures. The Grantor signs this Deed as of the Date at the top of the first page.

Witness:

Triplets Realty, LLC


V. David Shaheen

By: 
Charles Farkouh, Sole Member

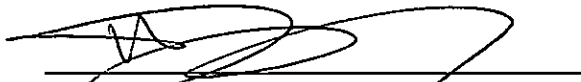
STATE OF NEW JERSEY

SS.

COUNTY OF MONMOUTH

I certify that on **February 21, 2020**, Charles Farkouh, personally appeared before me and acknowledged under oath, to my satisfaction, that each person;

- (a) is the Sole Member of Triplets Realty, LLC and is named in and personally signed this Deed on behalf of the Limited Liability Company;
- (b) signed, sealed and delivered this Deed as an authorized action of the Limited Liability Company; and
- (c) made this deed for a consideration of **\$635,000.00** paid for the transfer of title.


V. David Shaheen
An Attorney At Law of NJ

RECORD AND RETURN TO:

Martin Barger, Esq.
Barger & Gaines
149 Avenue at the Common
Suite 1
Shrewsbury NJ 07702

R/R TO
ACRE'S LAND TITLE AGENCY, INC.
PO Box 769
Millburn, NJ 07041

Case No. 321970

6.E. Sewer/Water Capacity Letter



Borough of Rumson
BOROUGH HALL
80 East River Road
Rumson, New Jersey 07760-1689
rumsonnj.gov

David M. Marks, PE, CME, CFM
Borough Engineer
office 732.842.3300
fax 732.219.0714
dmarks@rumsonnj.gov

November 13, 2020
Via Email (Klelie@kylemcmanus.com)

Kendra Lelie, PP, AICP, LLA
Senior Associate
Kyle + McManus Associates
PO Box 236
Hopewell, NJ 08525

**Re: Water and Sanitary Sewer Utility Service Letter
Rumson Borough Affordable Housing Sites**

Ms. Lelie,

In furtherance of our discussions, I offer the following details in regards to the availability of water and sanitary sewer service for the Borough's affordable housing sites:

61 Carton Street (Block 59, Lot 10)

The subject parcel is serviced by New Jersey American Water Company with potable water infrastructure located within the Carton Street right-of-way immediately along the parcel's street frontage. The subject parcel is also serviced by the Borough of Rumson with sanitary sewer infrastructure located within the Carton Street right-of-way immediately along the parcel's street frontage.

6 Maplewood Avenue (Block 51, Lot 17)

The subject parcel is serviced by New Jersey American Water Company with potable water infrastructure located within the Maplewood Avenue right-of-way immediately along the parcel's street frontage. The subject parcel is also serviced by the Borough of Rumson with sanitary sewer infrastructure located within the Maplewood Avenue right-of-way immediately along the parcel's street frontage.

61 South Ward Avenue (Block 141, Lot 19)

The subject parcel is serviced by New Jersey American Water Company with potable water infrastructure located within the South Ward Avenue right-of-way immediately along the parcel's street frontage. The subject parcel is also serviced by the Borough of Rumson with sanitary sewer infrastructure located within the South Ward Avenue right-of-way immediately along the parcel's street frontage.

15A Maplewood (Block 56, Lot 7)

The subject parcel is serviced by New Jersey American Water Company with potable water infrastructure located within the Maplewood Avenue right-of-way immediately along the parcel's

street frontage. The subject parcel is also serviced by the Borough of Rumson with sanitary sewer infrastructure located within the Maplewood Avenue right-of-way immediately along the parcel's street frontage.

15B Maplewood (Block 56, Lot 7)

The subject parcel is serviced by New Jersey American Water Company with potable water infrastructure located within the Maplewood Avenue right-of-way immediately along the parcel's street frontage. The subject parcel is also serviced by the Borough of Rumson with sanitary sewer infrastructure located within the Maplewood Avenue right-of-way immediately along the parcel's street frontage.

Should you require any additional information, please do not hesitate to contact me.

Sincerely,



David M. Marks, P.E., C.M.E., CFM
Borough Engineer

Cc: Tom Rogers, Municipal Clerk/ Administrator

Appendix 7. Unmet Need Documentation

7.A. Accessory Apartment Program

December 15, 2020

2020-1215-146

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION ADOPTING AN ACCESSORY APARTMENT MANUAL

WHEREAS, a final Mount Laurel Compliance Hearing is scheduled to take place during which the Court will consider whether to approve the Borough of Rumson's Round 3 Housing Element and Fair Share Plan, its implementing ordinances and ancillary documents; and

WHEREAS, as part of the compliance process, an Accessory Apartment Manual has been prepared by Community Grants, Planning and Housing, who will administer the program; and

WHEREAS, the Accessory Apartment Manual outlines the policies and procedures of the Accessory Apartment Program including the basic content and operation of the various program components; and

WHEREAS, the manual is a mandatory element of the Borough's package of documents to be considered by the Court at the Compliance Hearing referenced above.

NOW THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Rumson, County of Monmouth, approves and adopts its Accessory Apartment Manual, attached hereto as Exhibit A, so that the Borough can implement its Accessory Apartment Program.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

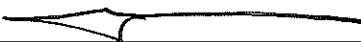
In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



**Ordinance Introduced in First Reading April 24;
Public Hearing Tuesday, June 12, 2018 at 7:30 p.m.**

18-006 D

**BOROUGH OF RUMSON
MONMOUTH COUNTY**

**AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF
RUMSON BY AMENDING CHAPTER XXII, DEVELOPMENT
REGULATIONS, ESTABLISHING THE REQUIREMENTS FOR
ACCESSORY APARTMENT UNITS IN THE R-1 AND R-2 ZONE
DISTRICTS IN THE BOROUGH OF RUMSON.**

PURPOSE

The purpose of this Ordinance is to establish regulations and standards governing the development of low and moderate income accessory apartment units in the Borough's R-1 and R-2 Zones. The Ordinance is designed to regulate low and moderate-income accessory apartment units in a manner consistent with the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq.

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth, that it does hereby supplement and amend Chapter XXII of the Code of the Borough of Rumson as follows:

Section 1. Chapter 22-2.4, Definitions, the definition of "Accessory Unit" shall be replaced in its entirety by the following, and the new definition of "Very Low, Low and Moderate Income Accessory Apartment Unit" shall be added as follows:

ACCESSORY APARTMENT UNIT means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance. An accessory unit may be created within an existing or new single-family residential dwelling, may be created within an existing or new accessory building on a lot containing a single-family dwelling, or be an addition to an existing single-family dwelling or accessory building.

VERY LOW, LOW AND MODERATE INCOME ACCESSORY APARTMENT UNIT means an accessory unit deed restricted for occupancy by a very low, low or moderate-income household as defined by Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq..

Section 2. Chapter 22, Development Regulations, of the code of the Borough of Rumson is hereby amended to delete existing Section 22-6.9 in its entirety and replace it with the following new Section 22-6.9:

22-6.9 ACCESSORY APARTMENT UNITS

- a. *General Requirements and Conditions.* Accessory Apartment units shall be permitted as a conditional use in the R-1 and R-2 Zone Districts, provided that the use and buildings shall adhere to the following minimum standards and conditions:
 1. No more than one (1) accessory apartment unit shall be permitted.
 2. The accessory apartment unit shall comply with all applicable statutes and regulations of the State of New Jersey in addition to all local building codes.
 3. An accessory apartment unit shall, for a period of at least 10 years from the date of the issuance of a certificate of occupancy, be rented only to a very low, low or moderate income qualified household as is defined by applicable Council on

Affordable Housing (“COAH”) and Uniform Housing Affordability Controls (“UHAC”) regulations at the time of initial occupancy of the unit.

4. Rents of accessory apartment units shall be affordable to very low, low and moderate income households as per applicable COAH and UHAC regulations, or by Court Order, and shall include a utility allowance.
5. Rent increases shall be in accordance with COAH or Court approved percentages.
6. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory unit is located running with the land and limiting its subsequent rental or sale within the requirements of paragraphs (2), (3), (4) and (5) above.
7. Each accessory apartment unit shall have living/sleeping space, cooking facilities, a kitchen sink and complete sanitary facilities for the exclusive use of its occupants. It shall consist of no less than two rooms, one of which shall be a full bathroom.
8. The accessory apartment unit shall have a separate door with direct access to the outdoors.
9. The potable water supply and sewage disposal system for the accessory apartment unit shall be adequate to service the unit.
10. During the period in which affordability controls are in place, the accessory apartment unit shall be affirmatively marketed to the housing region in accordance with applicable COAH and UHAC regulations, as well as subsection 22-7.35, Affirmative Marketing of Affordable Housing units.
11. Accessory apartment units may be located in an existing accessory building so long as the existing building footprint of the building is maintained. Any additions to a principal or accessory building to accommodate an accessory unit shall conform to the setback requirements for principal buildings in the district.
12. New freestanding accessory buildings containing accessory apartment units shall conform to the setback requirements for principal buildings in the district.
13. Accessory Apartment units are exempt from bedroom mix requirements in N.J.A.C. 5:93-7.3.
14. To increase the viability of the Borough’s accessory apartment program, and to help subsidize the physical creation of accessory apartment units, the Borough will increase the minimum \$10,000 per accessory apartment required by N.J.A.C. 5-93-5.9(a)(2) by providing \$25,000 for a moderate income accessory apartment unit, \$35,000 for a low income accessory apartment unit and \$50,000 for a very low income accessory apartment unit.

b. *Other Requirements.*

1. All standards and requirements of the zone district, except as modified by this section, shall apply.
2. The lot must contain a conforming principal dwelling except as otherwise permitted pursuant to subsection 22-7.3, Nonconforming Uses, Buildings and Structures.
3. The total number of parking spaces required shall be met on site in compliance with RSIS for the principal dwelling and accessory apartment. The accessory apartment parking demand is calculated using the “Garden Apartment” classification. If parking for an accessory apartment is added, screening is

required sufficient to minimize the visual impact on abutters, such as evergreen or dense deciduous plantings, walls, fences, or a combination.

4. Exterior alterations are permitted provided they are in keeping with the architectural integrity of the structure, and the look, character and scale of the surrounding neighborhood as viewed from the street, including, but not limited to, the following considerations:
 - a. The exterior finish material should be the same or visually consistent in type, size, and placement, as the exterior finish material of the remainder of the building;
 - b. The roof pitch should be consistent with the predominant roof pitch of the remainder of the building;
 - c. Trim should be consistent in type, size, and location as the trim used on the remainder of the building;
 - d. Windows should be consistent with those of the remainder of the building in proportion and orientation;
 - e. Exterior staircases should be designed to minimize visual intrusion and be complementary to the existing building.
- c. *Administrative Entity.* The Borough's designated Administrative Agent is the entity that will administer the Borough's accessory apartment program. The Administrative Agent shall administer the program in accordance with applicable COAH and UHAC regulations and pursuant to the following procedures and requirements:
 1. The administrative responsibilities of the Administrative Agent includes, but is not limited to, advertising, income qualifying prospective renters, setting rents and annual rental increases, maintaining a waiting list, distributing the subsidy, securing the securing certificates of occupancy, qualifying properties, handling application forms, filing deed restrictions and monitoring reports and affirmatively marketing the accessory unit program.
 2. Applicants for accessory apartment units shall submit required application forms and documentation directly to the Borough's Zoning Officer, who shall transmit application material to the Borough's Administrative Agent. The Borough's Administrative Agent shall only approve an application for an accessory apartment unit if the project is in conformance with applicable COAH and UHAC requirements, the Borough's Zoning Ordinance and Development Regulations, any applicable Court orders or Court approved agreements, and this section. All approvals or denials shall be in writing with the reasons clearly stated.
 3. In accordance with applicable COAH or UHAC requirements, the Borough shall subsidize the physical creation of a very low, low and moderate-income accessory apartment unit in accordance with current COAH and UHAC minimum requirements or such additional amount as determined necessary by the Borough or the Court to create either a low and moderate-income unit meeting COAH and UHAC requirements. Prior to the grant of such subsidy, the property owner shall enter into a written agreement with the Borough ensuring that; (1) the subsidy shall be used to create the accessory apartment unit; and (2) the unit shall meet the requirements of this Ordinance and all applicable COAH and UHAC regulations.
- d. *Submission Requirements and Application Procedures.* Applicants for the creation of an accessory apartment unit shall submit an application for a development permit and the required application information to the Borough's Zoning Officer, who shall submit a copy of the application to the Borough's Administrative Agent, the administrative entity for the program.

1. Applicants shall submit the same information required for an application for a single family dwelling, along with the following additional requirements:
 - a) For an accessory apartment unit located within a principal building, a sketch of the floor plan(s) of the unit showing the location, size and relationship to both the accessory apartment unit and the primary dwelling unit in the building.
 - b) For an accessory apartment unit located in an accessory building, the floor plan(s) of the accessory apartment unit and for all other rooms and building elements in the accessory building not used for residential purposes and their use (i.e. storage, garage, etc.).
 - c) Elevations showing any new construction and modifications of any exterior building facades to which changes are proposed.
 - d) A site development sketch showing the location of the principal building and accessory buildings, all property lines, proposed additions if any, along with the minimum building setback line, the required parking spaces for both dwelling units, and any site conditions which might affect development.
2. The Zoning Officer shall process the application in accordance with normal procedures. The issuance of a development permit or any affirmative action by a municipal agency shall be preceded by or conditioned upon approval by the Borough's Administrative Agent pursuant to this section.

e. Conversion of Existing Accessory Apartment Unit. Accessory Apartment units created prior to the adoption of this subsection or without proper permits may be converted to a low and moderate-income accessory unit under the provisions of this section consistent with N.J.A.C. 5:93-5.9 of COAH's Prior Round regulations. All the requirements of this section and applicable COAH and UHAC regulations shall apply, except that the Borough shall not provide a subsidy unit.

Section 3. Sub-paragraph d, "Conditional Uses", in subsection 22-5.4, Regulations Controlling the R-1 Residential Zone District, is hereby amended to replace the existing conditional use of "Accessory Units" with the following conditional use:

5. Accessory Apartment Units

Section 4. Sub-paragraph d, "Conditional Uses", in subsection 22-5.5, Regulations Controlling the R-2 Residential Zone District, is hereby amended to replace the existing conditional use of "Accessory Units" with the following conditional use:

5. Accessory Apartment Units

Section 5. If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

Section 6. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Introduced: April 24, 2018

RUMSON BOROUGH ACCESSORY APARTMENT PROGRAM GUIDELINES

INTRODUCTION

This program will comply with the rules found in 5:93-5.9. As per 5:93-1.3 of the Substantive Rules of the New Jersey Council on Affordable Housing **“Accessory apartment” is defined** as a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site. The Borough will provide a \$25,000 subsidy for a moderate-income unit, \$35,000 subsidy for a low-income unit and \$50,000 for a very-low income unit in the form of a grant for an accessory apartment after a unit is code compliant, been approved by the Borough, and owner has executed a deed restriction for the unit to remain a unit affordable for a period of ten (10) years. **Any units created prior to the adoption of the Borough’s Accessory Apartment ordinance** are not permitted to become compliant under this program.

These **Accessory Apartment Program Guidelines (“Guidelines”)** as outlined in this document supplement the Borough of Rumson’s **Administration of Affordable Units** Operating Manual. This Accessory Apartment manual focuses specifically on the unique aspects of creating an Accessory unit. Accordingly, for any topics or areas of concern not covered in this specialized manual (such as rental increases, marketing, affirmative monitoring, income eligibility and much more), the reader should refer to the Borough’s Administrative Agent Operating Manual for guidance on that subject, as the procedures are always the same unless otherwise noted.

METHOD BY WHICH A NEW ACCESSORY UNIT WILL BE CREATED

In compliance with current zoning in Rumson, accessory apartments are permitted as a conditional use in the R-1 and R-2 Zone Districts, provided that the use and buildings adhere to the minimum standards and conditions as identified at Sec. 22-6.9(a) of the **Borough Code**. **Please refer to Exhibit I for a copy of the Borough's Accessory Apartment Ordinance.**

1. A public notice will be placed on the Borough's **web site** to explain the Program. Potentially eligible homeowners will be encouraged to enter the program and will receive a \$25,000 municipal subsidy to help create a unit and rent it to a moderate-income household, \$35,000 to rent the unit to a low-income household, and \$50,000 to rent the unit to a very-low income household for a period of ten (10) years.
2. Homeowners wishing to create a new accessory unit will be contacted within three (3) business days of their expression of interest in the program and sent an application if one is requested.
3. The homeowner will be instructed to fill out the application fully and completely, including all necessary documentation. Upon receiving the application, the Administrative Agent will establish and keep a confidential file in the name of the applicant.
4. The Administrative Agent will review the application, including all additional supporting documents required. Applications will not be processed until all documentation is submitted. Applications may be refused where any of the following are found:
 - a. Inaccurate/incorrect information
 - b. Property tax is in arrears to the Borough
 - c. Lot does not meet the requirements of the Borough Accessory Apartment Ordinance
 - d. Property is subject to outstanding liens
 - e. Property is subject to ongoing legal action

- f. Any mortgage payments are in arrears by more than one month

Please note – any utility easements or required wetlands/environmental buffers or similar will need to be followed as part of State and Local requirements that may apply.

5. If the application is approved, the applicant will sign an agreement that outlines the funding and compliance requirements to restrict the unit to moderate income households through a deed covenant placed on the property for a period of at least ten (10) years.
6. Homeowners will source their own architects (if needed) and contractors and go through the normal permitting, construction, and approval processes for all improvements and must receive a Certificate of Occupancy from the Municipality prior to receiving payment. Furthermore, any expenses incurred by the property owner during the permitting and construction process of the accessory apartment are the responsibility of the property owner. A hardship waiver of this prerequisite to the Borough's **distribution of funds will be considered on a case by case basis.**
7. When applicable, the applicant will be required to obtain from a licensed Septic Engineer verification that the existing (or proposed) septic system can adequately service the additional demand placed on the system by the proposed new rental unit **at the owner/applicant's expense, as needed to satisfy the County.** The applicant may be required to obtain special permits or permissions, and comply with all necessary setback and parking requirements based on the specific zoning area within the Borough. Please see Sec. 22-6.9 of the Borough Code for more information.
8. The Rumson Borough Construction Official will issue a Certificate of Approval confirming that the scope of work has been completed and meets the requirements of the Municipal code and New Jersey rehabilitation Subcode. This document shall be kept in the program participant's **file.**
9. Upon receipt of their Certificate of Occupancy from the Borough, a \$25,000 municipal subsidy will be awarded to the property owner for a unit restricted for rent by a moderate-income tenant for a period of ten (10) years; a \$35,000 subsidy will

be awarded for each unit restricted for rent by a low-income tenant for a period of ten (10) years; and a \$50,000 subsidy will be awarded for each unit restricted for rent by a very-low income tenant for a period of ten (10) years.

10. The Borough's Administrative Agent will affirmatively market the accessory apartment as described in the Administrative Agent Manual.
11. Once the unit is in full compliance with the Accessory Apartment Program Guidelines, as determined by the Administrative Agent, the unit will be deemed credit worthy, payment in full will be made by the Borough, and this unit will be made part of the next and subsequent annual compliance reports.

APPROVAL OF THE ACCESSORY APARTMENT CONSTRUCTION PERMITS

1. Once an owner is approved for program participation, s/he will be required to submit plans to the Borough Zoning Officer if work is to be done on an existing unit, or if a new unit is to be constructed.
2. The Borough's Zoning Officer and Building Inspector will review new construction plans as required by the Planning Board or Zoning Board of Adjustment, and approve new units per the Borough's **standard procedures**.

DOCUMENTS AND VERIFICATIONS REQUIRED PRIOR TO RELEASE OF FUNDS

For Awarding Funds

The Administrative Agent will oversee the execution of all necessary municipal agreements and municipal finance documents related to the accessory housing program. The Administrative Agent will be responsible for creating municipal resolution

documents, deed covenant and recording applicable instruments subject to municipal attorney review and approval.

Construction Code Official Approval Letter

Written approval for the unit is required from the Borough's **building inspection official**.

Septic Engineer Approval Letter

If necessary, an approval letter from the County stating that the proposed site can handle the accessory unit, from a septic perspective is required.

Deed

A copy of the recorded deed for the property.

Property Tax Verification

A certificate from the Borough tax collector indicating that tax payments are up to date.

Outstanding Mortgages & Liens

Disclosure and copies of all mortgages and liens.

Planning Board or Zoning Board of Adjustment Approval

Borough Planning Board approval is required for the construction of the accessory apartment, as per **the Borough's Accessory Apartment ordinance**. To be considered by the Board, the applicant must present the **documents required per the Borough's ordinance**.

Resolution from the Borough Council

A resolution from the Borough Council that approves the municipal subsidy after the following has occurred:

1. Borough Planning Board approval of the accessory apartment, if required.

2. A letter from the Administrative Agent stating that the applicant has met all the necessary requirements.

Certificate of Insurance

A certificate of insurance is required to establish that the Borough is protected against any loss up to the amount of the subsidy and naming the Borough as an additional insured until the deed restriction is removed.

Other Required Documents

Other legal documents and or resolutions that may be required by the Rumson Borough Committee and its legal counsel.

FUNDING AGREEMENT AND DEED COVENANT

Execution of a funding agreement and deed covenant is required for the closing of an accessory apartment subsidy. The form and content of the documents must be satisfactory to the Borough attorney. The documents will clearly specify the terms of the agreement and will include information about the appeals process.

A copy of the funding agreement and deed covenant shall be provided for the homeowner for review in advance of closing. The Administrative Agent shall advise the homeowner to have his or her attorney approve the documents before they are executed.

Before the signing of the instruments, the Administrative Agent shall explain the program noncompliance exceptions under which the homeowner would have to repay the subsidy.

At a mutually-agreed upon time, date, and place the homeowner and the Administrative Agent shall meet for the execution of the instruments. A Notary Public shall be present to witness the signing of these documents. CGP&H has several Notary Publics who are capable of presiding over the Loan Closing. If, due to social distancing requirements, physical attendance and witnessing is not practical, remote execution practices shall be implemented.

The signed funding agreement (as an attachment to a resolution by the Council) and deed covenant are to be recorded with the County Clerk by the Borough, with assistance from the Administrative Agent. All executed and recorded legal instruments shall be maintained by the Borough Clerk. The homeowner(s) shall be given copies of their fully executed documents. Copies of the funding agreement and deed covenant shall be maintained by the Administrative Agent and transferred to the Borough at the completion of the Borough's contractual relationship with the Administrative Agent.

Selecting a General Contractor and Implementing the Improvement Project
Property owners shall proceed to the unit renovation stage in the same way that a Homeowner would do any other major home improvement project. Following receipt of a notice to proceed from the Borough's Administrative Agent, Homeowner will hire and pay their own contractor(s) to complete the work. Upon satisfactory completion of the work which is defined by approval of all outstanding permits and a certificate of occupancy from the Borough, the Borough will then release full payment of the Borough's **previously agreed** to amount to the homeowner in one lump sum.

Upon completion of the work, the Program will only require proof of close out of all open municipal permits, a municipal certificate of approval, a complete release of all liens from **the contractor's Construction Agreement, a receipt in full covering all labor, materials and equipment** for which a lien could be filed; and the homeowner should confirm that the contractor has provided all applicable warranties for items installed and work completed.

Completion Schedule for Accessory Apartment

The homeowner and the Administrative Agent, with the advice of the Borough Construction Code Official, shall decide on a reasonable completion date for a project. However, all projects shall be completed within nine (9) months. Unforeseen causes of delay shall be communicated by the Homeowner to the Administrative Agent immediately. Projects not completed within this time frame without approval from the Administrative Agent may be subject to loss of funding award, as will elaborated within the Funding Agreement.

Standard Certification A Certificate of Occupancy issued by the municipal construction official at the time the contractor closes out the rehabilitation construction permits will confirm the scope of work has been completed and that the housing unit is now up to code.

The contractor is to provide the Certificate of Approval to the Administrative Agent when requesting the final inspection. The Case Manager will ensure that a copy of the Certificate of Approval is placed in the case file.

Record Documentation At construction completion, the Administrative Agent will forward the executed deed restriction to the Borough for recording. The Borough will immediately file the Funding Agreement and Deed Restriction with the County Clerk.

File Closing The Case Manager will close the homeowner's file after the final payment is made and the Funding Agreement and Deed Restriction is/are returned from the County with recorded date, book and page. A program letter will be sent to the Homeowner, congratulating them for completing this work, and kicking off marketing of the completed **rental unit in accordance with the Borough's AA Manual.**

MARKETING OF THE ACCESSORY APARTMENT PROGRAM

As necessary, the Administrative Agent will advertise the accessory apartment program within Rumson via the Borough's **website and through the distribution of fliers. Other** methods of advertising to existing homeowners, such as including flyers in tax bills or other official municipal mailings will also be utilized when appropriate. Each potential applicant will receive an application and a detailed description of the program. After initial advertising and after everyone has been assigned a random number, all subsequent applications will be processed on a first come, first served basis, and all accessory apartment marketing procedures will follow the same procedures that are outlined in Rumson's **Administrative Agent Manual.**

BUDGET

The funding for the program is will be allocated from the new construction expenditure line item in the adopted Spending Plan.

EXHIBIT I - Rumson Borough Accessory Apartment Ordinance

§ 22-6.9. Accessory Apartment Units. [Ord. 5/6/04, § 2; Ord. No. 18-006D § 2]

- a. General Requirements and Conditions. Accessory apartment units shall be permitted as a conditional use in the R-1 and R-2 Zone Districts, provided that the use and buildings shall adhere to the following minimum standards and conditions:
1. No more than one accessory apartment unit shall be permitted.
 2. The accessory apartment unit shall comply with all applicable statutes and regulations of the State of New Jersey in addition to all local building codes.
 3. An accessory apartment unit shall, for a period of at least 10 years from the date of the issuance of a Certificate of Occupancy, be rented only to a very low, low or moderate income qualified household as is defined by applicable Council on Affordable Housing ("COAH") and Uniform Housing Affordability Controls ("UHAC") regulations at the time of initial occupancy of the unit.
 4. Rents of accessory apartment units shall be affordable to very low, low and moderate income households as per applicable COAH and UHAC regulations, or by Court Order, and shall include a utility allowance.
 5. Rent increases shall be in accordance with COAH or Court approved percentages.
 6. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory unit is located running with the land and limiting its subsequent rental or sale within the requirements of paragraphs 2, 3, 4 and 5 above.
 7. Each accessory apartment unit shall have living/sleeping space, cooking facilities, a kitchen sink and complete sanitary facilities for the exclusive use of its occupants. It shall consist of no less than two rooms, one of which shall be a full bathroom.
 8. The accessory apartment unit shall have a separate door with direct access to the outdoors.

9. The potable water supply and sewage disposal system for the accessory apartment unit shall be adequate to service the unit.
 10. During the period in which affordability controls are in place, the accessory apartment unit shall be affirmatively marketed to the housing region in accordance with applicable COAH and UHAC regulations, as well as subsection 22-7.35, Affirmative Marketing of Affordable Housing Units.
 11. Accessory apartment units may be located in an existing accessory building so long as the existing building footprint of the building is maintained. Any additions to a principal or accessory building to accommodate an accessory unit shall conform to the setback requirements for principal buildings in the district.
 12. New freestanding accessory buildings containing accessory apartment units shall conform to the setback requirements for principal buildings in the district.
 13. Accessory apartment units are exempt from bedroom mix requirements in N.J.A.C. 5:93-7.3.
 14. To increase the viability of the Borough's accessory apartment program, and to help subsidize the physical creation of accessory apartment units, the Borough will increase the minimum \$10,000 per accessory apartment required by N.J.A.C. 5-93-5.9(a)(2) by providing \$25,000 for a moderate income accessory apartment unit, \$35,000 for a low income accessory apartment unit and \$50,000 for a very low income accessory apartment unit.
- b. Other Requirements.
1. All standards and requirements of the zone district, except as modified by this section, shall apply.
 2. The lot must contain a conforming principal dwelling except as otherwise permitted pursuant to subsection 22-7.3, Nonconforming Uses, Buildings and Structures.
 3. The total number of parking spaces required shall be met on site in compliance with RSIS for the principal dwelling and accessory apartment. The accessory apartment parking demand is calculated using the "Garden Apartment" classification. If parking for an accessory apartment is added, screening is required sufficient to minimize the visual impact

on abutters, such as evergreen or dense deciduous plantings, walls, fences, or a combination.

4. Exterior alterations are permitted provided they are in keeping with the architectural integrity of the structure, and the look, character and scale of the surrounding neighborhood as viewed from the street, including, but not limited to, the following considerations:
 - (a) The exterior finish material should be the same or visually consistent in type, size, and placement, as the exterior finish material of the remainder of the building;
 - (b) The roof pitch should be consistent with the predominant roof pitch of the remainder of the building;
 - (c) Trim should be consistent in type, size, and location as the trim used on the remainder of the building;
 - (d) Windows should be consistent with those of the remainder of the building in proportion and orientation;
 - (e) Exterior staircases should be designed to minimize visual intrusion and be complementary to the existing building.
- c. Administrative Entity. The Borough's designated Administrative Agent is the entity that will administer the Borough's accessory apartment program. The Administrative Agent shall administer the program in accordance with applicable COAH and UHAC regulations and pursuant to the following procedures and requirements:
 1. The administrative responsibilities of the Administrative Agent includes, but is not limited to, advertising, income qualifying prospective renters, setting rents and annual rental increases, maintaining a waiting list, distributing the subsidy, securing the securing certificates of occupancy, qualifying properties, handling application forms, filing deed restrictions and monitoring reports and affirmatively marketing the accessory unit program.
 2. Applicants for accessory apartment units shall submit required application forms and documentation directly to the Borough's Zoning Officer, who shall transmit application material to the Borough's Administrative Agent. The Borough's Administrative Agent shall only approve an application for an accessory apartment unit if the project is in conformance with applicable COAH and UHAC requirements,

the Borough's Zoning Ordinance and Development Regulations, any applicable Court orders or Court approved agreements, and this section. All approvals or denials shall be in writing with the reasons clearly stated.

3. In accordance with applicable COAH or UHAC requirements, the Borough shall subsidize the physical creation of a very low, low and moderate-income accessory apartment unit in accordance with current COAH and UHAC minimum requirements or such additional amount as determined necessary by the Borough or the Court to create either a low and moderate-income unit meeting COAH and UHAC requirements. Prior to the grant of such subsidy, the property owner shall enter into a written agreement with the Borough ensuring that; (1) the subsidy shall be used to create the accessory apartment unit; and (2) the unit shall meet the requirements of this Ordinance and all applicable COAH and UHAC regulations.
- d. Submission Requirements and Application Procedures. Applicants for the creation of an accessory apartment unit shall submit an application for a development permit and the required application information to the Borough's Zoning Officer, who shall submit a copy of the application to the Borough's Administrative Agent, the administrative entity for the program.
1. Applicants shall submit the same information required for an application for a single family dwelling, along with the following additional requirements:
 - (a) For an accessory apartment unit located within a principal building, a sketch of the floor plan(s) of the unit showing the location, size and relationship to both the accessory apartment unit and the primary dwelling unit in the building.
 - (b) For an accessory apartment unit located in an accessory building, the floor plan(s) of the accessory apartment unit and for all other rooms and building elements in the accessory building not used for residential purposes and their use (i.e. storage, garage, etc.).
 - (c) Elevations showing any new construction and modifications of any exterior building facades to which changes are proposed.

- (d) A site development sketch showing the location of the principal building and accessory buildings, all property lines, proposed additions if any, along with the minimum building setback line, the required parking spaces for both dwelling units, and any site conditions which might affect development.
- 2. The Zoning Officer shall process the application in accordance with normal procedures. The issuance of a development permit or any affirmative action by a municipal agency shall be preceded by or conditioned upon approval by the Borough's Administrative Agent pursuant to this section.
- e. Conversion of Existing Accessory Apartment Unit. Accessory apartment units created prior to the adoption of this subsection or without proper permits may be converted to a low and moderate-income accessory unit under the provisions of this section consistent with N.J.A.C. 5:93-5.9 of COAH's Prior Round regulations. All the requirements of this section and applicable COAH and UHAC regulations shall apply, except that the Borough shall not provide a subsidy unit.

Exhibit II - Accessory Apartment Funding Agreement

**Rumson Borough Accessory Apartment Program
PROPERTY OWNER APPLICATION**

APPLICANT INFORMATION:

Owner (Last Name First) _____ Co-Owner (Last Name First) _____

Street Address _____ City _____ State _____ Zip _____

(_____) _____
Phone _____ Email _____

PROPERTY INFORMATION:

Name of Owner(s) as it Appears on the Property's Title _____

Street Address (if different from above) _____ City _____ State _____ Zip _____

Block No. _____ Lot No. _____ (if known)

Circle the number of bedrooms contained within the primary dwelling unit: 1 2 3 4 5+

Circle the number of parking spaces at this address: 1 2 3 4+

Year the home was built: _____

Is there a Mortgage on the Property? Yes No

If yes, type of Mortgage FHA VA Conventional Other (define) _____

\$ _____ \$ _____ \$ _____
Original Mortgage Amount Approximate Present Balance Monthly Payment

Name and Address of Mortgagee _____

Are there any additional mortgages or liens on the property? Yes No

If yes, please attach information for each additional mortgage.

Circle Requested Income Level/Subsidy for Restriction:

Very-Low (\$50,000)

Low (\$35,000)

Moderate (\$25,000)

RELEASE AND CERTIFICATION:

I understand that the unit(s) must be continuously occupied by an income-eligible household for at least 10 years. The income eligibility for a household occupying the unit will be documented at the time of application by the Borough's Administrative Agent and upon subsequent re-leases of the unit. I further understand I am responsible to report immediately to the Administrative Agent, in writing, any changes in tenant occupancy. I understand that the more notice I give to Administrative Agent, the sooner the unit is likely to be re-leased. Additionally, annual increases in rent can be no greater than the percentage of increase determined by the Administrative Agent, using approved methodologies.

I hereby grant permission of entrance by appointment for the purpose of inspection of my property by authorized Municipal agents. I also understand that since inspection will be made as per my request, inspections are not to be considered a routine inspection, but are inspections only of items which need to be addressed prior to entering this program.

This is to certify that all statements made in this Application are true to the best of my knowledge. I make this statement willingly and with full knowledge of the penalties under federal and state laws should false information be given.

Signature of Applicant

Date

Signature of Co-Applicant

Date

ENCLOSURE CHECKLIST

The following eligibility documentation must be enclosed with your completed application:

- Copy** of proof of property taxes for the property to be assisted under the Accessory Apartment Program are paid and current.
- Copy** of proof that property mortgage, if any, is paid current on the property to be assisted under the Accessory Apartment Program.
- Copy** of the recorded Deed to the property to be assisted under the Accessory Apartment Program.
- Copy** of current homeowner's extended coverage/hazard insurance Declarations page (not the policy or receipt) for the property to be assisted under the Accessory Apartment Program.
- Copy** of proof of municipal utility account (water/sewer/trash) for the property to be assisted under the Accessory Apartment Program are paid and current, if applicable.

Please remember to provide *copies* of the requested items

Please send your completed application to the following address:

Ximena Calle, Senior Case Manager
Community Grants, Planning and Housing
1249 S. River Road, Suite 301
Cranbury, New Jersey 08512, OR
E-mail package to: Ximena@cgph.net

7.B. Overlay Ordinances

**AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND
CHAPTER XXII “DEVELOPMENT REGULATIONS”, TO CREATE THE FAITH
INSTITUTION INCLUSIONARY OVERLAY DISTRICT (FIIO)**

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth and State of New Jersey that Chapter XXII (Development Regulations) of the Code of the Borough of Rumson is hereby amended or supplemented as follows:

PURPOSE

The purpose of this Ordinance is to Amend *Chapter XXII* of the *Development Regulations* to add Section 22-5 (Zoning District Regulations) Subsection 22-5.16 Faith Institution Inclusionary Overlay District (FIIO) as an additional overlay district.

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the Land Development Ordinance is made, the standards of the Development Regulations shall apply:

SECTION 1

That Chapter XXII, Development Regulations, Section 22-5 (Zoning District Regulations) Subsection 22-5.16 (Faith Institution Inclusionary Overlay District (FIIO)) shall be added as follows:

22-5.16 Faith Institution Inclusionary Overlay District (FIIO)

- a. Purpose: The Borough adopts this ordinance to advance the following objectives:
 - 1. To find ways for a developed community to balance “legitimate zoning and planning objectives” with the need and constitutional obligation to provide affordable housing.
 - 2. To attempt to channel affordable housing in the areas of the Borough that are best suited to accommodate affordable housing.
 - 3. To address its affordable housing unmet need obligation, the Borough shall implement a Residential Overlay Inclusionary Zone Ordinance that creates a realistic opportunity for housing in the Borough that is affordable to very low, low- and moderate-income households. This Ordinance establishes the Faith Institution Inclusionary Overlay District (FIIO), and permits the creation of multi-family housing within the underlying zoning districts provided that such housing complies with a required inclusionary set-aside requirement and with the requirements of this ordinance.
- b. Location. The Faith Institution Inclusionary Overlay District (FIIO) is applicable to:
 - 1. Holy Cross Church (Block 104, Lot 1.01)
 - 2. First Presbyterian Church (Block 10, Lot 6)
 - 3. Congregation B’Nai Israel (Block 81, Lot 6)
- c. Permitted uses. The following uses shall be permitted in the Faith Institution Inclusionary Overlay District (FIIO):
 - 1. Multi-family housing including townhouses, duplexes, triplexes and quads.
- d. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the FIIO District provided they are located on the same premises as the principal use or structure to which they are accessory and are located in the rear yard:
 - 1. Accessory uses on the same lot with and customarily incidental to, any of the above permitted uses.
 - 2. Surface parking area and garages.

3. Swimming pools, clubhouses, child play areas, tennis courts, and basketball courts.

e. Development Standards

1. Minimum lot size: 1 acre
2. Maximum density: 6 du/acre for Block 104, Lot 1.01 and Block 81, Lot 6
8 du/acre for Block 10, Lot 6
 - a. Calculations resulting in a partial unit shall be rounded down to the next whole number.
3. Maximum height: 2 ½ stories or 35 feet
4. Units shall be provided within a primary structure(s) with the front façade facing the public-right-of way.
5. Minimum front yard setback shall not be less than the prevailing setback of dwellings within 200 feet along the street right-of-way.
6. 90% of required parking shall be provided within an enclosed garage;
7. Parking not located within an enclosed garage shall be fully screened with a four (4) foot wall.
8. Garages shall not face the public right-of-way without an intervening building between the garage and the public right-of-way.
9. Front-loaded townhouses are prohibited.
10. Maximum building coverage and lot coverage shall be in compliance with Schedule 5.4 AHO. FAR requirements shall not apply to inclusionary development in the overlay zoning district.
11. Maximum dwelling units in one building shall not exceed eight (8).
12. A minimum 40-foot vegetated buffer shall be provided adjacent to the side and rear lot lines in accordance with subsection 22-8.4e.
13. Open spaces shall include at a minimum central open space for passive and active uses. Stormwater facilities shall not impede function of open space.
14. Lighting for parking areas and driveways shall not exceed twelve (12) feet in height.
15. Refuse disposal shall be contained within the buildings. No outside refuse disposal area is permitted.
16. Building Design.
 - a. The primary building(s) shall be designed to present as a single-family residential structure that contains a consistent façade in terms of architectural style and materials throughout the entire building.
 - b. The second-floor habitable area shall not exceed 90% of the first-floor area.
 - c. The third-floor area habitable shall not exceed 30% of the second-floor.
 - d. Buildings shall be required to incorporate high-quality architectural features that are characteristic of and complimentary to significant buildings reflecting the traditional architecture in the R-1, R-2 and R-4 zoning districts. The applicant for any development shall demonstrate such design by providing examples of and comparisons with existing high-quality architecturally significant buildings.

- e. If more than one primary structure is proposed, the architecture of each primary structure shall be compatible but different from one another in terms of style, materials or layout.
 - f. All HVAC and mechanical equipment shall be adequately screened from view.
17. Affordable Housing.
- a. Project will deliver an on-site affordable housing set-aside of twenty percent (20%). Affordable units in said projects must be affordable to very low, low- and moderate-income households in accordance with the Borough's Affordable Housing Ordinance, the Borough's Housing Element and Fair Share Plan, any applicable Order of the Court (including a Judgment of Compliance and Repose Order), the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and applicable New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq. If there are multiple dwelling units within each building, then the affordable units shall be evenly dispersed with market-rate units in each building. Affordable units shall have equal access to all amenities and recreational areas available to market-rate units.
 - b. When any calculation of the percentage of affordable units required to be provided results in a fractional unit of $\frac{1}{2}$ or more, the fraction shall be rounded up to the next whole number. When a calculation results in a fraction of less than $\frac{1}{2}$, the fraction shall be rounded down to the previous whole unit.
 - c. Any fractional affordable housing requirement that is less than $\frac{1}{2}$ and rounded down shall be addressed by either the developer providing the affordable unit or by making a payment in lieu of on-site construction of affordable housing, which shall be placed in the Affordable Housing Trust Fund. The amount of the payment shall be consistent with COAH regulations and shall be negotiated with the Borough based on consideration of the anticipated cost of providing affordable housing units. For purposes of this chapter, the payment in lieu of affordable housing shall initially be established as \$350,000 multiplied by the fractional affordable housing requirement as calculated to two decimal points. The payment in lieu of affordable housing is presumptively the cost to construct an affordable housing unit in the Borough. The Planning Board or Zoning Board, as appropriate, may adjust from time to time the presumptive amount based upon the appropriate evidence.
 - d. Said affordable housing shall include standards for the split between very low, low and moderate income housing providing a minimum of thirteen percent (13%) of the affordable units within each bedroom distribution as very low-income units at thirty percent (30%) of the median income, thirty-seven percent (37%) of the affordable units within each bedroom distribution as low-income units, with the fifty percent (50%) balance of units within each bedroom distribution allowed to be moderate-income units. Said affordable housing will also comply with bedroom distribution requirements, pricing and rent of units, affirmative marketing, 30-year minimum affordability controls set by deed restriction in accordance with UHAC and the Borough's Affordable Housing Ordinance, and construction phasing with the market rate units developed on the tract as is required by N.J.A.C. 5:93-5.6(d).
 - e. The Borough designated Affordable Housing Administrative Agent, or a qualified Administrative Agent selected by the Developer, shall be responsible to affirmatively market, administer and certify the occupant of each on-site or off-site affordable unit, with all administrative costs to be paid by the Developer.

SECTION 2

All Ordinances or parts of Ordinances inconsistent with this Ordinance if held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this Ordinance.

SECTION 3

The Borough Clerk is hereby directed, upon adopt of the Ordinance after public hearing thereon, to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Monmouth County Planning Board as required by N.J.S.40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Borough Tax Assessor as required by N.J.S.40:49-2.1.

SECTION 4

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

Introduced: November 17, 2020.

Passed and Approved: December 15, 2020.

I hereby approve of the
passing of this ordinance.



Joseph K. Hemphill
Mayor

Attest:



Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

20-013 D

AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF RUMSON BY AMENDING CHAPTER XXII, DEVELOPMENT REGULATIONS, AMENDING THE REQUIREMENTS FOR THE MIXED-USE AND MULTI-FAMILY OVERLAY OPTION IN THE GB, NB AND POB ZONE DISTRICTS IN THE BOROUGH OF RUMSON

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth, that it does hereby supplement and amend Chapter XXII of the Code of the Borough of Rumson as follows:

PURPOSE

The purpose of this Ordinance is to replace regulations and standards governing the development of mixed-use and multi-family housing developments, which will include a required on-site affordable housing component, in the Borough's GB, NB and POB Zones. The ordinance is designed to regulate said mixed-use and multi-family housing developments in a manner consistent with Borough's Affordable Housing Ordinance, the Borough's Housing Element and Fair Share Plan, any applicable Order of the Court (including a Judgment of Compliance and Repose Order), the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and applicable New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq.

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the Land Development Ordinance is made, the standards of the Development Regulations shall apply:

SECTION 1

That Chapter XXII, Development Regulations, Section 22-5 (Zoning District Regulations) Subsection 22-5.15 Mixed-Use Overlay Zone of the code of the Borough of Rumson shall be amended as follows:

22-5.15 Mixed-Use and Multi-Family Overlay Zone

- a. Purpose. The Mixed-Use Overlay Zone is intended to promote development that supports, and is consistent with, the commercial development pattern in the underlying district, and to accommodate multi-family housing in a location that can address the housing needs and preferences of market rate and affordable households, and which also supports the underlying district.
- b. Location. The Mixed Use Overlay Zone is a mixed-use overlay option in the Borough's GB (General Business), NB (Neighborhood Business), POB (Professional Office Business) Zones and in the R-5 zone Block 3 Lots 1.01, 3, 4, 5, 6, 7 and Block 4 Lots 1, 2, 3, 4.01, 4.02, 6, 7, 8.01, 9.01. Within the overlay zone district, the development of a new mixed-use development, with a required on-site affordable housing component, or the conversion of an existing non-residential use to a mixed-use development, with a required on-site affordable housing component, is permitted as an option to the uses otherwise permitted in the GB, NB, POB Zones or specified lots in the R-5 Zone.
- c. Permitted uses. The following uses shall be permitted in the Mixed-Use Overlay District:
 1. All uses permitted in the underlying zone;
 2. Mixed-use development including inclusionary ~~inclusionary~~ multi-family residential units provided:
 - i. The minimum affordable housing set-aside is met;

- ii. All affordable housing units produced comply with the Borough's Affordable Housing Ordinance.

3. Inclusionary multi-family dwellings provided:

- i. The minimum affordable housing set-aside is met;
- ii. All affordable housing units produced comply with the Borough's Affordable Housing Ordinance.

- d. General Requirements and Conditions. Mixed-use multi-family residential units shall be permitted in the Mixed-Use Overlay Zone, provided that the use and building shall adhere to the following minimum standards and conditions:

1. All standards and requirements in the underlying GB, NB and POB Zones (subsections 22-5.10, 5.11 and 5.12) shall be met, except as otherwise modified by this section.
2. Height: Mixed-use buildings constructed will not be higher than the maximum building height for the applicable zoning district. and multi-family buildings shall not exceed 3-stories or 35 feet provided:
 - i. The third story is setback a minimum of 10 feet from any facade facing a public right-of-way or is adjacent to a single-family residence of the building;
 - ii. Rooftop appurtenances including architectural features such as spires, cupolas, domes, and belfries, are permitted to exceed the listed maximum height, as long as they are uninhabited, their highest points are no more than 15 feet above the maximum overall height of the building, and as long as the total area enclosed by the outer edges of the appurtenances, measured at the maximum overall height of the building, does not exceed 15 percent of the total horizontal roof area of the building.
 - iii. Stairs and elevator penthouses that project above the maximum overall height of the building shall count toward the 15 percent allowance. Equipment screens which project above the maximum overall height of the building shall also count toward the above 15 percent allowance.
 - iv. Mechanical equipment shall be set back from all building facades by at least 10 feet and screened.
 - v. Parapet walls are permitted up to five feet in height, as measured from the maximum height limit, or finished level of roof. A guardrail with a surface of at least 70 percent open or with opacity of not more than 30 percent (as viewed in elevation) shall be permitted above a parapet wall or within two feet of a parapet wall, provided that such guardrail is not more than four feet in height. Such restriction on guardrail height shall not apply when located beyond two feet from a parapet wall, in which case the guardrail shall be exempt from parapet height requirements.
3. Density: If a mixed-use project is being constructed with residential units, the maximum density for residential uses shall be ten (10) dwelling units per acre. The maximum density for a multi-family development shall not exceed twelve (12) dwelling units per acre.
4. Affordable Housing Set-Aside: For projects less than three total units, the developer will be responsible for paying a residential development fee under the Borough's Development Fee Ordinance for each unit created. For projects that are 3, 4 or 5 total units, the developer will ensure that at least one affordable unit is delivered on-site. For projects of five or more units, such projects will deliver an on-site affordable housing set-aside of fifteen percent (15%) for rental projects; twenty percent (20%) for for-sale projects. Affordable units in said projects must be affordable to very low, low- and moderate-income households in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq. If there are multiple dwelling units

within each building, then the affordable units shall be evenly dispersed with market-rate units in each building. Affordable units shall have equal access to all amenities and recreational areas available to market-rate units.

5. Income Distribution of Affordable Units: The income distribution for the affordable units in each project shall be as follows: no more than fifty percent (50%) within each bedroom distribution may be moderate income units, at least thirty-seven percent (37%) within each bedroom distribution shall be low income units and at least thirteen percent (13%) within each bedroom distribution shall be very low income units.
6. Parking: On-site parking must be provided for all uses on site in accordance with Borough standards or if applicable, in accordance with RSIS standards.
7. Affirmative Marketing of Affordable Units: The affordable units must be affirmatively marketed to the housing region in accordance with COAH's regulations and subsection 22:7.35, Affirmative Marketing of Affordable Housing Units.
8. Affordable Housing Ordinance Requirements: The provisions of Chapter 23 subsection 22-7.36, Affordable Housing Developments, shall apply to mixed-use and multi-family affordable housing developments, including, but not limited to, the UHAC required bedroom mix: At least twenty percent (20%) of the affordable units in each project shall be three bedroom units; at least, but not more than, twenty percent (20%) of the affordable units in each project shall be efficiency and one bedroom units; at least thirty percent (30%) of the affordable units in each project shall be two bedroom units; the balance may be two or three-bedroom units, at the discretion of the developer.
 - a. When any calculation of the percentage of affordable units required to be provided results in a fractional unit of ½ or more, the fraction shall be rounded up to the next whole number. When a calculation results in a fraction of less than ½, the fraction shall be rounded down to the previous whole unit.
 - b. Any fractional affordable housing requirement shall be addressed by a payment in lieu of on-site construction of affordable housing, which shall be placed in the Affordable Housing Trust Fund. The amount of the payment shall be consistent with COAH regulations and shall be negotiated with the Borough based on consideration of the anticipated cost of providing affordable housing units. For purposes of this chapter, the payment in lieu of affordable housing shall initially be established as \$350,000 multiplied by the fractional affordable housing requirement as calculated to two decimal points. The payment in lieu of affordable housing is presumptively the cost to construct an affordable unit in the Borough. The Planning Board or Zoning Board, as appropriate, may adjust from time to time the presumptive amount based upon the appropriate evidence.
9. Deed Restriction of Affordable Units: The developer shall have an obligation to deed restrict the affordable units in any project as very low, low or moderate income affordable units for a period of at least thirty (30) years, until such time and under such conditions as the Borough takes action to release the deed restriction, so that the Borough may count the affordable units against its affordable housing obligation.
10. Bulk Requirements:
 - i. Townhouse minimum lot size: 2,000 square feet
 - ii. A maximum of six (6) townhouses is permitted per building.
 - iii. Maximum building coverage and lot coverage shall comply with Schedule 5.5 AHO.
11. Design Standards:

- i. Townhouse units shall be rear-loaded. Townhouses shall provide on-site parking by an enclosed garage located in the back yard with access from a lane. Parking may occur within the driveway leading to the garage, in which case said garage shall be set back no less than 18 feet and no more than 22 feet from the right-of-way of the rear lane to accommodate a car without projecting into the right-of-way.:
- ii. Parking shall not be visible from the public right-of-way associated with a front or side yard;
- iii. Buildings shall be oriented, with one or more building entrances, toward the public street to which the build-to-line is measured.
- iv. Reverse frontage lots are prohibited.
- v. Stormwater detention areas shall not be located between a building and a publicly accessible area.
- vi. Trash and recycling disposal and pick-up facilities shall not be visible from a publicly accessible area.

12. Building Design Standards:

- i. As a general rule, buildings shall reflect a continuity of treatment obtained by maintaining the building scale or by subtly graduating changes; by maintaining front yard setbacks at the build-to-line; by maintaining base courses; by use of front porches on residential buildings; by maintaining cornice lines in buildings of the same height; by extending horizontal lines of fenestration; and by echoing architectural styles and details, design themes, building materials, and colors historically used in Rumson Borough.
- ii. The second-floor habitable area shall not exceed 90% of the first-floor area.
- iii. The third-floor habitable area shall not exceed 30% of the second-floor area
- iv. Facades shall be expressed as building modules that do not exceed 30 feet in width.
- v. Building facades facing a publicly accessible area shall be articulated into three distinct vertical components — a “base”, a “middle”, and a “top.”
 - 1. The base should consist of the first story. The base design shall be emphasized to create visual interest and support pedestrian activity.
 - 2. The middle should consist of all or a portion of the upper stories. The middle shall be differentiated from the base and the top by a horizontal transition line. The transition line’s specific location shall be determined primarily by the overall height of the building and that of any adjacent buildings. The transition line shall relate to adjacent building if the adjacent buildings are lower than the proposed building. A change of material and/or color from the base is an acceptable way to distinguish the middle portion of the building.
 - 3. The top may consist of the top story or may consist of a horizontal or projecting element articulating the top of the building.

e. Administrative Entity.

- 1. The Borough has designated an Administrative Agent appointed by the Mayor and Council to administer the affordable units created in accordance with the Borough’s Mixed-Use Affordable Housing Overlay Zone. The administrative responsibilities of the Borough’s Administrative Agent include, but are not limited to, advertising, income qualifying prospective renters, setting rents and annual rental increases, maintaining a waiting list, distributing the subsidy, securing certificates of occupancy, qualifying properties, handling application forms, filing deed restrictions and monitoring reports and affirmatively marketing the accessory unit program. The Borough’s Administrative Agent shall administer the program in accordance with COAH’s regulations and the

subsection 22-7.35, Affirmative Marketing of Affordable Housing Units, and subsection 22-7.36, Affordable Housing Developments. The Developer is responsible for all costs of the Borough's Administrative Agent regarding the developer's particular project.

2. The Borough retains jurisdiction on all other approvals required by this Chapter, including, but not limited to, development permits and variances, subdivision or site plan approvals.
- f. **Change in Use.** Any change in use effecting an approved mixed-use affordable housing development shall be subject to site plan approval by the Borough, except as otherwise exempted from site plan approval by this chapter. The conversion of a non-affordable residential unit to an affordable unit shall be permitted, subject only to administrative support by the Borough's Administrative Agent.
- g. **Affordable Housing.**
 1. Project will deliver an on-site affordable housing set-aside of twenty percent (20%). Affordable units in said projects must be affordable to very low, low- and moderate-income households in accordance with Borough's Affordable Housing Ordinance, the Borough's Housing Element and Fair Share Plan, any applicable Order of the Court (including a Judgment of Compliance and Repose Order), the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and applicable New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq. If there are multiple dwelling units within each building, then the affordable units shall be evenly dispersed with market-rate units in each building. Affordable units shall have equal access to all amenities and recreational areas available to market-rate units.
 2. When any calculation of the percentage of affordable units required to be provided results in a fractional unit of ½ or more, the fraction shall be rounded up to the next whole number. When a calculation results in a fraction of less than ½, the fraction shall be rounded down to the previous whole unit.
 3. Any fractional affordable housing requirement that is less than 1/2 and rounded down shall be addressed by either the developer providing the affordable unit or by making a payment in lieu of on-site construction of affordable housing, which shall be placed in the Affordable Housing Trust Fund. The amount of the payment shall be consistent with COAH regulations and shall be negotiated with the Borough based on consideration of the anticipated cost of providing affordable housing units. For purposes of this chapter, the payment in lieu of affordable housing shall initially be established as \$350,000 multiplied by the fractional affordable housing requirement as calculated to two decimal points. The payment in lieu of affordable housing is presumptively the cost to construct an affordable housing unit in the Borough. The Planning Board or Zoning Board, as appropriate, may adjust from time to time the presumptive amount based upon the appropriate evidence.
 4. Said affordable housing shall include standards for the split between very low, low and moderate income housing providing a minimum of thirteen percent (13%) of the affordable units within each bedroom distribution as very low-income units at thirty percent (30%) of the median income, thirty-seven percent (37%) of the affordable units within each bedroom distribution as low-income units, with the fifty percent (50%) balance of units within each bedroom distribution allowed to be moderate-income units. Said affordable housing will also comply with bedroom distribution requirements, pricing and rent of units, affirmative marketing, 30-year minimum affordability controls set by deed restriction in accordance with UHAC and the Borough's Affordable Housing Ordinance, and construction phasing with the market rate units developed on the tract as is required by N.J.A.C. 5:93-5.6(d).

SECTION 2

All Ordinances or parts of Ordinances inconsistent with this Ordinance if held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this Ordinance.

SECTION 3

The Borough Clerk is hereby directed, upon adopt of the Ordinance after public hearing thereon, to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Monmouth County Planning Board as required by N.J.S.40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Borough Tax Assessor as required by N.J.S.40:49-2.1.

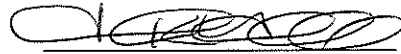
SECTION 4

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

Introduced: November 17, 2020.

Passed and Approved: December 15, 2020.

I hereby approve of the passing of this ordinance.



Joseph K. Hemphill
Mayor

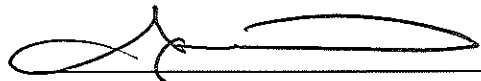
Attest:



Thomas S. Rogers
Borough Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

20-010 D

**AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND
CHAPTER XXII “DEVELOPMENT REGULATIONS”, TO CREATE THE
RESIDENTIAL OVERLAY INCLUSIONARY DISTRICT - 2 (ROI-2)**

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth and State of New Jersey that Chapter XXII (Development Regulations) of the Code of the Borough of Rumson is hereby amended or supplemented as follows:

PURPOSE

The purpose of this Ordinance is to Amend *Chapter XXII* of the *Development Regulations* to add Section 22-5 (Zoning District Regulations) Subsection 22-5.17 Residential Overlay Inclusionary District 2 (ROI-2) as an additional overlay district.

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the Land Development Ordinance is made, the standards of the Development Regulations shall apply:

SECTION 1

That Chapter XXII, Development Regulations, Section 22-5 (Zoning District Regulations) Subsection 22-5.17 (Residential Overlay Inclusionary District 2 (ROI-2) shall be added as follows:

22-5.17 Residential Overlay Inclusionary-2 Zone

a. Purpose: The Borough adopts this ordinance to advance the following objectives:

1. To find ways for a developed community to balance “legitimate zoning and planning objectives” with the need and constitutional obligation to provide affordable housing.
2. To attempt to channel affordable housing in the areas of the Borough that are best suited to accommodate affordable housing.
3. To address its affordable housing unmet need obligation, the Borough shall implement a Residential Overlay Inclusionary Zone Ordinance that creates a realistic opportunity for housing in the Borough that is affordable to very low, low- and moderate-income households. This Ordinance establishes the Residential Overlay Inclusionary 2 Zone, and permits the creation of multi-family housing within the ROI-2 Residential Zone provided that such housing complies with a required inclusionary set-aside requirement and with the requirements of this ordinance.

b. Location. The Residential Overlay Inclusionary 2 District is applicable to Blocks/Lots in the R-2 Residential Zone as follows: Block 95 Lots 1.01, 1.03, 2, 5, 6 and 9, and Block 104 Lot 2.

c. Permitted uses. The following uses shall be permitted in the Residential Overlay Inclusionary 2 District:

1. Multi-family housing including townhouses, duplexes, triplexes and quads.

d. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the ROI 2 District provided they are located on the same premises as the principal use or structure to which they are accessory and are located in the rear yard:

1. Accessory uses on the same lot with and customarily incidental to, any of the above permitted uses.
2. Surface parking area and garages.
3. Swimming pools, clubhouses, child play areas, tennis courts, and basketball courts.

e. Development Standards

1. Minimum lot size: 3 acres

2. Maximum density:
 - a. 3 du/acre provided the affordable housing set-aside shall equal that which is required if a density of 6 dwelling units per acre is applied provided the Borough provides a financial subsidy to build the additional affordable housing units beyond those provided by the developer at a density of 3 dwelling units per acre but required to meet the set-aside associated with a 6 dwelling units per acre density.
 - b. 6 du/acre provided the Borough does not provide a financial subsidy to aid in providing a set-aside equal to that which is required in Section 25-5.17 (e.2.a) above.
 - c. Calculations resulting in a partial unit shall be rounded down to the next whole number.
3. Units shall be provided within a primary structure(s) with the front façade facing the public-right-of way.
4. Minimum front yard setback shall not be less than the prevailing setback of dwellings within 200 feet to either side along the street right-of-way.
5. 90% of required parking shall be provided within an enclosed garage;
6. Parking not located within an enclosed garage shall be fully screened with a four (4) foot wall.
7. Garages shall not face the public right-of-way without an intervening building between the garage and the public right-of-way.
8. Front-loaded townhouses are prohibited.
9. Maximum building coverage and lot coverage shall be in compliance with Schedule 5.4 AHO. FAR requirement shall not apply to inclusionary development in the overlay zoning district.
10. Maximum dwelling units in one building shall not exceed eight (8).
11. A minimum 40-foot vegetated buffer shall be provided adjacent to the side and rear lot lines in accordance with subsection 22-8.4e.
12. Open spaces shall include at a minimum central open space for passive and active uses. Stormwater facilities shall not impede function of open space.
13. Lighting for parking areas and driveways shall not exceed twelve (12) feet in height.
14. Refuse disposal shall be contained within the buildings. No outside refuse disposal area is permitted.
15. Building Design.
 - a. The primary building(s) shall be designed to present as a single-family residential structure that contains a consistent façade in terms of architectural style and materials throughout the entire building.
 - b. The second-floor habitable area shall not exceed 90% of the first-floor area.
 - c. The third-floor habitable area shall not exceed 30% of the second-floor area.
 - d. Buildings shall be required to incorporate high-quality architectural features that are characteristic of and complimentary to significant buildings reflecting the traditional architecture in the R-2 zoning district. The applicant for any

development shall demonstrate such design by providing examples of and comparisons with existing high-quality architecturally significant buildings.

- e. If more than one primary structure is proposed, the architecture of each primary structure shall be compatible but different from one another in terms of style, materials or layout.
- f. All HVAC and mechanical equipment shall be adequately screened from view.

16. Affordable Housing.

- a. The project shall have a set-aside of twenty percent (20%) for affordable housing. Affordable units in said projects must be affordable to very low, low- and moderate-income households in accordance with Borough's Affordable Housing Ordinance, the Borough's Housing Element and Fair Share Plan, any applicable Order of the Court (including a Judgment of Compliance and Repose Order), the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and applicable New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq. If there are multiple dwelling units within each building, then the affordable units shall be evenly dispersed with market-rate units in each building. Affordable units shall have equal access to all amenities and recreational areas available to market-rate units.
- b. When any calculation of the percentage of affordable units required to be provided results in a fractional unit of $\frac{1}{2}$ or more, the fraction shall be rounded up to the next whole number. When a calculation results in a fraction of less than $\frac{1}{2}$, the fraction shall be rounded down to the previous whole unit.
- c. Any fractional affordable housing requirement that is less than $\frac{1}{2}$ and rounded down shall be addressed by either the developer providing the affordable unit or by making a payment in lieu of on-site construction of affordable housing, which shall be placed in the Affordable Housing Trust Fund. The amount of the payment shall be consistent with COAH regulations and shall be negotiated with the Borough based on consideration of the anticipated cost of providing affordable housing units. For purposes of this chapter, the payment in lieu of affordable housing shall initially be established as \$350,000 multiplied by the fractional affordable housing requirement as calculated to two decimal points. The payment in lieu of affordable housing is presumptively the cost to construct an affordable unit in the Borough. The Planning Board or Zoning Board, as appropriate, may adjust from time to time the presumptive amount based upon the appropriate evidence.
- d. Said affordable housing shall include standards for the split between very low, low and moderate income housing providing a minimum of thirteen percent (13%) of the affordable units within each bedroom distribution as very low-income units at thirty percent (30%) of the median income, thirty-seven percent (37%) of the affordable units within each bedroom distribution as low-income units, with the fifty percent (50%) balance of units within each bedroom distribution allowed to be moderate-income units. Said affordable housing will also comply with bedroom distribution requirements, pricing and rent of units, affirmative marketing, 30-year minimum affordability controls set by deed restriction in accordance with UHAC and the Borough's Affordable Housing Ordinance, and construction phasing with the market rate units developed on the tract as is required by N.J.A.C. 5:93-5.6(d).
- e. The Borough designated Affordable Housing Administrative Agent, or a qualified Administrative Agent selected by the Developer, shall be responsible to affirmatively market, administer and certify the occupant of each on-site or off-site affordable unit, with all administrative costs to be paid by the Developer.

SECTION 2

All Ordinances or parts of Ordinances inconsistent with this Ordinance if held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this Ordinance.

SECTION 3

The Borough Clerk is hereby directed, upon adopt of the Ordinance after public hearing thereon, to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Monmouth County Planning Board as required by N.J.S.40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Borough Tax Assessor as required by N.J.S.40:49-2.1.

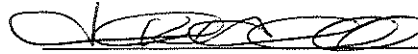
SECTION 4

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

Introduced: November 17, 2020.

Passed and Approved: December 15, 2020.

I hereby approve of the passing of this ordinance.



Joseph K. Hemphill
Mayor

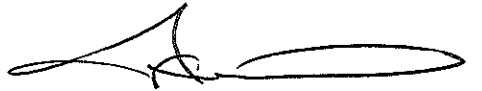
Attest:



Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

20-011 D

AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND CHAPTER XXII “DEVELOPMENT REGULATIONS”, TO CREATE THE RESIDENTIAL OVERLAY INCLUSIONARY DISTRICT - 4 (ROI-4)

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth and State of New Jersey that Chapter XXII (Development Regulations) of the Code of the Borough of Rumson is hereby amended or supplemented as follows:

PURPOSE

The purpose of this Ordinance is to Amend *Chapter XXII* of the *Development Regulations* to add Section 22-5 (Zoning District Regulations) Subsection 22-5.18 Residential Overlay Inclusionary District-4 (ROI-4) as an additional overlay district.

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the Land Development Ordinance is made, the standards of the Development Regulations shall apply:

SECTION 1

That Chapter XXII, Development Regulations, Section 22-5 (Zoning District Regulations) Subsection 22-5.18 Residential Overlay Inclusionary District-4 (ROI-4) shall be added as follows:

22-5.18 Residential Overlay Inclusionary-4 Zone

a. Purpose: The Borough adopts this ordinance to advance the following objectives:

1. To find ways for a developed community to balance “legitimate zoning and planning objectives” with the need and constitutional obligation to provide affordable housing.
2. To attempt to channel affordable housing in the areas of the Borough that are best suited to accommodate affordable housing.
3. To address its affordable housing unmet need obligation, the Borough shall implement a Residential Overlay Inclusionary Zone Ordinance that creates a realistic opportunity for housing in the Borough that is affordable to very low, low- and moderate-income households. This Ordinance establishes the Residential Overlay Inclusionary 4 (ROI-4) Zone, and permits the creation of multi-family housing within the ROI-4 Residential Zone provided that such housing complies with a required inclusionary set-aside requirement and with the requirements of this ordinance.

b. Location. The Residential Overlay Inclusionary 4 District is applicable to Blocks/Lots in the R-4 Residential Zone as follows: Block 100, Lots 11, 16 and 17.

c. Permitted uses. The following uses shall be permitted in the Residential Overlay Inclusionary 4 District:

1. Multi-family housing including townhouses, duplexes, triplexes and quads.

d. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the ROI-4 District provided they are located on the same premises as the principal use or structure to which they are accessory and are located in the rear yard:

1. Accessory uses on the same lot with and customarily incidental to, any of the above permitted uses.
2. Surface parking area and garages.
3. Swimming pools, clubhouses, child play areas, tennis courts, and basketball courts.

e. Development Standards

1. Minimum lot size: 1 acre

2. Maximum density: 8 du/acre
 - a. Calculations resulting in a partial unit shall be rounded down to the next whole number.
3. Units shall be provided within a primary structure(s) with the front façade facing the public-right-of way.
4. Minimum front yard setback shall not be less than the prevailing setback of dwellings within 200 feet to either side along the street right-of-way.
5. 90% of required parking shall be provided within an enclosed garage;
6. Parking not located within an enclosed garage shall be fully screened with a four (4) foot wall.
7. Garages shall not face the public right-of-way without an intervening building between the garage and the public right-of-way.
8. Front-loaded townhouses are prohibited.
9. Maximum building coverage and lot coverage shall be in compliance with Schedule 5.4 AHO. FAR requirements shall not apply to inclusionary development in the overlay zoning district.
10. Maximum dwelling units in one building shall not exceed eight (8).
11. A minimum 40-foot vegetated buffer shall be provided adjacent to the side and rear lot lines in accordance with subsection 22-8.4e.
12. Open spaces shall include at a minimum central open space for passive and active uses. Stormwater facilities shall not impede function of open space.
13. Lighting for parking areas and driveways shall not exceed twelve (12) feet in height.
14. Refuse disposal shall be contained within the buildings. No outside refuse disposal area is permitted.
15. Building Design.
 - a. The primary building(s) shall be designed to present as a single-family residential structure that contains a consistent façade in terms of architectural style and materials throughout the entire building.
 - b. The second-floor habitable area shall not exceed 90% of the first-floor area.
 - c. The third-floor habitable area shall not exceed 30% of the second-floor area.
 - d. Buildings shall be required to incorporate high-quality architectural features that are characteristic of and complimentary to significant buildings reflecting the traditional architecture in the R-4 zoning district. The applicant for any development shall demonstrate such design by providing examples of and comparisons with existing high-quality architecturally significant buildings.
 - e. If more than one primary structure is proposed, the architecture of each primary structure shall be compatible but different from one another in terms of style, materials or layout.
 - f. All HVAC and mechanical equipment shall be adequately screened from view.

16. Affordable Housing.

- a. Project will deliver an on-site affordable housing set-aside of twenty percent (20%). Affordable units in said projects must be affordable to very low, low- and moderate-income households in accordance with Borough's Affordable Housing Ordinance, the Borough's Housing Element and Fair Share Plan, any applicable Order of the Court (including a Judgment of Compliance and Repose Order), the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and applicable New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq. If there are multiple dwelling units within each building, then the affordable units shall be evenly dispersed with market-rate units in each building. Affordable units shall have equal access to all amenities and recreational areas available to market-rate units.
- b. When any calculation of the percentage of affordable units required to be provided results in a fractional unit of ½ or more, the fraction shall be rounded up to the next whole number. When a calculation results in a fraction of less than ½, the fraction shall be rounded down to the previous whole unit.
- c. Any fractional affordable housing requirement that is less than 1/2 and rounded down shall be addressed by either the developer providing the affordable unit or by making a payment in lieu of on-site construction of affordable housing, which shall be placed in the Affordable Housing Trust Fund. The amount of the payment shall be consistent with COAH regulations and shall be negotiated with the Borough based on consideration of the anticipated cost of providing affordable housing units. For purposes of this chapter, the payment in lieu of affordable housing shall initially be established as \$350,000 multiplied by the fractional affordable housing requirement as calculated to two decimal points. The payment in lieu of affordable housing is presumptively the cost to construct an affordable unit in the Borough. The Planning Board or Zoning Board, as appropriate, may adjust from time to time the presumptive amount based upon the appropriate evidence.
- d. Said affordable housing shall include standards for the split between very low, low and moderate income housing providing a minimum of thirteen percent (13%) of the affordable units within each bedroom distribution as very low-income units at thirty percent (30%) of the median income, thirty-seven percent (37%) of the affordable units within each bedroom distribution as low-income units, with the fifty percent (50%) balance of units within each bedroom distribution allowed to be moderate-income units. Said affordable housing will also comply with bedroom distribution requirements, pricing and rent of units, affirmative marketing, 30-year minimum affordability controls set by deed restriction in accordance with UHAC and the Borough's Affordable Housing Ordinance, and construction phasing with the market rate units developed on the tract as is required by N.J.A.C. 5:93-5.6(d).
- e. The Borough designated Affordable Housing Administrative Agent, or a qualified Administrative Agent selected by the Developer, shall be responsible to affirmatively market, administer and certify the occupant of each on-site or off-site affordable unit, with all administrative costs to be paid by the Developer.

SECTION 2

All Ordinances or parts of Ordinances inconsistent with this Ordinance if held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this Ordinance.

SECTION 3

The Borough Clerk is hereby directed, upon adopt of the Ordinance after public hearing thereon, to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Monmouth County Planning Board as required by N.J.S.40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Borough Tax Assessor as required by N.J.S.40:49-2.1.

SECTION 4

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

Introduced: November 17, 2020.

Passed and Approved: December 15, 2020.

I hereby approve of the
passing of this ordinance.



Joseph K. Hemphill
Mayor

Attest:



Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

20-012 D

AN ORDINANCE OF THE BOROUGH OF RUMSON TO AMEND CHAPTER XXII “DEVELOPMENT REGULATIONS”, TO CREATE THE RESIDENTIAL OVERLAY INCLUSIONARY DISTRICT - 5 (ROI-5)

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth and State of New Jersey that Chapter XXII (Development Regulations) of the Code of the Borough of Rumson is hereby amended or supplemented as follows:

PURPOSE

The purpose of this Ordinance is to Amend *Chapter XXII* of the *Development Regulations* to add Section 22-5 (Zoning District Regulations) Subsection 22-5.19 Residential Overlay Inclusionary District 5 (ROI-5) as an additional overlay district.

In any instance in which these regulations and standards do not address a particular land development control, or when specific reference to the Land Development Ordinance is made, the standards of the Development Regulations shall apply:

SECTION 1

That Chapter XXII, Development Regulations, Section 22-5 (Zoning District Regulations) Subsection 22-5.19 Residential Overlay Inclusionary District 5 (ROI-5) shall be added as follows:

22-5.19 Residential Overlay Inclusionary-5 Zone

- a. Purpose: The Borough adopts this ordinance to advance the following objectives:
 1. To find ways for a developed community to balance “legitimate zoning and planning objectives” with the need and constitutional obligation to provide affordable housing.
 2. To attempt to channel affordable housing in the areas of the Borough that are best suited to accommodate affordable housing.
 3. To address its affordable housing unmet need obligation, the Borough shall implement a Residential Overlay Inclusionary Zone Ordinance that creates a realistic opportunity for housing in the Borough that is affordable to very low, low- and moderate-income households. This Ordinance establishes the Residential Overlay Inclusionary 5 (ROI-5) Zone, and permits the creation of multi-family housing within the ROI-5 Residential Zone provided that such housing complies with a required inclusionary set-aside requirement and with the requirements of this ordinance.
- b. Location. The Residential Overlay Inclusionary 5 District is applicable to Blocks/Lots in the R-5 Residential Zone as follows: Block 60, Lots 6, 7, 8, 9, 10, 11.01, 12.01, 13, 14
- c. Permitted uses. The following uses shall be permitted in the Residential Overlay Inclusionary 5 District:
 1. Multi-family housing including townhouses, duplexes, triplexes and quads.
- d. Accessory Uses Permitted. The following accessory uses and structures shall be permitted in the ROI-5 District provided they are located on the same premises as the principal use or structure to which they are accessory and are located in the rear yard:
 1. Accessory uses on the same lot with and customarily incidental to, any of the above permitted uses.
 2. Surface parking area and garages.
 3. Swimming pools, clubhouses, child play areas, tennis courts, and basketball courts.
- e. Development Standards
 1. Minimum lot size: 1 acre

2. Maximum density: 12 du/acre
 - a. Calculations resulting in a partial unit shall be rounded down to the next whole number.
3. Units shall be provided within a primary structure(s) with the front façade facing the public-right-of way.
4. Minimum front yard setback shall not be less than the prevailing setback of dwellings within 200 feet along the street right-of-way.
5. 90% of required parking shall be provided within an enclosed garage;
6. Parking not located within an enclosed garage shall be fully screened with a four (4) foot wall.
7. Garages shall not face the public right-of-way without an intervening building between the garage and the public right-of-way.
8. Front-loaded townhouses are prohibited.
9. Maximum building coverage and lot coverage shall be in compliance with Schedule 5-5 AHO. FAR requirements shall not apply to inclusionary development in the overlay zoning district
10. Maximum dwelling units in one building shall not exceed eight (8).
11. A minimum 40-foot vegetated buffer shall be provided adjacent to the side and rear lot lines in accordance with subsection 22-8.4e.
12. Open spaces shall include at a minimum central open space for passive and active uses. Stormwater facilities shall not impede function of open space.
13. Lighting for parking areas and driveways shall not exceed twelve (12) feet in height.
14. Refuse disposal shall be contained within the buildings. No outside refuse disposal area is permitted.
15. Building Design.
 - a. The primary building(s) shall be designed to present as a single-family residential structure that contains a consistent façade in terms of architectural style and materials throughout the entire building.
 - b. The second-floor habitable area shall not exceed 90% of the first-floor area.
 - c. The third-floor habitable area shall not exceed 30% of the second-floor area.
 - d. Buildings shall be required to incorporate high-quality architectural features that are characteristic of and complimentary to significant buildings reflecting the traditional architecture in the R-5 zoning district. The applicant for any development shall demonstrate such design by providing examples of and comparisons with existing high-quality architecturally significant buildings.
 - e. If more than one primary structure is proposed, the architecture of each primary structure shall be compatible but different from one another in terms of style, materials or layout.
 - f. All HVAC and mechanical equipment shall be adequately screened from view.

16. Affordable Housing.

- a. Project will deliver an on-site affordable housing set-aside of twenty percent (20%). Affordable units in said projects must be affordable to very low, low- and moderate-income households in accordance with Borough's Affordable Housing Ordinance, the Borough's Housing Element and Fair Share Plan, any applicable Order of the Court (including a Judgment of Compliance and Repose Order), the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. ("FHA"), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), and applicable New Jersey Council on Affordable Housing (COAH) Prior Round regulations, N.J.A.C. 5:93-1 et seq. If there are multiple dwelling units within each building, then the affordable units shall be evenly dispersed with market-rate units in each building. Affordable units shall have equal access to all amenities and recreational areas available to market-rate units.
- b. When any calculation of the percentage of affordable units required to be provided results in a fractional unit of $\frac{1}{2}$ or more, the fraction shall be rounded up to the next whole number. When a calculation results in a fraction of less than $\frac{1}{2}$, the fraction shall be rounded down to the previous whole unit.
- c. Any fractional affordable housing requirement that is less than $\frac{1}{2}$ and rounded down shall be addressed by either the developer providing the affordable unit or by making a payment in lieu of on-site construction of affordable housing, which shall be placed in the Affordable Housing Trust Fund. The amount of the payment shall be consistent with COAH regulations and shall be negotiated with the Borough based on consideration of the anticipated cost of providing affordable housing units. For purposes of this chapter, the payment in lieu of affordable housing shall initially be established as \$350,000 multiplied by the fractional affordable housing requirement as calculated to two decimal points. The payment in lieu of affordable housing is presumptively the cost to construct an affordable housing unit in the Borough. The Planning Board or Zoning Board, as appropriate, may adjust from time to time the presumptive amount based upon the appropriate evidence.
- d. Said affordable housing shall include standards for the split between very low, low and moderate income housing providing a minimum of thirteen percent (13%) of the affordable units within each bedroom distribution as very low-income units at thirty percent (30%) of the median income, thirty-seven percent (37%) of the affordable units within each bedroom distribution as low-income units, with the fifty percent (50%) balance of units within each bedroom distribution allowed to be moderate-income units. Said affordable housing will also comply with bedroom distribution requirements, pricing and rent of units, affirmative marketing, 30-year minimum affordability controls set by deed restriction in accordance with UHAC and the Borough's Affordable Housing Ordinance, and construction phasing with the market rate units developed on the tract as is required by N.J.A.C. 5:93-5.6(d).
- e. The Borough designated Affordable Housing Administrative Agent, or a qualified Administrative Agent selected by the Developer, shall be responsible to affirmatively market, administer and certify the occupant of each on-site or off-site affordable unit, with all administrative costs to be paid by the Developer.

SECTION 2

All Ordinances or parts of Ordinances inconsistent with this Ordinance if held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this Ordinance.

SECTION 3

The Borough Clerk is hereby directed, upon adopt of the Ordinance after public hearing thereon, to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Monmouth County Planning Board as required by N.J.S.40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Borough Tax Assessor as required by N.J.S.40:49-2.1.

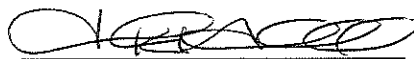
SECTION 4

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

Introduced: November 17, 2020.

Passed and Approved: December 15, 2020.

I hereby approve of the
passing of this ordinance.



Joseph K. Hemphill
Mayor

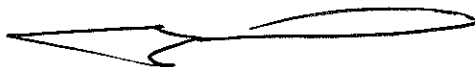
Attest:



Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

20-005 G

**ADDITION OF AN ORDINANCE KNOWN AS CHAPTER 23 FOR THE
“AFFORDABLE HOUSING DEVELOPMENT” OF THE BOROUGH OF
RUMSON TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT
AND THE UNIFORM HOUSING AFFORABILITY CONTROLS (UHAC)
REGARDING COMPLIANCE WITH THE BOROUGH’S AFFORDABLE
HOUSING OBLIGATIONS AND TO ADOPT A REVISED DEVELOPMENT FEE
ORDINANCE TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT
FEES IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED
BY THE NEW JERSEY FAIR HOUSING ACT**

BE IT ORDAINED by the Borough Council of Rumson, Monmouth County, New Jersey, that the Code of the Borough of Rumson is hereby amended to include provisions addressing Rumson’s constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

FURTHER BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, Monmouth County, New Jersey, that the Code of the Borough of Rumson is hereby amended to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Borough's affordable housing programs, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

Pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was 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 were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development;

SECTION 1.

That Chapter XXIII, Affordable Housing Development, shall be added as follows:

CHAPTER XXIII AFFORDABLE HOUSING DEVELOPMENT

§ 23-1 Monitoring and Reporting Requirements

The Borough of Rumson shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

1. Beginning on May 17, 2020, and on every anniversary of that date through July 1, 2025, the Borough agrees to 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 (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). 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.

2. Beginning on January 14, 2021, and on every anniversary of that date through July 27, 2025, 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 COAH or any other forms endorsed by the Special Master and FSHC.
3. By 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 FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, 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.
4. By March 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low-income housing obligations.

§ 23-2 Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means the entity designated by the Borough to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

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

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

“Affordable unit” means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

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

“Assisted living residence” means a facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

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

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, *et seq.*

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

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

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

§ 23-3 Applicability and Mandatory Set-Aside

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of Rumson pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.

2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units and including any developments funded with low-income housing tax credits.

3. If the Borough permits the construction of multi-family or single-family attached residential development that is “approvable” and “developable,” as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre or more, the Borough shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning on January 14, 2020. Where applicable within the Borough, this requirement shall apply to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project and including the conversion of a non-residential structure to a residential development, which development consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Borough’s Land Use Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation.

4. For any such development for which the Borough’s land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permitted residential development as of January 14, 2020, this requirement shall only apply if the Borough permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date of this Agreement. Nothing in this paragraph precludes the Borough from imposing an affordable housing set aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law.

5. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low- and moderate-income units are to be offered for rent, the appropriate set-aside percentage is 15 percent.

6. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein.

§ 23-4 Alternative Living Arrangements

1. 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:

a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;

b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, 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.

3. 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.

§ 23-5 Phasing Schedule for Inclusionary Zoning

In inclusionary developments the following schedule shall be followed:

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

§ 23-6 New Construction

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

a. 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 percent of all restricted rental units shall be very low-income units (affordable to a household earning 30 percent or less of regional median income by household size) across bedroom distribution. The very low-income units shall be counted as part of the required number of low-income units within the development.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

- 1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
- 2) At least 30 percent of all low- and moderate-income units shall be two-bedroom units;
- 3) At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and
- 4) The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

- 1) An adaptable toilet and bathing facility on the first floor; and
- 2) An adaptable kitchen on the first floor; and
- 3) An interior accessible route of travel on the first floor; and
- 4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

5) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and

6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that Rumson has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b) To this end, the builder of restricted units shall deposit funds within the Borough of Rumson's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

c) The funds deposited under paragraph 6)b) above shall be used by the Borough of Rumson for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Borough of Rumson for the conversion of adaptable to accessible entrances.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and 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.

(7) 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.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures as approved by the Court.

1) Regional income limits shall be established for the region that the Township is located within 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 Township'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.

- 2) The income limits are the result of applying the percentages set forth in paragraph (1) above to HUD's determination of median income for the fiscal year 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- 3) 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 Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (1) 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.
- 4) In establishing sale prices and rents of affordable housing units, the Township's administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:
 - (a) The resale prices 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 determined pursuant to the above methodology. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 - (b) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median

income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one- and one-half person household;
- 3) A two-bedroom unit shall be affordable to a three-person household;
- 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
- 5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one- and one-half person household; and
- 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

j. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

§ 23-7 Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

§ 23-8 Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

1. Provide an occupant for each bedroom;
2. Provide children of different sexes with separate bedrooms;
3. Provide separate bedrooms for parents and children; and
4. Prevent more than two persons from occupying a single bedroom.

§ 23-9 Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Rumson takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§ 23-10 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

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

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

§ 23-11 Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
2. Notwithstanding the foregoing, 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.
3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.
5. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and subject to 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.
6. A certified household that purchases a restricted ownership unit must occupy it as a 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 a hardship, to lease the restricted unit to another certified household for a period not to exceed one year. Violations of this provision shall be subject to the applicable enforcement provisions of Section 20 of this Ordinance.

§ 23-12 Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed

indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

§ 23-13 Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

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

§ 23-14 Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Rumson takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Rumson. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

- a. Sublease or assignment of the lease of the unit;
- b. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

§ 23-15 Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

§ 23-16 Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.

c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents 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.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

§ 23-17 Municipal Housing Liaison

1. The Borough of Rumson shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Borough's affordable housing

program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Borough's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Rumson shall adopt an Ordinance creating the position of Municipal Housing Liaison and a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Rumson, including the following responsibilities which may not be contracted out to the Administrative Agent:

- a. Serving as Rumson's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
- b. Monitoring the status of all restricted units in Rumson's Fair Share Plan;
- c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;
- d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
- e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the Borough of Rumson shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Borough in accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Borough Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

§ 23-18 Administrative Agent

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

1. Affirmative Marketing:
 - a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of Rumson and the provisions of N.J.A.C. 5:80-26.15; and
 - b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
2. Household Certification:
 - a. Soliciting, scheduling, conducting and following up on interviews with interested households;

- b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
- c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
- e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;
- f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of Rumson when referring households for certification to affordable units; and
- g. Notifying the following entities of the availability of affordable housing units in the Borough of Rumson: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP, and the Supportive Housing Association.

3. Affordability Controls:

- a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Monmouth County Register of Deeds or Monmouth County Clerk's office after the termination of the affordability controls for each restricted unit;
- d. Communicating with lenders regarding foreclosures; and
- e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

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

5. Processing Requests from Unit Owners:

a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

c. Notifying the municipality of an owner's intent to sell a restricted unit; and

d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and

f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Borough Council and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

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

b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.

c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

§ 23-19 Affirmative Marketing Requirements

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

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation,

disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 4 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Monmouth, Mercer and Ocean Counties.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Borough of Rumson shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the 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.
9. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Rumson, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network STEPS, OCEAN Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP, and the Supportive Housing Association.
10. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

§ 23-20 Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations

governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

1) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Borough of Rumson Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low-

and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

6) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§ 23-21 Appeals

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

§ 23-22 Development Fee Purpose

This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§ 23-23 Basic Requirements

A. This Ordinance shall not be effective until approved by the Court.

B. The Borough of Rumson shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

§ 23-24 Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

“COAH” or the “Council” means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

“Development fee” means money paid by a developer for the improvement of property as authorized by Holmdel Builder's Association v. Holmdel Borough, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and regulated by applicable COAH Rules.

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

“Equalized assessed value” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

“Green building strategies” means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing

durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 23-25 Residential Development Fees

A. Imposition of Fees

1) Within the Borough of Rumson, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

2) When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

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, if permitted by Ordinance or by Agreement with the Borough of Rumson, shall be exempt from the payment of development fees.

2) Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance and any preceding Ordinance permitting the collection of development fees 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) Any repair, reconstruction or improvement of a structure, the cost of which is less than 50% of the market value of the structure before the improvement or repair is started. For purpose of this section, "market value" shall mean the equalized assessed value of the existing improvement as established by the Borough Tax Assessor. The cost of the repair, reconstruction or improvements shall be determined by an itemized construction cost estimate prepared and submitted to the Construction Official. The estimate shall be signed and sealed by an architect or professional engineer licensed by the State of New Jersey, or where no such professionals are retained, signed by the contractor or the homeowner. Where prepared by the homeowner or contractor, the Borough Engineer may review such estimates for accuracy. "Substantial improvement" is considered to commence when the first alteration of any wall, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure. The term does not, however, include either:

(a) Any project for improvement of a structure to comply with existing state or local building, fire, health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or

(b) Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a

period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

4) Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.

5) Nonprofit organizations constructing residential projects which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.

6) Federal, state, county and local governments shall be exempted from paying a development fee.

7) Homes replaced as a result of a natural disaster, fire or flood shall be exempt from the payment of a development fee. (This exemption applies only for the owner of record at the time of the fire, flood, or natural disaster.)

§ 23-26 Non-Residential Development Fees

A. Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of Rumson as a lien against the real property of the owner.

6) Federal, state, county and local governments constructing nonresidential housing shall be exempted from paying a development fee.

§ 23-27 Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

D. Within 21 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 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 Rumson fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

§ 23-28 Appeal of Development Fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Borough of Rumson. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough of Rumson. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 23-29 Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Borough of Rumson for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Borough of Rumson;

2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling 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 Rumson's affordable housing program.

C. In the event of a failure by the Borough of Rumson to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of Rumson, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the

municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund or impose such other remedies as may be reasonable and appropriate to the circumstances.

D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

§ 23-30 Use of Funds

A. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Borough of Rumson's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the Borough of Rumson for past housing activities.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to very low-, 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 very low-income households earning 30 percent or less of the regional median household income by household size for Housing Region 2, in which Rumson 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. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) Affordability assistance to households earning 30 percent or less of the regional median household income by household size may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Borough of Rumson, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The Borough of Rumson may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

E. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

§ 23-31 Monitoring

The Borough of Rumson shall provide annual reporting of Affordable Housing Trust Fund activity to the State of 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 sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Rumson's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§ 23-32 Ongoing Collection of Fees

A. The ability for the Borough of Rumson to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Borough of Rumson has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

B. If the Borough of Rumson 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 so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

C. The Borough of Rumson 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 Rumson retroactively impose a development fee on such a development. The Borough of Rumson also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

SECTION 2.

If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3.

This ordinance shall take effect upon final passage and publication according to law.


Introduced: August 11, 2020.

Passed and Approved: September 15, 2020.

I hereby approve of the
Passing of this ordinance.

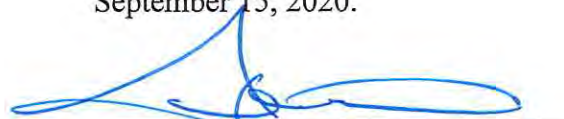

Joseph K. Hemphill
Mayor

Attest:


Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on September 15, 2020.


Thomas S. Rogers
Municipal Clerk/Administrator



20-016 D

**AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF RUMSON
BY AMENDING CHAPTER XXII, DEVELOPMENT REGULATIONS**

BE IT ORDAINED by the Borough Council of the Borough of Rumson, County of Monmouth, and State of New Jersey that Chapter XXII, Development Regulations, of the Code of the Borough of Rumson is hereby amended or supplemented as follows:

PURPOSE

The purpose of this Ordinance is to amend certain portions of the Development Regulations relating to Section 22-2, Definitions, Subsection 22-2.4 Definitions, to add and amend definitions, Section 22-3, Administration, Subsection 22-3.14 Fees, to amend Affordable Housing Fees, Section 22-5 Zoning District Regulations, Subsection 22-5.2 Description of Districts to add Districts, Section 22-7 General Zoning Provisions, Subsection 22-7.35 Affirmative Marketing of Affordable Housing Units, to remove said Subsection, Subsection 22-7.36 Affordable Housing Developments, to remove said Subsection, and to amend Attachments.

Chapter XXII (Development Regulations) of the Code of the Borough of Rumson is hereby amended or supplemented as follows (new text is double underlined, text to be deleted is ~~struck-through~~ and notations to the reader and changes in subparagraph designations either with or without changes to content are italicized):

SECTION 1

That Chapter XXII, Development Regulations, shall be amended as follows:

§ 22-1 TITLE AND PURPOSE.

No Change.

§ 22-2 DEFINITIONS.

§ 22-2.1 Purpose through § 22-2.3 Intent of Certain Terms and Words.

No Change.

§ 22-2.4 Definitions.

Certain words, phrases, and terms in this chapter are defined for the purpose herein as follows:

**ACCESSORY BUILDING, STRUCTURE OR USE through DUMPSTERS AND
RECYCLING CONTAINERS AND BINS**

No Change.

DUPLEX

Shall mean a building or structure designed for and occupied by no more than one (1) family household and is attached to one (1) other similar building or structure by one party wall with each dwelling unit having its own utility services in the same manner as a single-family detached dwelling unit.

DWELLING through MULCH

No Change.

~~MULTI-FAMILY BUILDING~~

~~Shall mean any building containing two or more dwelling units, including "townhouses"~~

~~within a lot. Dwelling units within multi-family buildings are classified as multi-family dwellings.~~

MULTI-FAMILY DWELLING

Shall mean any building in which there are two (2) or more dwelling units.

MUNICIPAL AGENCY through PUBLIC UTILITY

No Change.

QUADPLEX

Shall mean a building or structure designed for and occupied by not more than one (1) family household and is attached to three (3) similar buildings or structures by not more than two (2) party walls with each dwelling unit having its own utility services in the same manner as a single-family detached dwelling unit.

QUORUM through TOWER

No Change.

TOWNHOUSE

Shall mean a building or structure designed for and occupied by no more than one (1) family household and is attached to two (2) or more similar buildings or structures by not more than two (2) party walls with each dwelling unit having its own utility services in the same manner as a single-family detached dwelling unit.

TRACT through TRIP

No Change.

TRIPLEX

Shall mean a building or structure designed for and occupied by not more than one (1) family household and is attached to two (2) similar buildings or structures by not more than two (2) party walls with each dwelling unit having its own utility services in the same manner as a single-family detached dwelling unit.

ULI through ZONING PERMIT

No Change.

§ 22-3 ADMINISTRATION.

§ 22-3.1 Planning Board through § 22-3.13 Copy to Be Filed with County Planning Board.

No Change.

§ 22-3.14 Fees.

The developer shall, at the time of filing an application, pay a nonrefundable fee to the Borough of Rumson by cash, certified check, or bank draft in accordance with the current fee schedule adopted by the Borough Council on file in the Borough Clerk's Office. The fee to be paid shall be the sum of the fees for the component elements of the plat or plan. Proposals requiring a combination of approvals such as subdivision, site plan, and/or variance, shall pay a fee equal to the sum of the fee for each element. Additional fees may be assessed for extraordinary review

costs not otherwise covered by this section. The amount of any fees for an informal review shall be a credit toward fees for review of the application for development. Additional fees may be assessed for extraordinary review costs not otherwise covered by this section as a refundable application escrow fee as specified herein.

a. Application for Development (Zoning) Permit through y. Inspection, Testing and Engineering Administration Fees.

No Change.

z. Affordable Housing Development Fees. Reserved

~~1. Residential Development Fees. Except as provided in subsection 22-3.14z,3, Affordable Housing Development Fees, as hereafter provided, shall be paid prior to the issuance of a building permit:~~

~~(a) 1% of the equalized assessed value (EAV) of each new dwelling unit.~~

~~(b) 1% of the increase in equalized assessed value (EAV) due to expansion, full or partial demolition and reconstruction, improvement, and/or alteration of any dwelling unit, which results in a 25% or greater increase in floor area.~~

~~(c) If a "d" variance is granted pursuant to N.J.S.A. 40:55D-70d(5) in any residential district in the Borough of Rumson, then the additional residential units realized above what is permitted by right under the existing zoning will incur a bonus development fee of 6% of the EAV rather than the development fee of 1%. If the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the "d" variance application.~~

~~2. Nonresidential Development Fees. Except as provided in subsection 22-3.14z,3, Affordable Housing Development Fees shall be paid prior to the issuance of a building permit:~~

~~(a) 2% of the equalized assessed value (EAV) for all new nonresidential development.~~

~~(b) 2% of the increase in equalized assessed value (EAV) due to expansion, full or partial demolition and reconstruction, improvement, and/or alteration of any nonresidential development which results in a greater than 500 square foot or greater increase in floor area.~~

~~(c) If a "d" variance is granted pursuant to N.J.S.A. 40:55D-70d(4), then the additional floor area realized greater than that which is permitted by right under the existing zoning will incur a bonus development fee of 6% of the EAV rather than the development fee of 2%. If the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, the floor area permitted by right for the purposes of calculating the bonus development fee shall be the maximum amount of floor area permitted by right during the two-year period preceding the filing of the "d" variance application.~~

~~3. Eligible Exaction, Ineligible Exaction and Exemptions.~~

~~(a) Developers of low and moderate income housing units or projects shall be exempt from paying development fees pursuant to this subsection.~~

~~(b) Developments that have received preliminary approval prior to the effective date of this paragraph z* and where the rights and protections for such approval granted under N.J.S.A. 40:55D-49 have not expired or been extended as permitted under law, shall be exempted from the payment of a development fee pursuant to this paragraph z unless the developer seeks a substantial change in the approval.~~

~~(c) Developments that have received final approval prior to the effective date of this paragraph y and where the rights and protections for such approval granted under N.J.S.A. 40:55D-52 have not expired or been extended as permitted under law, shall be exempt from the payment of a development fee pursuant to this paragraph z unless the developer seeks a substantial change in the approval. In such cases where final site plan or subdivision~~

- approval has been granted and all required improvements have been accepted by the municipality and all performance bonds and guarantees have been released, prior to the adoption of this paragraph z., the issuance of any building permit resulting from such approval shall be subject to payment of a development fee pursuant to this paragraph z.
- ~~(d) The expansion, full or partial demolition and reconstruction, improvement, and/or alteration of any dwelling unit which results in less than a 25% increase in floor area shall be exempt. The expansion, full or partial demolition and reconstruction, improvement, and/or alteration of any dwelling unit which results in greater than a 25% increase in floor area shall pay a development fee of 1% of the increase in equalized assessed value of the property.~~
- ~~(e) Development by any churches or places of worship, or any nonprofit fraternal, social, charitable, or eleemosynary organizations formed and legally established in accordance with the laws of the State of New Jersey, or any public school district or board of education, or any other public authority, shall be exempt from paying a development fee pursuant to this paragraph z.~~
- ~~4. Determination and Collection of Fees. The Borough Tax Assessor shall estimate the required development fee pursuant to this subsection prior to the issuance of building permits. Developers shall pay 50% of the estimated fee to the Borough prior to the issuance of building permits. Prior to issuance of a Certificate of Occupancy, the Borough Tax Assessor shall estimate the remaining fee required pursuant to this paragraph z. The developer shall be responsible for paying the difference between the portion of the estimated fee paid at building permit and the full amount of the fee determined at the time of certificate of occupancy.~~
- ~~5. Housing Trust Fund. An interest bearing housing trust fund will be established for the purpose of receiving development fees pursuant to this paragraph z. All fees paid pursuant to this paragraph shall be deposited in this fund. No money shall be expended from the housing trust fund unless the expenditure conforms to a spending plan approved by COAH and, when applicable, a court of competent jurisdiction.~~
- ~~6. Use of Funds.~~
- ~~(a) Money deposited in a housing trust fund may be used for any activity approved by COAH or by, when applicable, a court of competent jurisdiction addressing the Borough's low and moderate income housing obligation. Such activities may include, but are not necessarily limited to, housing rehabilitation, new construction, regional contribution agreements, the purchase of land for low and moderate income housing, extensions and/or improvements of roads and infrastructure to low and moderate income housing sites, assistance designed to render units more affordable to low and moderate income households and administrative costs necessary to implement the Borough's Housing Plan Element and Fair Share Plan. The expenditure of all money shall conform to a spending plan approved by COAH or, when applicable, by a court of competent jurisdiction.~~
- ~~(b) At least 30% of the fees collected shall be devoted to render units more affordable unless exempt as per N.J.A.C. 5:93-8-16(e). Examples of such activities include, but are not limited to, down payment and closing cost assistance, low interest loans and rental assistance.~~
- ~~(c) No more than 20% of the fees collected shall be expended on administrative costs necessary to develop, revise or implement the housing element. Examples of eligible administrative activities include personnel, consultant services, space costs, consumable supplies and rental or purchase of equipment directly associated with plan development or plan implementation.~~
- ~~(d) Development fee revenues shall not be expended to reimburse the Borough for housing activities that preceded a first or second round substantive certification or a judgment of repose.~~
- ~~7. This paragraph shall take effect immediately upon:~~
- ~~(a) Final passage and publication according to law and filing with the Monmouth County Planning Board; and~~

~~(b) Approval by COAH and/or the court through the issuance of a judgment of repose or other appropriate order.~~

~~8. Expiration of Paragraph. This paragraph shall expire if:~~

~~(a) The court vacates the Borough's judgment of repose or revokes this paragraph;~~

~~(b) The Borough's judgment of repose expires prior to Borough filing an adopted housing element with COAH, petitioning for substantive certification, or receiving COAH's approval of this ordinance;~~

~~(c) COAH dismisses or denies the Borough's petition for substantive certification; or~~

~~(d) If the Borough is under COAH's jurisdiction and has a certified housing element and fair share plan, COAH revokes substantive certification or this paragraph.~~

aa. Recovery of Borough Costs Related to Inaccurate Submissions.

1. The Zoning Officer or Administrative Officer, who may seek the advice and assistance of the Borough Engineer and/or Construction Official, may review and check the accuracy of any application for development.
2. The cost of such review and checking, in relation to applications for development which involve a site plan, subdivision or variance application, shall be borne by the applicant in accordance with this subsection 22-3.14.
3. The cost of such review and checking in relation to other applications for development shall not be the responsibility of the applicant if no material errors are uncovered.
4. If material errors which require revisions and/or resubmissions are uncovered, the entire cost of such review and checking and the cost of reviewing subsequent revised submissions shall be borne by the applicant in accord with the provisions of subsection 22-3.14m, and the Zoning Officer or Administrative Officer shall not issue any approval until any required escrow is provided and any escrow deficiency is eliminated.

bb. Stormwater Management and Control Fees.

1. When determining subdivision or site plan review and inspection fees required by subsections 22-3.14m, n or o, the Administrative Officer or Municipal Agency may consider the extent, nature and cost of the effort required to comply with Chapter 16, Section 16-2, Stormwater Management and Control, of the Revised General Ordinances of the Borough of Rumson.
2. When reviewing a development permit application for development which is subject to the provisions of Chapter 16, Section 16-2, Stormwater Management and Control, of the Revised General Ordinances of the Borough of Rumson and exceeds the stormwater management thresholds contained in subsection 16-2.2c,2, but does not involve a site plan or subdivision, the Administrative Officer and/or Zoning Officer shall determine fees in the same manner as fees would be determined for site plans pursuant to subsections 22-3.14m, n or o including provision of refundable escrow fees when appropriate.

§ 22-4 PROCEDURE.

No Change.

§ 22-5 ZONING DISTRICT REGULATIONS.

§ 22-5.1 Zoning Map and Schedule.

a. Establishment, Authentication, Maintenance, and Revision.

1. Zoning Map. The locations and boundaries of the districts of the Borough are hereby established as shown on the Zoning Map of the Borough of Rumson, New Jersey which is attached hereto and is hereby made a part of this chapter, together with all notations, references and designations shown thereon and dated December 6, 1989 last revised

~~December 26, 2017.~~ November 17, 2020.

2. Schedule of District Regulations. District regulations for zone districts within the Borough of Rumson are hereby established and are attached hereto and are hereby made a part of this chapter, together with all notations, references and designations shown thereon.

3. Authentication of Official Zoning Map. Subsequent to the adoption of this chapter, and any revisions to the Zoning Map three copies of the Zoning Map shall be authenticated by the Mayor's signature, and the seal of the municipality, attested by the Borough Clerk, under the following certificate:

"I certify that this is the Official Zoning Map of the Borough of Rumson, New Jersey, referred to in the Ordinances of the Borough of Rumson, New Jersey."

4. Maintenance of the Official Zoning Map. Authenticated copies of the Official Zoning Map shall be maintained in the office of the Borough Clerk and Zoning Officer and shall be made available for public reference. Copies of all or a part of the official Zoning Map may be reproduced for public distribution. One authenticated copy shall be forwarded to the Monmouth County Planning Board in accordance with N.J.S.A. 40:55D-16. However, the original copy of the Official Zoning Map maintained in the Office of the Borough Clerk shall be the final authority as to the current status of zoning districts in the Borough of Rumson.

5. Revisions to the Official Zoning Map.

(a) When, in accordance with the provisions of this chapter and of State Law, revisions are made in district boundaries or other matters portrayed in the Zoning Map, such changes will not become effective until the Zoning Map has been amended, with an entry bearing the date of adoption, ordinance number, a brief description of the change(s).

(b) Each revision shall be authenticated by the Mayor and attested by the Borough Clerk. Each ordinance amending the Official Zoning Map in any manner shall include the provision that it shall not take effect until the Official Zoning Map has been amended in accordance with these provisions.

(c) No changes of any nature shall be made to the Official Zoning Map except in conformity with the above procedure. Any unauthorized changes to the map or its contents by any person or persons shall be considered a violation of this chapter.

b. Interpretation of District Boundaries.

1. Zone district boundaries are intended to follow street, lot or property lines, or other natural lines such as the center line of water courses, ditches or lagoons, unless such district or zone boundaries are fixed by dimension on the Zoning Map or by description, and shall include contiguous riparian lands subsequently acquired and/or filled, and lands acquired by the accretion or stream diversion by natural causes.

2. In constructing the Official Zoning Map, the following rules shall apply:

(a) Boundaries indicated as following the center lines of streets, highways or alleys or streams, rivers or other bodies of water shall be construed to follow such center lines.

(b) Boundaries indicated as approximately following plotted lot lines shall be construed as following such lot lines.

(c) Boundaries indicated as parallel to or extensions of features indicated in subsections 22-5.1a through 22-5.1b above, shall be so construed. Distances not specifically indicated on the Official Zoning Map shall be determined by the use of the scale appearing

thereon.

(d) Where a zone boundary fixed by dimensions approximately follows and is not more than twenty (20') feet distant from a lot line, such lot line shall be construed to be the zone boundary.

§ 22-5.2 Description of Districts.

a. The Borough of Rumson is hereby divided into districts as follows:

- R-1 Residential Zone District
- R-2 Residential Zone District
- R-3 Residential Zone District
- R-4 Residential Zone District
- R-5 Residential Zone District
- R-6 Residential Zone District
- POB Professional Office Building Zone District
- GB General Business Zone District
- NB Neighborhood Business Zone District
- POS Public Facilities and Open Space Zone District
- RSC Rumson Road Scenic Corridor Overlay District
- H-BP Historic-Barley Point, Seasonal Residential District
- ROI-2 Residential Overlay Inclusionary District-2
- ROI-4 Residential Overlay Inclusionary District-4
- ROI-5 Residential Overlay Inclusionary District-5
- FIIO Faith Institution Inclusionary Overlay District
- BA Bingham Avenue Housing Zone District
- RR Rumson Road Housing Zone District
- AH-1 Carton Street Affordable Housing Zone
- MUMFO Mixed Use and Multi-Family Overlay Zone

b. through e.

No Change.

§ 22-5.3 Permitted and Prohibited Uses through § 22-5.15 Mixed-Use Overlay Zone.

No Change.

§ 22-6 CONDITIONAL USES.

No Change.

§ 22-7 GENERAL ZONING PROVISIONS.

§ 22-7.1 Purpose through § 22-7.34 Wireless Telecommunications Towers, Antennas, and Transmission Facilities

No Change.

§ 22-7.35 ~~Affirmative Marketing of Affordable Housing Units.~~ Reserved

a. ~~The Borough has adopted a Housing Plan Element and Fair Share plan that addresses its present and prospective need for new affordable housing units. The Borough has included in its Housing Plan Element and Fair Share plan mechanisms to capture opportunities for affordable housing beyond its RDP in accordance with COAH requirements, including an accessory apartment ordinance and Mixed Use Overlay Zone. This section will apply to all~~

~~new developments in Rumson that contain low and moderate income units and any future inclusionary developments that may occur in the Borough.~~

~~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 sex, age or number of children, to housing units which are being marketed by a developer/sponsor, municipality and/or designated administrative agency of affordable housing. The plan will address the requirements of N.J.A.C. 5:93-11. In addition, the plan prohibits discrimination in the sale, rental, financing or other services related to housing on the basis of race, color, sex, religion, handicap, age, familial status/size or national origin. The Borough is in the housing region consisting of Mercer, Monmouth, and Ocean Counties. The affirmative marketing program is a continuing program and will meet the following requirements.~~

~~c. All newspaper articles, announcements and requests for applications for low and moderate income units will appear in the following newspapers/publications:~~

~~1. Asbury Park Press~~

~~2. Two River Times~~

~~3. Trenton Times~~

~~d. The primary marketing will take the form of at least one press release sent to the above publications and a paid display advertisement in each of the above newspapers. Additional advertising and publicity will be on an "as needed" basis.~~

~~e. The advertisement will include the:~~

~~1. Street address;~~

~~2. Direction to the housing units;~~

~~3. Number of bedrooms per unit;~~

~~4. Range of selling prices/rents;~~

~~5. Size of units;~~

~~6. Household income limits; and~~

~~7. Location of applications including business hours and where/how applications may be obtained.~~

~~f. All newspaper articles, announcements and requests for applications for low and moderate income housing will appear in the following neighborhood oriented weekly newspapers, religious publications and organizational newsletters within the region:~~

~~The Hub~~

~~Rumson Borough Bulletin~~

~~g. If applicable, the following regional radio and/or cable television station(s) will be used:~~

~~Comcast Cable~~

~~h. The following is the location of applications, brochure(s), sign(s), and/or poster(s) used as part of the affirmative marketing program including specific employment centers within the region:~~

~~1. Rumson Borough Hall, 80 East River Road~~

~~2. Rumson Post Office, Hunt Street and Bingham Avenue~~

~~3. Oceanic Free Library, Avenue of Two Rivers and Ridge Road~~

~~4. Developer's sales/rental office on site (if applicable)~~

~~5. Rumson Business and Professional Association, Bingham Avenue~~

~~i. The following is a list of community contact person(s) and/or organization(s) in Mercer, Monmouth, and Ocean Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region:~~

~~1. Rumson Senior Citizen Club~~

~~2. Monmouth County Community Development Program~~

~~3. Housing Affordability Service (HAS)~~

~~4. The ARC of Mercer, Monmouth, and Ocean Counties~~

5. ~~The Monmouth Housing Alliance~~
6. ~~Developer's sales offices (if applicable)~~
7. ~~Monmouth County Administrative Offices (Freehold Borough)~~
- j. ~~Applications will be mailed to prospective applicants upon request. Additionally, applications will be sent to the chief administrative employees of each of the following agencies in the counties of Mercer, Monmouth, Ocean Counties:~~
 1. ~~Office on Aging~~
 2. ~~Housing Agency or Authority~~
 3. ~~Area Community Action Agencies~~
 4. ~~Community Development Departments or Divisions~~
- k. ~~Owners of accessory units will be permitted to select applicants from lists of eligible applicants provided by the Borough in accordance with the procedures permitted by COAH.~~
 1. ~~The following is a description of the random selection method that will be used to select occupants of low and moderate income housing, other than accessory units:~~
 1. ~~Notices will be distributed to all of the agencies and publications listed above, advising of the availability of such housing units and providing a deadline of at least 120 days after the notices have been distributed for submission of applications.~~
 2. ~~Once the deadline for submission of applications has passed, each of those applications, which satisfy the requirements for low and/or moderate income housing occupancy, and subject to the provisions of paragraph m below, shall be given an anonymous number and each number shall be placed on the same size and stock card and placed in a drum.~~
 3. ~~Notice of the drawing shall be given seven days in advance of the drawing to all applicants who have been deemed to satisfy the requirements.~~
 4. ~~The Borough shall then draw 10 numbers, one number at a time, with each number being placed in the order by which the numbers were drawn and that shall be the order in which persons will be given the opportunity to take advantage of the low and moderate income housing available, dependent upon their satisfying all criteria. If there are more numbers drawn than available housing units, the applicants representing those numbers shall constitute an initial waiting list to be used in the event that any of the other selected individuals are thereafter determined not eligible.~~
- m. ~~The Borough is ultimately responsible for administering the affirmative marketing program through an interlocal service agreement. The Borough has delegated this responsibility to the Township of Middletown. The Township of Middletown will income qualify low and moderate income households; place income eligible households in low and moderate income units upon initial occupancy; provide for the initial occupancy of low and moderate income units with income qualified households; continue to qualify households for reoccupancy of units as they become vacant during the period of affordability controls; assist with advertising and outreach to low and moderate income households if in the contract; and enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:93-9. The Borough Administrator within Rumson is the designated housing officer to act as liaison to the Township of Middletown. The Township of Middletown will provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, responsibilities of homeownership, rental lease requirements and landlord/tenant law.~~
- n. ~~Households who live or work in the COAH established housing region may be given preference for sales and rental units constructed within that housing region. Applicants living outside the housing region will have an equal opportunity for units after regional applicants have been initially serviced. The Borough intends to comply with N.J.A.C. 5:93-11.7.~~
- o. ~~Developers of low and moderate income housing units may assist in the marketing of the affordable units in their respective developments if so designated by the Borough.~~
- p. ~~The marketing program will commence at least 120 days before the issuance of either~~

~~temporary or permanent certificates of occupancy. The marketing program will continue until all low and moderate income housing units are initially occupied and for as long as affordable units are deed restricted and occupancy or reoccupancy of units continues to be necessary.~~

- q. ~~The Township of Middletown, and the Borough will comply with monitoring and reporting requirements as per N.J.A.C. 5:93-11.6 and 12.1.~~

~~§ 22-7.36 Affordable Housing Developments.~~ Reserved

- a. ~~The Borough of Rumson's fair share obligations will be divided equally between low and moderate income households per N.J.A.C. 5:93-2.20.~~

- b. ~~Except for inclusionary developments constructed pursuant to low income tax credit regulations:~~

1. ~~At least 1/2 of all units within each inclusionary development will be affordable to low income households; and~~
2. ~~At least 1/2 of all rental units will be affordable to low income households; and~~
3. ~~At least 1/3 of all units in each bedroom distribution pursuant to N.J.A.C. 5:93-7.3 will be affordable to low income households.~~

- c. ~~Inclusionary developments that are not age restricted will be constructed in conjunction with realistic market demands so that:~~

1. ~~The combination of efficiency and one bedroom units is at least 10% and no greater than 20% of the total low and moderate income units; and~~
2. ~~At least 30% of all low and moderate income units are two bedroom units; and~~
3. ~~At least 20% of all low and moderate income units are three bedroom units; and~~
4. ~~Low and moderate income units that are age restricted may utilize a modified bedroom distribution. At a minimum, the number of bedrooms will equal the number of age restricted low and moderate income units within the inclusionary development.~~
5. ~~Accessory units shall be exempt from COAH bedroom mix requirements as per N.J.A.C. 5:93-7.3.~~
6. ~~Low and moderate income units created pursuant to the Borough's mixed use overlay zone shall be exempt from COAH's bedroom mix requirements.~~

- d. ~~In conjunction with realistic market information, the following criteria will be used in determining maximum rents and sale prices:~~

1. ~~Efficiency units will be affordable to a one person household; and~~
2. ~~One bedroom units will be affordable to 1.5 person households; and~~
3. ~~Two bedroom units will be affordable to three person households; and~~
4. ~~Three bedroom units will be affordable to 4.5 person households; and~~
5. ~~Median income by household size will be established by a regional weighted average of the uncapped Section 8 income limits published by HUD as per N.J.A.C. 5:93-7.4(b); and~~
6. ~~The maximum sales prices of low and moderate income units within each inclusionary development will be affordable to household earning no more than 70% of median income. In averaging an affordability range of 55% for sales units, the municipal ordinance will require moderate income sales units to be available for at least two different prices and low income sales units to be available for at least two different prices; and~~
7. ~~For both owner occupied and rental units, the low and moderate income units will utilize the same heating source as market units within an inclusionary development; and~~
8. ~~Low income units will be reserved for households with a gross household income less or equal to 50% of the median income approved by COAH; moderate income units will be reserved for households with a gross household income less than 80% of the median income approved by COAH as per N.J.A.C. 5:93-7.4(g); and~~
9. ~~The regulations outlined in N.J.A.C. 5:93-9.15 and 9.16 will be applicable for purchased and rental units.~~

- e. ~~For rental units, developers and/or municipal sponsors may:~~
1. ~~Establish one rent for a low-income unit and one for a moderate-income unit for each bedroom distribution; and~~
 2. ~~Gross rents, including an allowance for tenant-paid utilities, will be established so as not to exceed 30% of the gross monthly income of the appropriate household size as per N.J.A.C. 5:93-7.4(f). The tenant-paid utility allowance will be consistent with the utility allowance approved by HUD for use in New Jersey; and~~
 3. ~~The maximum rents of low- and moderate-income units within each inclusionary development will be affordable to households earning no more than 60% of median income. In averaging an affordability range of 52% for rental units, developers and/or municipal sponsors of rental units may establish one rent for a low-income unit and one rent for a moderate-income unit for each bedroom distribution.~~
- f. ~~For sale units:~~
1. ~~The initial price of a low- and moderate-income owner-occupied for-sale housing unit will be established so that after a down-payment of 5%, the monthly principal, interest, homeowner and private mortgage insurance, property taxes (based on the restricted value of the low- and moderate-income unit) and condominium or homeowner fee do not exceed 28% of the eligible gross monthly income; and~~
 2. ~~Master deeds of inclusionary developments will regulate condominium or homeowner-association fees or special assessments of low- and moderate-income purchasers at 100% of those paid by market purchasers. This percentage is consistent with the requirements of N.J.A.C. 5:93-7.4(e). Once established within the master deed, this percentage will not be amended without prior approval from COAH; and~~
 3. ~~The Borough will follow the general provisions concerning uniform deed restriction liens and enforcement through certificates of occupancy or reoccupancy on sale units as per N.J.A.C. 5:93-9.3; and~~
 4. ~~The Borough will require a certificate of reoccupancy for any occupancy of a low- or moderate-income sales unit resulting from a resale as per N.J.A.C. 5:93-9.3(e); and~~
 5. ~~Municipal, State, nonprofit and seller options regarding sale units will be consistent with N.J.A.C. 5:93-9.5-9.8. Municipal rejection of repayment options for sale units will be consistent with N.J.A.C. 5:93-9.9; and~~
 6. ~~The continued application of options to create, rehabilitate or maintain low- and moderate-income sale units will be consistent with N.J.A.C. 5:93-9.10; and~~
 7. ~~Eligible capital improvements prior to the expiration of controls on sale units will be consistent with N.J.A.C. 5:93-9.11; and~~
 8. ~~The regulations detailed in N.J.A.C. 5:93-9.12-9.14 will be applicable to low- and moderate-income units that are for sale units.~~
- g. ~~In zoning for inclusionary developments the following is required:~~
1. ~~Low- and moderate-income units will be built in accordance with N.J.A.C. 5:93-5.6(d):~~
- | Minimum % of Low/Moderate Income Units Completed | |
|---|--|
| Completed | % of Market Housing Units Completed |
| 0 | 25 |
| 10 | 25 + 1 unit |
| 50 | 50 |
| 75 | 75 |
| 100 | 90 |
| | 100 |
2. ~~A design of inclusionary developments that integrates low- and moderate-income units with market units is encouraged as per N.J.A.C. 5:93-5.6(f). Developers of noninclusionary residential and nonresidential developments shall pay a development fee in accordance with subsection 22-3.14y of this chapter.~~
- h. ~~A development fee ordinance was approved by COAH and adopted by the Borough.~~
- i. ~~To provide assurances that low- and moderate-income units are created with controls on-~~

~~affordability over time and that low- and moderate-income households occupy these units, the Borough will designate Middletown Township with the responsibility of ensuring the affordability of sales and rental units created as part of the Borough's Mixed Use Overlay Zone over time. The Borough will also designate Middletown Township with the responsibility of ensuring the affordability of accessory units. Middletown Township will be responsible for those activities detailed in N.J.A.C. 5:93-9.1(a).~~

~~1. In addition, Middletown Township will be responsible for utilizing the verification and certification procedures outlined in N.J.A.C. 5:93-9.1(b) in placing households in low- and moderate-income units; and~~

~~2. Newly constructed low- and moderate-income sales units will remain affordable to low- and moderate-income households for at least 30 years.~~

~~Middletown Township and the Borough will require all conveyances of newly constructed units to contain the deed restriction and mortgage lien adopted by COAH and referred as Technical Appendix E as found in N.J.A.C. 5:93; and~~

~~3. Housing units created through the conversion of a nonresidential structure will be considered a new housing unit and will be subject to 30-year controls on affordability. Middletown Township and the Borough will require that COAH's appropriate deed restriction and mortgage lien be applied to these units.~~

~~j. Regarding rehabilitated units:~~

~~1. Rehabilitated owner-occupied single family housing units that are imposed to Code standard will be subject to affordability controls for at least six years; and~~

~~2. Rehabilitated renter-occupied housing units that are improved to Code standard will be subject to affordability controls for at least 10 years; and~~

~~3. The Borough intends to use development fee revenues for the rehabilitation of housing units in accordance with the Borough's housing element and fair share plan. The rehabilitation schedule is shown below:~~

Borough of Rumson			
Housing Rehabilitation Funding Schedule			
	Year	Number of Rehabs	Funds Needed
1.	2004	8	\$80,000
2.	2005	4	\$40,000
3.	2006	4	\$40,000
4.	2007	4	\$40,000
5.	2008	4	\$40,000

~~k. Regarding rental units:~~

~~1. Newly constructed low- and moderate-income rental units will remain affordable to low- and moderate-income households for at least 30 years. Middletown Township and the Borough will require the deed restriction and lien and deed of easement as Technical Appendix H as found in N.J.A.C. 5:93; and~~

~~2. Affordability controls in accessory units will be for a period of at least 10 years, except if the apartment is to receive a rental bonus credit pursuant to N.J.A.C. 5:93-5.15, then the controls on affordability will extend for 30 years (N.J.A.C. 5:93-5.9); and~~

~~3. Alternative living arrangements will be controlled in a manner suitable to COAH, that provides assurances that such a facility will house low- and moderate-income households for at least 10 years except if the alternative living arrangement is to receive a rental bonus credit pursuant to N.J.A.C. 5:93-5.15, then the controls on affordability will extend for 30 years (N.J.A.C. 5:93-5.8). Group homes for the developmentally disabled that have received capital funding from the New Jersey Division of Developmental Disabilities and where the terms of such grant are for 20 years and renewable at the end of the initial term shall be determined to have acceptable affordability controls in accordance with COAH's requirements and are eligible for rental bonus credits pursuant to COAH's regulations.~~

~~1. Section 14(b) of the Fair Housing Act N.J.S.A. 52:27D-301 et seq. incorporates the need to eliminate unnecessary cost-generating features from the Borough's land use ordinances. Accordingly, the Borough will eliminate development standards that are not essential to~~

~~protect the public welfare and to expedite or fast track municipal approvals/denials on certain affordable housing developments. The Borough will adhere to the components of N.J.A.C. 5:93-10.1—10.3.~~

§ 22-7.37 **Outdoor Café** through § 22-7.39 **Basements/Cellars**

No Change.

§ 22-8 DESIGN GUIDELINES AND STANDARDS FOR SUBDIVISIONS AND SITE PLANS through **§ 22-12 SPECIFICATIONS OF DOCUMENTS TO BE SUBMITTED.**

No Change.

Attachments:

Attachment 1 - Schedule Sign Reg through Attachment 8 - Schedule 5-4

No Change.

Attachment 8A – Schedule 5-4 AHO

**Rumson Borough
Schedule 5-4 AHO**

Maximum Permitted Lot and Building Coverage in Affordable Housing Overlay Districts
Applies in the ROI-2, ROI-4, and FHO Affordable Housing Overlay Districts.

Usable Lot Area (SF)		Lot Coverage (SF)		Building Coverage (SF)	
Greater Than (Column 1)	Less than or Equal to (Column 2)	Basis for Maximum Lot Coverage (Column 3)	Lot Coverage Added to Column 3 (Column 4)	Basis for Maximum Building Coverage (Column 5)	Building Coverage Added to Column 5 (Column 6)
-	5,000	-	0.700 X SF	-	0.230 X SF
5,000	10,000	3,500	0.600 X SF	1,150	0.220 X SF
10,000	70,000	6,500	0.500 X SF	2,250	0.195 X SF
70,000	150,000	36,500	0.400 X SF	13,950	0.165 X SF
150,000		68,500	0.300 X SF	27,150	0.120 X SF

Notes:

1. If the lot does not contain unusable areas (see usable lot area definition), usable lot area will be the same as lot area.

EXAMPLE:

1. Determine the **USABLE LOT AREA** range in which the subject lot falls. Ex. Subject lot has a usable lot area of 43,560 square feet (1 acre). The range in which it falls is the 10,000—70,000 square foot range (Row 4).
2. Determine the basis for the maximum permitted lot (or building) coverage column 3 (or 5). Ex. Basis for maximum permitted lot coverage for lots with a usable lot area in the 10,000— 70,000 s.f. range is 6,500 square feet (2,250 square feet for building coverage.)
3. Determine the number of square feet by which the usable lot area of the subject lot exceeds the lower limit of the range and multiply it by the factor in Column 4 for lot coverage (or column 6 for building coverage). Ex. $43,560 - 10,000 = 33,560 \text{ SF} \times 0.500 = 16,780 \text{ SF}$ (lot coverage); $43,560 - 10,000 = 33,560 \text{ SF} \times 0.195 = 6,544 \text{ SF}$ (building coverage).
4. Add the basis for the maximum permitted lot (or building) coverage and the additional lot (or building) coverage permitted to find the total permitted lot (or building) coverage for the subject lot. Ex. $6,500 + 16,780 = 23,280 \text{ SF}$ (lot coverage); $2,250 + 6,544 = 8,794 \text{ SF}$ (building coverage).

Attachment 9 - Schedule 5-5

No Change.

Attachment 9A – Schedule 5-5 AHO

**Rumson Borough
Schedule 5-5 AHO**

Maximum Permitted Lot and Building Coverage in Affordable Housing Overlay Districts
Applies in the ROI-5 and MUMFO Affordable Housing Overlay Districts.

Usable Lot Area (SF)		Lot Coverage (SF)		Building Coverage (SF)	
Greater Than (Column 1)	Less than or Equal to (Column 2)	Basis for Maximum Lot Coverage (Column 3)	Lot Coverage Added to Column 3 (Column 4)	Basis for Maximum Building Coverage (Column 5)	Building Coverage Added to Column 5 (Column 6)
-	5,000	-	0.800 X SF	-	0.350 X SF
5,000	10,000	3,750	0.750 X SF	1,750	0.320 X SF
10,000	70,000	7,500	0.700 X SF	3,350	0.280 X SF
70,000	150,000	43,500	0.650 X SF	20,150	0.180 X SF
150,000		83,500	0.500 X SF	34,550	0.120 X SF

Notes:

1. If the lot does not contain unusable areas (see usable lot area definition), usable lot area will be the same as lot area.

EXAMPLE:

1. Determine the USABLE LOT AREA range in which the subject lot falls. Ex. Subject lot has a usable lot area of 43,560 square feet (1 acre). The range in which it falls is the 10,000—70,000 square foot range (Row 4).
2. Determine the basis for the maximum permitted lot (or building) coverage column 3 (or 5). Ex. Basis for maximum permitted lot coverage for lots with a usable lot area in the 10,000— 70,000 s.f. range is 7,500 square feet (3,350 square feet for building coverage.)
3. Determine the number of square feet by which the usable lot area of the subject lot exceeds the lower limit of the range and multiply it by the factor in Column 4 for lot coverage (or column 6 for building coverage). Ex. $43,560 - 10,000 = 33,560 \text{ SF} \times 0.700 = 23,492 \text{ SF}$ (lot coverage); $43,560 - 10,000 = 33,560 \text{ SF} \times 0.280 = 9,397 \text{ SF}$ (building coverage).
4. Add the basis for the maximum permitted lot (or building) coverage and the additional lot (or building) coverage permitted to find the total permitted lot (or building) coverage for the subject lot. Ex. $7,500 + 23,492 = 30,992 \text{ SF}$ (lot coverage); $3,350 + 9,397 = 12,747 \text{ SF}$ (building coverage).

Attachment 10 - Schedule 7-1 through Attachment 11 - Schedule 7-2

No Change.

Attachment 12 - Zoning Map

need to insert new map here

SECTION 2

All Ordinances or parts of Ordinances inconsistent with this Ordinance if held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this Ordinance.

SECTION 3

The Borough Clerk is hereby directed, upon adopt of the Ordinance after public hearing thereon, to publish notice of the passage thereof and to file a copy of this Ordinance as finally adopted with the Monmouth County Planning Board as required by N.J.S.40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Borough Tax Assessor as required by N.J.S.40:49-2.1.

SECTION 4

This Ordinance shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board.

Introduced: November 17, 2020.

Passed and Approved: December 15, 2020.

I hereby approve of the
passing of this ordinance.



Joseph K. Hemphill
Mayor

Attest:



Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

**Rumson Borough
Schedule 5-4 AHO**

Maximum Permitted Lot and Building Coverage in Affordable Housing Overlay Districts

Applies in the ROI-2, ROI-4, and FIIO Affordable Housing Overlay Districts.

Usable Lot Area (SF)		Lot Coverage (SF)		Building Coverage (SF)	
Greater Than (Column 1)	Less than or Equal to (Column 2)	Basis for Maximum Lot Coverage (Column 3)	Lot Coverage Added to Column 3 (Column 4)	Basis for Maximum Building Coverage (Column 5)	Building Coverage Added to Column 5 (Column 6)
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10,000	70,000	6,500	0.500 X SF	2,250	0.195 X SF
70,000	150,000	36,500	0.400 X SF	13,950	0.165 X SF
150,000		68,500	0.300 X SF	27,150	0.120 X SF

Notes:

1. If the lot does not contain unusable areas (see usable lot area definition), usable lot area will be the same as lot area.

EXAMPLE:

1. Determine the USABLE LOT AREA range in which the subject lot falls. Ex. Subject lot has a usable lot area of 43,560 square feet (1 acre). The range in which it falls is the 10,000—70,000 square foot range (Row 4).
2. Determine the basis for the maximum permitted lot (or building) coverage column 3 (or 5). Ex. Basis for maximum permitted lot coverage for lots with a usable lot area in the 10,000— 70,000 s.f. range is 6,500 square feet (2,250 square feet for building coverage.)
3. Determine the number of square feet by which the usable lot area of the subject lot exceeds the lower limit of the range and multiply it by the factor in Column 4 for lot coverage (or column 6 for building coverage). Ex. $43,560 - 10,000 = 33,560 \text{ SF} \times 0.500 = 16,780 \text{ SF}$ (lot coverage); $43,560 - 10,000 = 33,560 \text{ SF} \times 0.195 = 6,544 \text{ SF}$ (building coverage).
4. Add the basis for the maximum permitted lot (or building) coverage and the additional lot (or building) coverage permitted to find the total permitted lot (or building) coverage for the subject lot. Ex. $6,500 + 16,780 = 23,280 \text{ SF}$ (lot coverage); $2,250 + 6,544 = 8,794 \text{ SF}$ (building coverage).

**Rumson Borough
Schedule S-5 AHO**

Maximum Permitted Lot and Building Coverage in Affordable Housing Overlay Districts

Applies in the ROI-5 and MUMFO Affordable Housing Overlay Districts.

Usable Lot Area (SF)		Lot Coverage (SF)		Building Coverage (SF)	
Greater Than (Column 1)	Less than or Equal to (Column 2)	Basis for Maximum Lot Coverage (Column 3)	Lot Coverage Added to Column 3 (Column 4)	Basis for Maximum Building Coverage (Column 5)	Building Coverage Added to Column 5 (Column 6)
-	5,000	-	0.800 X SF	-	0.350 X SF
5,000	10,000	3,750	0.750 X SF	1,750	0.320 X SF
10,000	70,000	7,500	0.700 X SF	3,350	0.280 X SF
70,000	150,000	43,500	0.650 X SF	20,150	0.180 x SF
150,000		83,500	0.500 X SF	34,550	0.120 X SF

Notes:

1. If the lot does not contain unusable areas (see usable lot area definition), usable lot area will be the same as lot area.

EXAMPLE:

1. Determine the USABLE LOT AREA range in which the subject lot falls. Ex. Subject lot has a usable lot area of 43,560 square feet (1 acre). The range in which it falls is the 10,000—70,000 square foot range (Row 4).
2. Determine the basis for the maximum permitted lot (or building) coverage column 3 (or 5). Ex. Basis for maximum permitted lot coverage for lots with a usable lot area in the 10,000— 70,000 s.f. range is 7,500 square feet (3,350 square feet for building coverage.)
3. Determine the number of square feet by which the usable lot area of the subject lot exceeds the lower limit of the range and multiply it by the factor in Column 4 for lot coverage (or column 6 for building coverage). Ex. $43,560 - 10,000 = 33,560 \text{ SF} \times 0.700 = 23,492 \text{ SF}$ (lot coverage); $43,560 - 10,000 = 33,560 \text{ SF} \times 0.280 = 9,397 \text{ SF}$ (building coverage).
4. Add the basis for the maximum permitted lot (or building) coverage and the additional lot (or building) coverage permitted to find the total permitted lot (or building) coverage for the subject lot. Ex. $7,500 + 23,492 = 30,992 \text{ SF}$ (lot coverage); $3,350 + 9,397 = 12,747 \text{ SF}$ (building coverage).

BOROUGH OF RUMSON Monmouth County, New Jersey



ZONING MAP

Adopted by Mayor and Council on _____

MAYOR

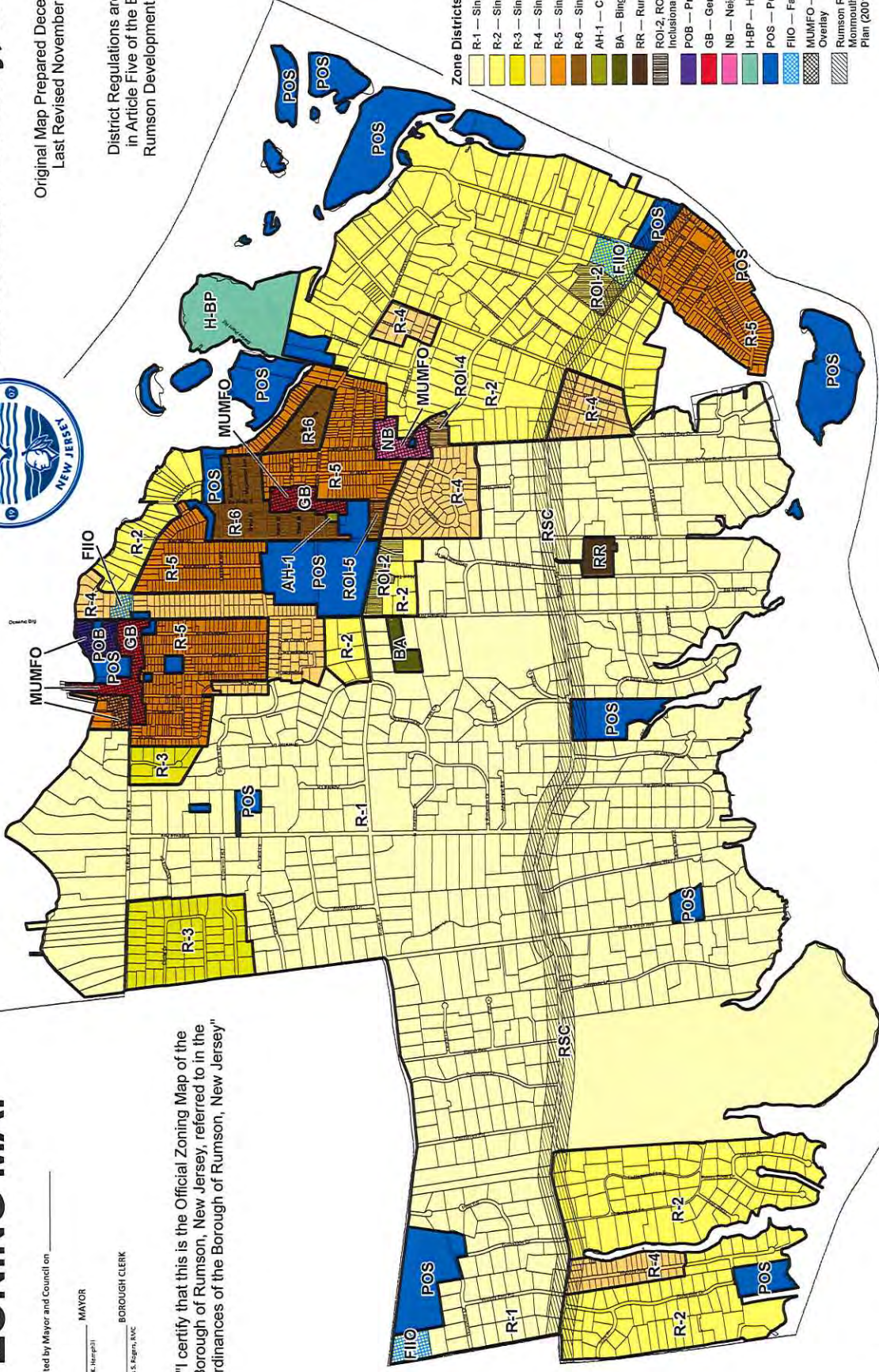
BOROUGH CLERK

Thomas S. Ferguson, LLC

"I certify that this is the Official Zoning Map of the Borough of Rumson, New Jersey, referred to in the Ordinances of the Borough of Rumson, New Jersey"

Original Map Prepared December 6, 1989
Last Revised November 17, 2020

District Regulations are contained
in Article Five of the Borough of
Rumson Development Regulations



- Zone Districts**
- R-1 — Single Family Residential
 - R-2 — Single Family Residential
 - R-3 — Single Family Residential
 - R-4 — Single Family Residential
 - R-5 — Single Family Residential
 - R-6 — Single Family Residential
 - AH-1 — Single Family Residential
 - BA — Bingham Avenue Housing
 - RR — Rumson Road Housing
 - RO1-2, RO1-4, RO1-5 — Residential Overlay Inclusionary
 - POB — Professional Office Building
 - GB — General Business
 - NB — Neighborhood Business
 - H-BP — Historic Barley Point
 - POS — Public Facilities and Open Space
 - FIO — Faith Institution Inclusionary Overlay
 - MUMFO — Mixed-Use and Multi-Family Overlay
 - Rumson Road Scenic Roadway, Monmouth County Scenic Roadway Plan (2001)



Prepared by: REB, 11/17/20
 Drawn by: MJOE, MJOE, Monmouth County, Borough of Rumson
 G:\Projects\8018162\01\GIS\Projects\Zoning Map Update_24-36_cob_11-17-2020.mxd

T&M Associates
 11 Tindall Road
 Middletown, NJ 07748
 Phone: 732-671-6400
 Fax: 732-671-7365

7.C. Affordable Housing Ordinance with Mandatory Setaside Ordinance

20-018 G

AN ORDINANCE TO AMEND THE CODE OF THE BOROUGH OF RUMSON BY AMENDING CHAPTER XXIII AFFORDABLE HOUSING DEVELOPMENT

BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, in the County of Monmouth and State of New Jersey that Chapter XXIII (Affordable Housing Development) of the General Ordinances of the Borough of Rumson is hereby amended or supplemented as follows:

PURPOSE

The purpose of this Ordinance is to Amend Chapter XXIII (Affordable Housing Development) Section 23-3 *Applicability and Mandatory Set-Aside* by revising content, Section 23-25 *Residential Development Fees* to amend fees, and correct previous mis-numbering and a typo, and Section 23-30 *Use of Funds* to correct a previous typo.

Chapter XXIII (Affordable Housing Development) of the General Ordinances of the Borough of Rumson is hereby amended or supplemented as follows (new text is double underlined, text to be deleted is struck through and notations to the reader and changes in subparagraph designations either with or without changes to content are italicized):

SECTION 1.

That Chapter XXIII, Affordable Housing Development, shall be amended to as follows:

CHAPTER XXIII AFFORDABLE HOUSING DEVELOPMENT

23-1 Monitoring and Reporting Requirements through 23-2 Definitions.

No Change.

23-3 Applicability and Mandatory Set-Aside

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of Rumson pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.
2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units and including any developments funded with low-income housing tax credits.
3. If the Borough permits the construction of multi-family or single-family attached residential development that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, ~~at a gross residential density of 6 units to the acre or more~~, the Borough shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning on January 14, 2020. Where applicable within the Borough, this requirement shall apply to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project and including the conversion of a non-residential structure to a residential development, which development consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Borough's Land Use Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation.
4. ~~For any such development for which the Borough's land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permitted residential development as of January 14, 2020, this requirement shall only apply if the Borough permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date of this Agreement. Nothing in this paragraph~~ Section precludes the Borough from imposing an affordable housing set aside in a development

not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law.

5. For all inclusionary projects, regardless if they are for-sale or rental, ~~in which the low and moderate units are to be offered for sale~~, the appropriate affordable housing set-aside percentage is ~~20~~ twenty percent (20%). ~~for projects in which the low and moderate income units are to be offered for rent~~, the appropriate set-aside percentage is 15 percent.

6. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein.

23-4 Alternative Living Arrangements through 23-24 Definitions

No Change.

23-25 Residential Development Fees

A. Imposition of Fees

1) No Change.

2) 1.5% of the increase in equalized assessed value (EAV) due to expansion, full or partial demolition and reconstruction, improvement, and/or alteration of any dwelling unit, which results in a 10% or greater increase in floor area.

3) 1.5% of the increase in equalized assessed value (EAV) due to the construction, expansion, full or partial demolition and reconstruction, improvement, and/or alteration of any accessory building.

2) 4) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

1) No Change.

2) No Change.

3) ~~Any repair, reconstruction or improvement of a structure, the cost of which is less than 50% of the market value of the structure before the improvement or repair is started. For purpose of this section, "market value" shall mean the equalized assessed value of the existing improvement as established by the Borough Tax Assessor. The cost of the repair, reconstruction or improvements shall be determined by an itemized construction cost estimate prepared and submitted to the Construction Official. The estimate shall be signed and sealed by an architect or professional engineer licensed by the State of New Jersey, or where no such professionals are retained, signed by the contractor or the homeowner. Where prepared by the homeowner or contractor, the Borough Engineer may review such estimates for accuracy. "Substantial improvement" is considered to commence when the first alteration of any wall, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure. The term does not, however, include either: The expansion~~

full or partial demolition and reconstruction, improvement, and/or alteration of any dwelling unit which results in less than a 10% increase in floor area shall be exempt. The expansion, full or partial demolition and reconstruction, improvement, and/or alteration of any dwelling unit which results in greater than a 10% increase in floor area shall pay a development fee of 1.5% of the increase in equalized assessed value of the property.

(a) 4) Any project for improvement of a structure to comply with existing state or local building, fire, health, sanitary or safety code specifications which are ~~solely~~ solely necessary to assure safe living conditions; or

(b) 5) Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

4) 6) Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.

5) 7) Nonprofit organizations constructing residential projects which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.

6) 8) Federal, state, county and local governments shall be exempted from paying a development fee.

7) 9) Homes replaced as a result of a natural disaster, fire or flood shall be exempt from the payment of a development fee. (This exemption applies only for the owner of record at the time of the fire, flood, or natural disaster.)

23-26 Non-Residential Development Fees through 23-29 Affordable Housing Trust Fund

No Change.

23-30 Use of Funds

A. through B.

No Change.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to very low-, 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 very low-income households earning 30 percent or less of the regional median household income by household size for ~~Housing Region 2~~, Housing Region 4 in which Rumson 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. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) Affordability assistance to households earning 30 percent or less of the regional median household income by household size may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to

households earning 30 percent or less of median income. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Borough of Rumson, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. through E.

No Change.

23-31 Monitoring through 23-32 Ongoing Collection of Fees

No Change.

SECTION 2.

If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3.

This ordinance shall take effect upon final passage and publication according to law.

Introduced: November 17, 2020.

Passed and Approved: December 15, 2020.

I hereby approve of the
Passing of this ordinance.



Joseph K. Hemphill
Mayor


Attest:



Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator

Appendix 8. Administration Documentation

8.A. Affirmative Marketing Plan + Resolution

2020-1215-145

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR
THE BOROUGH OF RUMSON

WHEREAS, in accordance with applicable Council on Affordable Housing (“COAH”) regulations and the New Jersey Uniform Housing Affordability Controls (“UHAC”) N.J.A.C. 5:80-26, et seq., the Borough of Rumson is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by rehabilitation are affirmatively marketed to very low, low and moderate income households, particularly those living and/or working within Housing Region 4, the Housing Region encompassing the Borough of Rumson; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Rumson, County of Monmouth, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Borough of Rumson shall be marketed in accordance with the provisions herein unless otherwise provided in N.J.A.C. 5:93-1, et seq. This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low, low or moderate income units, including those that are part of the Borough’s prior round Fair Share Plan and its current Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Fair Share Plan.
- B. The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract to the Borough of Rumson. All the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of the affordable unit(s). The exception to this is that the cost of affirmatively marketing the Market to Affordable and/or Accessory Apartment Program may be borne by the Borough, at the Borough’s discretion.
- C. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Borough, shall undertake all the following strategies:
 1. Review, approve and ensure that the developers/sellers/owners publish at least one advertisement in a newspaper of general circulation within the housing region.
 2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
 3. At least one additional regional marketing strategy using one of the other sources listed below at Sec. E of this plan.
- D. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 4 in which the Borough is located and covers the entire period of deed restriction for each restricted housing unit.
- E. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
 1. All newspaper articles, announcements and requests for applications for very low, low, and moderate income units shall appear in the Two River Times, Trenton Times, and Asbury Park Press.

2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers during the first week of the marketing program and subsequently utilizing internet advertisements each month thereafter until all available units have been leased. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Borough's Administrative Agent.

Advertisements will also be placed on the following websites:

Rumson Borough - <http://www.rumsonnj.gov/newannouncements/rumson-affordable-housing-program.html>

New Jersey Housing Resource Center (NJHRC) - <http://www.njhrc.gov>

CGP&H – <http://www.affordablehomesnewjersey.com>

Advertisements posted to NJHRC will occur on or before the earlier of:

- (1) at least 60 days prior to conducting a lottery of the applicants; or
- (2) within one day following when the owner, developer, property manager, or other administrative entity provides any information regarding how to apply for units to prospective applicants or solicits any applications from potential applicants through any other means.

The posting on NJHRC shall include, at a minimum:

- i. The date that the affordable housing units are expected to be completed,
- ii. The date of the lottery,
- iii. The number of affordable housing units,
- iv. An accounting of how many of the affordable housing units will be available to very low, low, and moderate income households, and
- v. Each bedroom size that will be available.

3. The advertisement shall include a description of the:

- i. Street address(es) of the units;
- ii. Directions to the units;
- iii. Range of prices for the units;
- iv. Number of bedrooms in the affordable units (bedroom mix);
- v. Maximum income permitted to qualify for the units;
- vi. Location of applications;
- vii. Business hours when interested households may obtain an application;
- viii. Application fees, if any;
- ix. Number of units currently available; and
- x. Anticipated dates of availability.

4. Advertisements will be broadcast on at least one regional cable television or radio station.

5. Applications shall be mailed by the Administrative Agent to the prospective applications upon request. However, when online preliminary applications are utilized, if prospective applicants do not have internet access, they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call. Locations of applications, brochures, and flyers to affirmatively market the program are listed in attached Appendix II, and will also be made available on the Borough's website. Also, information on how to apply shall be made available at the developer's sales/rental office and shall be mailed or emailed to prospective applicants upon request.

6. The Administrative Agent shall develop, maintain and regularly update a list of community contact person(s) and/or organizations(s) in Monmouth, Ocean, and Mercer Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers. Please see Appendix I for a complete list.

- i. Quarterly informational flyers shall be sent to each of the following agencies with a

request for publication in their journals and for circulation among their members:

Mercer County Board of Realtors
Monmouth/Ocean County Association of Realtors

- ii. Quarterly informational circulars shall be sent to the administrators of each of the following agencies in the counties of and requests to post same shall be sent to the administrators of each of the following agencies within the counties of Monmouth, Ocean, and Mercer:

Welfare or Social Service Board
Rental Assistance Office (local office of DCA)
Offices on Aging or Division of Senior Services
Housing Authority
Community Action Agencies
Community Development Departments

- iii. Quarterly informational shall be sent to the chief personnel administrators of all the major employers within the region as listed in attached Appendix I in accordance with the Region 4 Affirmative Marketing Plan.

- iv. Quarterly informational and copies of press releases and advertisements of the availability of very low, low and moderate-income housing shall be sent to the following additional community and regional organizations:

Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)

New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd.
#775, Brigantine, NJ 08203)

The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)

STEPS (14 Clifton Ave S, Lakewood, NJ, 08701)

Greater Red Bank Branch of the NAACP (P.O. Box 2147, Red Bank, NJ, 07701)

Asbury Park/Neptune Branch of the NAACP (P.O. Box 1143, Asbury Park
07712)

Bayshore Branch of the NAACP (PO Box 865, Matawan, NJ, 07747)

Greater Freehold Branch of the NAACP (P.O. Box 246, Marlboro Annex, NJ,
07746)

Greater Long Branch Branch of the NAACP (38 Memorial Parkway, Long
Branch, NJ, 07740)

Trenton Branch of the NAACP (P.O. Box 1355, Trenton, NJ, 08608)

Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)

- v. The Administrative Agent will also provide specific direct notice to the following community and regional organizations whenever affordable housing units become available in the Borough, listed in attached Appendix II:

Monmouth County Office on Aging (P.O. Box 1255, Freehold, NJ, 07728)

Ocean County Office of Senior Services (1027 Hooper Ave., Toms River, NJ,
08754)

Mercer County Office on Aging (Mercer County Administration Building, P.O.
Box 8068, Trenton, NJ, 08650)

Monmouth County Public Housing Agency (P.O. Box 3000 Freehold NJ, 07728)

Mercer County Library Headquarters (2751 Brunswick Pike, Lawrenceville, NJ, 08648)

Monmouth County Library Headquarters (125 Symmes Drive, Manalapan, NJ, 07726)

Ocean County Library (101 Washington St., Toms River, NJ, 08753)

Rumson Municipal Building (80 East River Rd, Rumson, NJ, 07760)

Oceanic Free Library (109 Avenue of Two Rivers, Rumson, NJ, 07760)

7. A random selection method to select occupants of very low, low and moderate income housing will be used by the Borough's Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l).
8. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4 comprised of Mercer, Ocean, and Monmouth Counties.
9. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.
10. Whenever appropriate, the Administrative Agent shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
11. All developers/owners of very low, low and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy.
12. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary. Please note that in addition to complying with this Borough-wide Affirmative Marketing Plan that the Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in Rumson that is subject to N.J.A.C. 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Borough's Affirmative Marketing Plan as presented herein, and incorporate development specific details and permitted options, all subject to the Administrative Agent's review and approval. The development specific affirmative marketing plans will use the standard form for Region 4, which is attached hereto as Appendix III.
13. The Administrative Agent shall provide the Municipal Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq. and the Order granting the Borough a Final Judgment of Compliance and Repose.

BE IT FURTHER RESOLVED, that the appropriate Borough officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

BE IT FURTHER RESOLVED, that this Resolution shall take effect pursuant to law.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

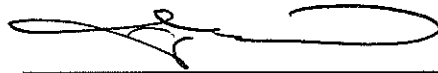
In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



Appendix I

Appendix I – Rumson Affirmative Marketing Mailing List

<u>Business Name</u>	<u>Address1</u>	<u>Address 2</u>	<u>City State Zip</u>	<u>Co.</u>	<u>Type of Organization</u>
Ardena Baptist Church	593 Adelpia Rd.		Freehold, NJ 07728	Monmouth Co.	Religious Buildings
Arm in Arm	61 Nassau Street		Princeton, NJ 08542	Mercer	Social Service Offices/Administration Buildings
Asbury Park Free Public Library	500 1st Avenue		Asbury Park, NJ 07712	Monmouth Co.	Libraries
Asbury Park Press	3601 Highway 66	PO Box 1550	Neptune, NJ 07754	Ocean Co.	Media
AT&T Holmdel	2103 State Route 35		Holmdel, NJ 07733	Monmouth	Major Employer
Atlantic Highlands Public Library	100 First Ave.		Atlantic Highlands, NJ 07716	Monmouth Co.	Libraries
Bayshore NAACP	PO Box 865		Matawan, NJ 07747	Monmouth	Social Service Offices/Administration Buildings
Belmar Public Library	517 Tenth Ave.		Belmar, NJ 07719	Monmouth Co.	Libraries
Beth El Synagogue	50 Maple Stream Rd.		East Windsor, NJ 08520	Mercer Co.	Religious Buildings
Bethany Baptist Church	15 West Farms Rd.		Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
Bethany Lutheran Church	1125 Parkside Ave.		Trenton, NJ 08618	Mercer Co.	Religious Buildings
Bethesda United Methodist Church	Ardena Rd. & Route 524		Adelphia, NJ 07710	Monmouth Co.	Religious Buildings
Bible Baptist Church	1934 Klockner Ave.		Trenton, NJ 08619	Mercer Co.	Religious Buildings
Birth Haven, Inc.	Tina Magarino, Executive Director	4 Academy Street	Newton, NJ 07860		
Bradley Beach Public Library	511 Fourth Ave.		Bradley Beach, NJ 07720	Monmouth Co.	Libraries
Brick Township Board of Education	101 Hendrickson Ave.		Brick, NJ 08724	Ocean Co.	Major Employer
Brick Township Municipal Offices	401 Chambers Bridge Rd.		Brick, NJ 08723	Ocean Co.	Major Employer
Brielle Public Library	610 South St.		Brielle, NJ 08730	Monmouth Co.	Libraries
Bristol-Myers Squibb	100 Nassau Park Blvd #300		Princeton, NJ 08540	Mercer	Major Employer
Brookdale Community College	765 Newman Springs Rd.	Attn: Patricia Sensi	Lincroft, NJ 07738	Monmouth Co.	Major Employer
Cablevision of Monmouth	1501 18th Ave.		Wall, NJ 07719	Monmouth Co.	Media
Calvary Assembly of God	120 Mechanic St		Hightstown, NJ 08520	Mercer Co.	Religious Buildings
Calvary Missionary Baptist Church	735 E. State St.		Trenton, NJ 08609	Mercer Co.	Religious Buildings

Capital Health Systems - Fuld Campus	750 Brunswick Ave.			Trenton, NJ 08638	Mercer Co.	Major Employer
CARcnj	913 Sewall Ave			Asbury Park, NJ 07712	Monmouth	Social Service Offices/Administration Buildings
CARcnj	12 Throckmorton Street			Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
Catholic Campus Ministry	492 Ewingville Rd.			Trenton, NJ 08638	Mercer Co.	Religious Buildings
Centra State Healthcare Systems	901 West Main St.			Freehold, NJ 07728	Monmouth Co.	Major Employer
Chambers Methodist Church	1627 Liberty St.			Trenton, NJ 08629	Mercer Co.	Religious Buildings
Chesterfield Baptist Church	209 Crosswicks Chesterfield Rd.			Chesterfield, NJ 08515	Mercer Co.	Religious Buildings
Church of God of Prophecy	917 S. Clinton Ave.			Trenton, NJ 08611	Mercer Co.	Religious Buildings
Church of Master United Methodist Church	110 Salem Hill Rd.			Howell, NJ 07731	Monmouth Co.	Religious Buildings
Church of St. William the Abbot	2740 Lakewood Allenwood Rd.			Howell, NJ 07731	Monmouth Co.	Religious Buildings
Church of the Nativity National Catholic	102 West 2nd St. & Route 9			Howell, NJ 07731	Monmouth Co.	Religious Buildings
Monmouth County Hall Of Records/Econ Dev	1 East Main St.		Attn: Fredrica Brown	Freehold, NJ 07728	Monmouth Co.	Major Employer
Comcast	90 Lake Dr.			East Windsor, NJ 08520	Mercer Co.	Major Employer
Comcast Cable of Monmouth Co.	403 South St.			Eatontown, NJ 07724	Monmouth Co.	Media
Comcast Cable of Ocean Co.	751 Brick Blvd.			Brick, NJ 08723	Ocean Co.	Media
Comcast of Toms River	830 Route 37 West			Toms River, NJ 08754	Ocean Co.	Media
Community Action Service Center	PO Box 88			Hightstown, NJ 08520	Mercer Co.	Social Service Offices/Administration Buildings
Compass Healthcare Inc	1140 Route 72 W			Manahawkin, NJ 08050	Ocean	Major Employer
Conair	150 Milford Rd.			East Windsor, NJ 08520	Mercer Co.	Major Employer
Concerned Citizens of Ewing, Inc.	320 Hollowbrook Dr.			Ewing, NJ 08638	Mercer Co.	Social Service Offices/Administration Buildings
Congoleum	3500 Quakerbridge Rd.			Mercerville, NJ	Mercer Co.	Major Employer
Congregation Ahavat Achim	106 Windeler Rd.			Howell, NJ 07731	Monmouth Co.	Religious Buildings
Congregation Beth Chaim	329 Village Rd. E.			Princeton Junction, NJ 08550	Mercer Co.	Religious Buildings

Congregation Kol Am	59 Broad Street			Freehold, NJ 07728	Monmouth Co.	Religious Buildings
Congregation Toras Emes	639 Abbington Dr.			East Windsor, NJ 08520	Mercer Co.	Religious Buildings
Corinth Baptist Church	31 Hawthorne Ave.			Trenton, NJ 08638	Mercer Co.	Religious Buildings
Covance	206 Carnegie Center Drive			Princeton, NJ 08540	Mercer	Major Employer
Dana Communications	2 E. Broad St.			Hopewell, NJ 08525	Mercer Co.	Major Employer
Devine Temple Church of God	202 Brinton Ave.			Trenton, NJ 08618	Mercer Co.	Religious Buildings
DPT Lakewood	1200 Paco Way			Lakewood, NJ 08701	Ocean Co.	Major Employer
Durham School Service	1540 Route 539			Little Egg Harbor Twp, NJ 08087	Ocean	Major Employer
East Windsor Regional School District	25A Leshin Lane			Hightstown, NJ 08520	Mercer Co.	Major Employer
East Windsor Senior Center	40 Lanning Blvd.			East Windsor, NJ 08520	Mercer Co.	Social Service Offices/Administration Buildings
Eatontown Public Library	33 Broad St.			Eatontown, NJ 07724	Monmouth Co.	Libraries
Ebenezer Church of God	121 Wayne Ave.			Trenton, NJ 08618	Mercer Co.	Religious Buildings
Educational Testing Service	660 Rosedale Road			Princeton, NJ 08541	Mercer	Major Employer
Emmanuel Pentecostal Temple	203 Hutchinson Rd.			Robbinsville, NJ 08691	Mercer Co.	Religious Buildings
Evans East	104 Windsor Center Dr.			East Windsor, NJ 08520	Mercer Co.	Major Employer
Ewing Branch Library	61 Scotch Rd.			Ewing, NJ 08628	Mercer Co.	Libraries
Ewing Township Schools	2099 Pennington Road			Ewing, NJ 08618-1499	Mercer Co.	Major Employer
Fair Haven Public Library	748 River Rd.			Fair Haven, NJ 07704	Monmouth Co.	Libraries
Fair Share Housing Center	510 Park Blvd			Cherry Hill, NJ 08002	ALL	Social Service Offices/Administration Buildings
First Assembly of God	87 Route 31 S.			Pennington, NJ 08534	Mercer Co.	Religious Buildings
First Baptist Church	125 South Main St.			Hightstown, NJ 08520	Mercer Co.	Religious Buildings
First Baptist Church	128 Centre St.			Trenton, NJ 08611	Mercer Co.	Religious Buildings
First Baptist Southard Church	31 Hilltop Rd.			Howell, NJ 07731	Monmouth Co.	Religious Buildings
First Presbyterian Church	48 River Dr.			Titusville, NJ 08560	Mercer Co.	Religious Buildings
First Presbyterian Church of Hightstown	320 North Main St.			Hightstown, NJ 08520	Mercer Co.	Religious Buildings
Food Town Circus Supermarkets	835 Highway 35, P.O. Box 278	Attn: Nancyanne Fama		Middletown, NJ 07748	Monmouth Co.	Major Employer

Foodarama Supermarkets	10 Centerville Road			Holmdel, NJ 07733	Monmouth Co.	Major Employer
ForDoz Pharma Corp	69 Princeton Hightstown Rd			East Windsor, NJ 08520	Mercer Co.	Major Employer
Freehold Public Library	28 1-2 E. Main St.			Freehold, NJ 07728	Monmouth Co.	Libraries
Freehold Senior Citizens Center	116 Jackson Mills Rd.			Freehold, NJ 07728	Monmouth Co.	Social Service Offices/Administration Buildings
Gaum, Inc.	1080 US Highway 130			Robbinsville, NJ 08691	Mercer Co.	Major Employer
Georgian Court University	900 Lakewood Ave			Lakewood, NJ 08701	Ocean	Major Employer
Grace-St. Paul's Church	3715 E. State St. Ext.			Mercerville, NJ 08619	Mercer Co.	Religious Buildings
Greater Freehold NAACP	PO Box 246			Marlboro, NJ 07746	Monmouth	Social Service Offices/Administration Buildings
Greater Media Newspapers	Attn: Tri-Town News/News Transcript PO Box 950		198 Rt. 9 North, Suite 100	Manalapan, NJ 07726	Monmouth Co.	Media
Greater Red Bank NAACP	PO Box 2147			Red Bank, NJ 07701-2147	Monmouth	Social Service Offices/Administration Buildings
Hackensack Meridian Health Riverview Medical Center	1 Riverview Plaza			Red Bank, NJ 07701	Monmouth	Major Employer
Hamilton Square Baptist Church	3752 Nottingham Way			Trenton, NJ 08690	Mercer Co.	Religious Buildings
Hamilton Township Free Public Library	1 Justice Samuel A. Alito, Jr. Way			Hamilton, NJ 08619	Mercer Co.	Libraries
Hamilton Township Schools	90 Park Ave.			Hamilton Square, NJ 08690	Mercer Co.	Major Employer
Health South Rehabilitation Hospital	14 Hospital Dr.			Toms River, NJ 08755	Ocean Co.	Major Employer
Hickory Corner Branch Library	138 Hickory Corner Rd.			East Windsor, NJ 08520	Mercer Co.	Libraries
Hightstown Church of God	1004 Old Yorke Rd.			East Windsor, NJ 08520	Mercer Co.	Religious Buildings
Hightstown Housing Authority	131 Rogers Avenue			Hightstown, NJ 08520	Mercer	Social Service Offices/Administration Buildings
Hightstown Memorial Library	114 Franklin St.			Hightstown, NJ 08520	Mercer Co.	Libraries
Holy Spirit Lutheran Church	333 North Main St.			Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Homasote	932 Lower Ferry Rd.			Trenton, NJ 08618	Mercer Co.	Major Employer
Hopewell Branch Library	245 Pennington Titusville Rd.			Pennington, NJ 08534	Mercer Co.	Libraries
Hopewell Public Library	13 E. Broad St.			Hopewell, NJ 08525	Mercer Co.	Libraries

Hopewell Valley Regional Schools	425 South Main St.		Pennington, NJ 08534	Mercer Co.	Major Employer
Horizon Blue Cross Blue Shield	1427 Wycoff Rd.	Attn: Jonathan Pearson	Farmingdale, NJ 07727	Monmouth Co.	Major Employer
Hovione	40 Lake Dr.		East Windsor, NJ 08520	Mercer Co.	Major Employer
Howell Baptist Church	1554 Maxim Southard Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
Howell Senior Citizens Center	251 Preventorium Rd.	P.O. Box 580	Howell, NJ 07731	Monmouth Co.	Social Service Offices/Administration Buildings
Immanuel Baptist Church	1244 West Farms Rd.		Howell, NJ 07731	Monmouth Co.	Religious Buildings
International Flavors and Fragrances	State Highway 36	Attn: Silvio Amorosino	Union Beach, NJ 07735	Monmouth Co.	Major Employer
Jackson Premium Outlets	537 Monmouth Road		Jackson, NJ 08527	Ocean	Major Employer
Jackson Township Board of Education	101 Don Connor Blvd.		Jackson, NJ 08527	Ocean Co.	Major Employer
Janssen Pharmaceutical	1125 Trenton Harborton Rd.		Titusville, NJ 08560	Mercer Co.	Major Employer
JCP&L/First Energy	1345 Old Bridge-Englishtown Rd		Old Bridge, NJ 08857	Monmouth Co.	Major Employer
Jenkinsons	300 Ocean Ave.		Point Pleasant, NJ 08742	Ocean Co.	Major Employer
Jerseyville United Methodist Church	8 Howell Rd.		Freehold, NJ 07728	Monmouth Co.	Religious Buildings
John O. Wilson Hamilton Twp. Service Center	169 Wilfred Ave.		Trenton, NJ 08610	Mercer Co.	Social Service Offices/Administration Buildings
Johnson & Johnson	One Johnson & Johnson Plaza		New Brunswick, NJ 08933	Mercer Co.	Major Employer
Joyful Baptist Korean Church	118 Bear Brook Rd.		Princeton, NJ 08540	Mercer Co.	Religious Buildings
King of Kings Community Church	1000 Route 9		Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Lacey Township Board of Education	200 Western Blvd.		Lanoka Harbor, NJ 08734	Ocean Co.	Major Employer
Lakewood Township Board of Education	855 Somerset Ave		Lakewood, NJ 08701	Ocean Co.	Major Employer
Lawrence Headquarters Branch	2751 Brunswick Pike		Lawrenceville, NJ 08648-3099	Mercer Co.	Libraries
Lawrence Rd. Presbyterian Church	1039 Lawrence Rd.		Lawrenceville, NJ 08648	Mercer Co.	Religious Buildings
Lawrence Township Schools	2565 Princeton Pike		Lawrenceville, NJ 08648-3631	Mercer Co.	Major Employer
Lawrence Twp. Community Council, Inc.	295 Eggerts Rd.		Lawrence, NJ 08648	Mercer Co.	Social Service Offices/Administration Buildings

Little Egg Harbor Township-Public Schools-Superintendent	307 Frog Pond Rd			Little Egg Harbor Twp, NJ 08087	Ocean	Major Employer
Little Silver Public Library	484 Prospect Ave.			Little Silver, NJ 07739	Monmouth Co.	Libraries
Long Beach Township Beach Patrol	7910 Long Beach Blvd			Long Beach Township, NJ 08008	Ocean	Major Employer
Long Branch Free Public Library	328 Broadway			Long Branch, NJ 07740	Monmouth Co.	Libraries
Manahawkin Baptist Church	400 Beach Ave			Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Manahawkin Nursing & Rehabilitation Center	1211 Route 72 W			Manahawkin, NJ 08050	Ocean	Major Employer
Manahawkin United Methodist	116 Stafford Ave.			Manahawkin, NJ 08050	Ocean Co.	Religious Buildings
Manasquan Public Library	55 Broad St.			Manasquan, NJ 08736	Monmouth Co.	Libraries
Manchester Board of Education	121 Route 539		P.O. Box 4100	Whiting, NJ 08759	Ocean Co.	Major Employer
Matawan-Aberdeen Public Library	165 Main St.			Matawan, NJ 07747	Monmouth Co.	Libraries
McGraw Hill	120 Windsor Center Dr.			East Windsor, NJ 08520	Mercer Co.	Major Employer
Mercer Co. Board of Education	1075 Old Trenton Rd.			Trenton, NJ 08618	Mercer Co.	Major Employer
Mercer Co. Board of Social Services	200 Woolverton St.		P.O. Box 1450	Trenton, NJ 08650	Mercer Co.	Social Service Offices/Administration Buildings
Mercer Co. Special Services School District	1020 Old Trenton Rd.			Hamilton, NJ 08690-1230	Mercer Co.	Major Employer
Mercer Co. Vocational School District	1085 Old Trenton Rd.			Trenton, NJ 08690-1229	Mercer Co.	Major Employer
Mercer County Association of REALTORS	1428 Brunswick Avenue			Trenton N.J. 08638	Mercer	Major Employer
Mercer County Department of Human Services	640 S. Broad Street		P. O. Box 8068	Trenton, NJ 08650-0068	Mercer	Social Service Offices/Administration Buildings
Mercer County Dept of Housing & Community Development	640 S. Broad Street		P. O. Box 8068	Trenton, NJ 08650-0068	Mercer	Social Service Offices/Administration Buildings
Mercer County Office on Aging	640 S. Broad Street		P. O. Box 8068	Trenton, NJ 08650-0068	Mercer	Social Service Offices/Administration Buildings
Meridian Health - Ocean Medical Center	415 Jack Martin Blvd.			Brick, NJ 08724	Ocean Co.	Major Employer
Meridian Health Systems	1350 Campus Parkway Ste 110			Wall Township, NJ 07753	Monmouth Co.	Major Employer

Merrill Lynch & Co.	1300 Merrill Lynch Drive			Pennington, NJ 08534		Major Employer
Merrill Lynch Bank of America	7 Roszel Road	Floor 04		Princeton, NJ 08540	Mercer Co.	Major Employer
Middletown Township Public Library	55 New Monmouth Rd.			Middletown, NJ 07748	Monmouth Co.	Libraries
Monmouth Beach Public Library	18 Willow Ave.			Monmouth Beach, NJ 07750	Monmouth Co.	Libraries
Monmouth Co. Division of Social Services	P.O. Box 3000	Koslowski Rd.		Freehold, NJ 07728	Monmouth Co.	Social Service Offices/Administration Buildings
Monmouth Co. Hall of Records	Hall of Records			Freehold, NJ 07728	Monmouth Co.	Libraries
Monmouth Co. Human Services	3000 Koslowski Rd.			Freehold, NJ 07728	Monmouth Co.	Social Service Offices/Administration Buildings
Monmouth Co. Human Services	2405 Route 66			Ocean, NJ 07712	Monmouth Co.	Social Service Offices/Administration Buildings
Monmouth Co. Library	125 Symmes Dr.			Manalapan, NJ 07726	Monmouth Co.	Libraries
Monmouth Co. Library - Allentown	16 S. Main St.			Allentown, NJ 08501	Monmouth Co.	Libraries
Monmouth Co. Library - Eastern Branch	1001 Route 35			Shrewsbury, NJ 07702	Monmouth Co.	Libraries
Monmouth Co. Library- Hazlet	251 Middle Rd.			Hazlet, NJ 07730	Monmouth Co.	Libraries
Monmouth Co. Library- Holmdel	101 Crawfords Corner Rd.	Suite 2110		Holmdel, NJ 07733	Monmouth Co.	Libraries
Monmouth Co. Library- Howell	318 Old Tavern Rd.			Howell, NJ 07731	Monmouth Co.	Libraries
Monmouth Co. Library- Marlboro	1 Library Ct & Wyncrest Dr.			Marlboro, NJ 07746	Monmouth Co.	Libraries
Monmouth Co. Library- Ocean	701 Deal Rd			Ocean, NJ 07712	Monmouth Co.	Libraries
Monmouth Co. Library- Wall	2700 Allaire Rd			Wall, NJ 07719	Monmouth Co.	Libraries
Monmouth County Community Development	Monmouth County Hall of Records	One East Main Street, P.O. Box 1255		Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
Monmouth County Department of Human Services	Monmouth County Hall of Records	One East Main Street, P.O. Box 1255		Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
Monmouth County Office on Aging	3000 Kozloski Road			Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
Monmouth County Public Housing Agency	3000 Kozloski Road			Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings

Monmouth Housing Alliance	3535 State Route 66 Ste 4			Neptune, NJ 07753	Monmouth Co.	Social Service Offices/Administration Buildings
Monmouth Medical Center	300 Second Ave.	Attn: Bruce Pardo		Long Branch, NJ 07740	Monmouth Co.	Major Employer
Monmouth Ocean Regional Realtors	One Hovchild Plaza	4000 Route 66		Tinton Falls, NJ 07753	Monmouth/Ocean	
Monmouth University	400 Cedar Avenue			West Long Branch, NJ 07764	Monmouth Co.	Major Employer
NAAACP Ocean County/Lakewood Branch	PO Box 836			Lakewood, NJ 08701	Ocean	Social Service Offices/Administration Buildings
NAAACP Toms River Branch	PO Box 5144			Toms River, NJ 08754	Ocean	Social Service Offices/Administration Buildings
Naval Weapons Station Earle Neptune Township Public Library	201 State Highway 34			Colts Neck, NJ 07722	Monmouth	Major Employer
New Jersey Housing Resource Center	25 Neptune Blvd.			Neptune, NJ 07753	Monmouth Co.	Libraries
NJ Department of Community Affairs	637 South Clinton Ave	PO Box 18550		Trenton, NJ 08650	ALL	Social Service Offices/Administration Buildings
NJ Department of Community Affairs Homeless Prevention	Division of Housing and Community Resources	101 South Broad Street, PO Box 806		Trenton, NJ 08625-0806	Mercer	Social Service Offices/Administration Buildings
NJ Manufacturers Insurance	1510 Hooper Ave			Toms River, NJ 08753	Ocean	Social Service Offices/Administration Buildings
NJ Resources Corporation	P.O. Box 1428	301 Sullivan Way		West Trenton, NJ 08628	Mercer Co.	Major Employer
NJ State Library	1415 Wycoff Rd.	Attn: Betty Moerschel		Wall, NJ 07719	Monmouth Co.	Major Employer
Norkus Enterprises	P.O. Box 520			Trenton, NJ 08650	Mercer Co.	Libraries
NovaCare Rehabilitation	505 Richmond Ave.	Attn: Louise Horowitz		Point Pleasant, NJ 08742	Monmouth Co.	Major Employer
Ocean Acres Elementary School	1001 Center St			Little Egg Harbor Twp, NJ 08087	Ocean	Major Employer
Ocean City Housing Authority	489 Nautilus Dr			Manahawkin, NJ 08050	Ocean	Major Employer
Ocean Co. Administration Building	204 4th Street			Ocean City, NJ 08226	Ocean	Social Service Offices/Administration Buildings
	101 Hooper Ave.			Toms River, 08754	Ocean Co.	Libraries

Ocean Co. Board of Social Services	1027 Hooper Ave.		P.O. Box 547	Toms River, NJ 08754	Ocean Co.	Social Service Offices/Administration Buildings
Ocean Co. Board of Social Services	North Ocean Co. Resource Center		225 Fourth St.	Lakewood, NJ 08701	Ocean Co.	Social Service Offices/Administration Buildings
Ocean Co. College	College Dr.		P.O. Box 2001	Toms River, NJ 08754	Ocean Co.	Major Employer
Ocean Co. Library - Barnegat Branch	112 Burr St.			Barnegat, NJ 08005	Ocean Co.	Libraries
Ocean Co. Library - Bay Head Reading Center	136 Meadow Ave			Bay Head, NJ 08742	Ocean Co.	Libraries
Ocean Co. Library - Beachwood Branch	126 Beachwood Blvd			Beachwood, NJ 08722	Ocean Co.	Libraries
Ocean Co. Library - Berkeley Branch	30 Station Rd			Bayville, NJ 08721	Ocean Co.	Libraries
Ocean Co. Library - Brick Branch	301 Chambers Bridge Rd			Brick, NJ 08723	Ocean Co.	Libraries
Ocean Co. Library - Island Heights Branch	P.O Box 1127		121 Central Ave	Island Heights, NJ 08732	Ocean Co.	Libraries
Ocean Co. Library - Jackson Branch	2 Jackson Dr.			Jackson, NJ 08527	Ocean Co.	Libraries
Ocean Co. Library - Lacey Branch	10 East Lacey Rd			Forked River, NJ 08731	Ocean Co.	Libraries
Ocean Co. Library - Lakewood Branch	301 Lexington Ave.			Lakewood, NJ 08701	Ocean Co.	Libraries
Ocean Co. Library - Little Egg Harbor Branch	290 Mathistown Rd			Little Egg Harbor, NJ 08087	Ocean Co.	Libraries
Ocean Co. Library - Long Beach Island Branch	217 S. Central Ave			Surf City, NJ 08008	Ocean Co.	Libraries
Ocean Co. Library - Manchester Branch	21 Colonial Dr			Manchester, NJ 08759	Ocean Co.	Libraries
Ocean Co. Library - Plumsted Branch	119 Evergreen Rd			New Egypt, NJ 08533	Ocean Co.	Libraries
Ocean Co. Library - Point Pleasant Branch	834 Beaver Dam Rd			Pt. Pleasant, NJ 08742	Ocean Co.	Libraries
Ocean Co. Library - Pt. Pleasant Beach Branch	710 McLean Ave			Pt. Pleasant Beach, NJ 08742	Ocean Co.	Libraries
Ocean Co. Library - Stafford Branch	129 N. Main St.			Manahawkin, NJ 08050	Ocean Co.	Libraries
Ocean Co. Library - Toms River Branch	101 Washington St			Toms River, NJ 08753	Ocean Co.	Libraries
Ocean Co. Library - Tuckerton Branch	380 Bay Ave			Tuckerton, NJ 08087	Ocean Co.	Libraries
Ocean Co. Library - Upper Shores Branch	112 Jersey City Ave			Lavallette, NJ 08735	Ocean Co.	Libraries

Ocean Co. Library - Waretown Branch	112 Main St			Waretown, NJ 08758	Ocean Co.	Libraries
Ocean Co. Library - Whiting Branch	400 Lacey Rd.			Whiting, NJ 08759 Manahawkin, NJ 08050	Ocean Co.	Libraries
Ocean Community Church	1492 Route 72 West			Toms River, NJ 08754-2191	Ocean Co.	Religious Buildings Social Service Offices/Administration Buildings
Ocean County Administrative Offices	PO Box 2191			Toms River, N.J. 08754-2191	Ocean	Social Service Offices/Administration Buildings
Ocean County Board of Chosen Freeholders	P.O. Box 2191			Toms River, NJ 08755	Ocean	
Ocean County Board of Realtors	271 Lakehurst Road			Toms River, NJ 08754-2191	Ocean	Social Service Offices/Administration Buildings
Ocean County Community Development	129 Hooper Ave.		PO Box 2191	Toms River, NJ 08753	Ocean	Social Service Offices/Administration Buildings
Ocean County Department of Human Services	101 Hooper Avenue			Lakewood, NJ 08701	Ocean	Social Service Offices/Administration Buildings
Ocean County Lakewood Chapter of the NAACP	14 Clifton Ave South			Toms River, NJ 08754	Ocean	Social Service Offices/Administration Buildings
Ocean County Office on Aging	1027 Hooper Avenue		Building 2, 1st Floor	Brick, NJ 08724	Monmouth	Major Employer
Ocean Medical Center	425 Jack Martin Boulevard			Toms River, NJ 08754	Ocean	Social Service Offices/Administration Buildings
OCEAN, INC	P.O. Box 1029			Rumson, NJ 07760	Monmouth Co.	Libraries
Oceanic Free Library	109 Ave. Of Two Rivers			Howell, NJ 07731	Monmouth Co.	Religious Buildings
Open Door Bible Baptist Church	521 Lakewood Farmingdale Rd.			West Trenton, NJ 08628	Mercer Co.	Religious Buildings
Our Lady of Good Counsel	137 W. Upper Ferry Rd.			Mercerville, NJ 08619	Mercer Co.	Religious Buildings
Our Lady of Sorrows	3816 E. State St. Ext.			Hightstown, NJ 08520	Mercer Co.	Major Employer
Peddie School	201 S Main Street			Plainsboro, NJ 08536	Mercer	Major Employer
Penn Medicine Princeton Medical Cener	One Plainsboro Road			Pennington, NJ 08534	Mercer Co.	Libraries
Pennington Free Public Library	30 N. Main St.			Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
Pierce Memorial Presbyterian	40 Main St.			Red Bank, NJ, 07701	Monmouth	Religious Buildings
Pilgrim Baptist Church	172 Shrewsbury Ave					Religious Buildings

Point Pleasant Beach Ocean Star	13 Broad St.			Manasquan, NJ 08736	Ocean Co.	Media
Prince of Peace Lutheran Church	177 Princeton Hightstown Rd.			Princeton Junction, NJ 08550	Mercer Co.	Religious Buildings
Prince of Peace Lutheran Church	434 East Aldrich Rd.			Howell, NJ 07731	Monmouth Co.	Religious Buildings
Princeton Housing Authority	1 Redding Circle			Princeton, NJ 08540	Mercer	Social Service Offices/Administration Buildings
Princeton Packet/Central Jersey.com	198 Route 9 N	Suite 100		Manalapan, NJ 07726	Monmouth	Media
Princeton Public Library	65 Witherspoon St.			Princeton, NJ 08542	Mercer Co.	Libraries
Princeton Regional School District	25 Valley Rd.			Princeton, NJ 08540	Mercer Co.	Major Employer
Princeton Senior Resource Center	The Suzanne Patterson Building		45 Stockton Street	Princeton, NJ 08540	Mercer	Social Service Offices/Administration Buildings
Princeton Senior Resource Center	179 Spruce Circle			Princeton, NJ 08540	Mercer	Social Service Offices/Administration Buildings
Princeton Theological Seminary	P.O. Box 821		64 Mercer Street	Princeton, NJ 08542-0803	Mercer	Major Employer
Princeton University	Office of Human Resources		2 New South	Princeton, NJ 08544	Mercer	Major Employer
Princeton University Firestone Library	Public Administration Collection		Firestone A-17-J-1	Princeton, NJ 08544	Mercer Co.	Libraries
Red Bank Affordable Housing Corporation	166 Shrewsbury Ave			Red Bank, NJ, 07701	Monmouth	
Red Bank Public Library	84 W. Front St.			Red Bank, NJ 07701	Monmouth Co.	Libraries
Rider University	Franklin F. Moore Library		2083 Lawrenceville Rd	Lawrenceville, NJ 08648-3099	Mercer Co.	Libraries
Robbinsville Baptist Church	22 Main St.			Robbinsville, NJ 08691	Mercer Co.	Religious Buildings
Robbinsville Branch Library	42 Allentown- Robbinsville Rd.			Robbinsville, NJ 08691	Mercer Co.	Libraries
Robbinsville Township Schools	155 Robbinsville-Edinburg Rd.			Robbinsville, NJ 08691	Mercer Co.	Major Employer
Robert Wood Johnson University Hospital	1 Hamilton Health Plaza			Trenton, NJ 08618	Mercer Co.	Major Employer
Roscoe L. West Library	College of New Jersey		2000 Pennington Rd.	Ewing, NJ 08618-1499	Mercer Co.	Libraries
RWJ- Rehab	1400 Lower Ferry Road			Ewing, NJ 08638	Mercer	Major Employer
Saint Barnabas Health Care Systems	368 Lakehurst Rd., Suite 203			Toms River, NJ 08755	Ocean Co.	Major Employer
Saint David the King Church	1 New Village Rd.			Princeton Junction, NJ 08550	Mercer Co.	Religious Buildings

Saint Francis Community Center	4700 Long Beach Blvd			Long Beach Township, NJ 08008	Ocean	Social Service Offices/Administration Buildings
Saker Shoprite	10 Centerville Road			Holmdel, NJ 07733	Monmouth	Major Employer
Sea Bright Library	1097 Ocean Ave			Sea Bright, NJ 07760	Monmouth Co.	Libraries
Sea Girt Library	321 Baltimore Blvd.			Sea Girt, NJ 08750	Monmouth Co.	Libraries
Seventh Day Adventist Church of Hightstown	116 Broad St.			Hightstown, NJ 08520	Mercer Co.	Religious Buildings
Shiloh Baptist Church	340 Reverand S Howard Woodson			Trenton, NJ 08618	Mercer	Religious Buildings
Shiseido America	366 Princeton-Hightstown Rd.			Hightstown, NJ 08520	Mercer Co.	Major Employer
Six Flags	Route 537		P.O. Box 120	Jackson, NJ 08527	Ocean Co.	Major Employer
Southern Ocean Co. Hospital	1140 Route 72 West			Manahawkin, NJ 08050	Ocean Co.	Major Employer
Southern Regional School District	105 Cedar Bridge Rd.			Manahawkin, NJ 08050	Ocean Co.	Major Employer
Spring Lake Public Library	1501 Third Ave.			Spring Lake, NJ 07762	Monmouth Co.	Libraries
Squankum United Methodist Church	45 Old Tavern Rd.			Howell, NJ 07731	Monmouth Co.	Religious Buildings
St. Alexander Nevsky Russian Orthodox	200 Alexander Ave.			Howell, NJ 07731	Monmouth Co.	Religious Buildings
St. Ann's Roman Catholic Church	1253 Lawrenceville Rd.			Trenton, NJ 08648	Mercer Co.	Religious Buildings
St. Anthony of Padua Roman Catholic Church	251 Franklin St.			Hightstown, NJ 08520	Mercer Co.	Religious Buildings
St. Catherines Roman Catholic Church	31 Asbury Rd			Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
St. Francis Medical Center	601 Hamilton Ave.			Trenton, NJ 08629	Mercer Co.	Major Employer
St. James African Methodist Episcopal Church	413 Summit St.			Hightstown, NJ 08520	Mercer Co.	Religious Buildings
St. James Church	115 E. Delaware Ave.			Pennington, NJ 08534	Mercer Co.	Religious Buildings
St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd.			Lawrenceville, NJ 08648	Mercer Co.	Major Employer
St. Paul Parish	216 Nassau Street			Princeton, NJ 08542-4604	Mercer	Religious Buildings
St. Pauls Lutheran Church	79 One Mile Rd. Extension			East Windsor, NJ 08520	Mercer Co.	Religious Buildings
St. Veronica's Roman Catholic Church	4215 US 9 North			Howell, NJ 07731	Monmouth Co.	Religious Buildings
St. Vincent's Catholic Church	555 Yardville Allentown Rd.			Yardville, NJ 08620	Mercer Co.	Religious Buildings
Star-Ledger	1 Star Ledger Plaza			Newark, NJ 07102	Ocean Co.	Media

STEPS	14 Clifton Ave South	Lakewood, NJ 08701	Ocean Co.	Social Service Offices/Administration Buildings
Supportive Housing Association	185 Valley Street	South Orange, NJ 07079	Essex	Social Service Offices/Administration Buildings
Temple Beth Am	1235 Highway 70	Lakewood, NJ 08701	Monmouth Co.	Religious Buildings
The ARC of Ocean County	815 Cedar Bridge Avenue	Lakewood, NJ 08701	Ocean Co.	Social Service Offices/Administration Buildings
The Asbury Park/Neptune Branch of the NAACP	PO Box 1143	Asbury Park, NJ 07712	Monmouth	Social Service Offices/Administration Buildings
The College of New Jersey	2000 Pennington Rd.	Ewing, NJ 08628	Mercer Co.	Major Employer
The Latino Action Network	PO Box 943	Freehold, NJ 07728	Monmouth	Social Service Offices/Administration Buildings
The NAACP of Greater Long Branch	231 Wilbur Ray Avenue	Long Branch, NJ 07740	Monmouth	Social Service Offices/Administration Buildings
The New Jersey State Conference of the NAACP	4326 Harbor Beach Blvd. #775	Brigantine, NJ 08203	Atlantic	Social Service Offices/Administration Buildings
The Salvation Army Trenton	575 E State St.	Trenton, NJ 08601	Mercer	Social Service Offices/Administration Buildings
The Trenton Times	413 River View Plaza	Trenton, NJ 08611	Mercer Co.	Major Employer
The Trentonian	600 Perry St.	Trenton, NJ 08618	Mercer Co.	Media
Tinton Falls Public Library	664 Tinton Ave.	Tinton Falls, NJ 07724	Monmouth Co.	Libraries
Toms River Municipal Offices	33 Washington St.	Toms River, NJ 08753	Ocean Co.	Major Employer
Toms River Regional School District	1144 Hooper Ave.	Toms River, NJ 08753	Ocean Co.	Major Employer
Trac Intermodal	750 College Road East	Princeton, NJ 08540	Mercer	Major Employer
Trenton Free Public Library	120 Academy St.	Trenton, NJ 08608	Mercer Co.	Libraries
Trenton Housing Authority	875 New Willow Street	Trenton, NJ 08638	Mercer	Social Service Offices/Administration Buildings
Trenton NAACP/NJ NAACP State Office	15 W Front Street	Trenton, NJ 08608	Mercer	Social Service Offices/Administration Buildings
Trenton Schools	108 North Clinton Ave.	Trenton, NJ 08609	Mercer Co.	Major Employer

Trenton Times	413 River View Plaza			Trenton, NJ 08611-3427	Mercer Co.	Media
Twin Rivers Branch Library	276 Abbingdon Dr.			East Windsor, NJ 08520	Mercer Co.	Libraries
Union Beach Memorial Library	810 Union Ave.			Union Beach, NJ 07735	Monmouth Co.	Libraries
United Way Greater Mercer	3150 Brunswick Pike, Ste 230			Lawrenceville, NJ 08648	Mercer Co.	Social Service Offices/Administration Buildings
United Way Monmouth Co.	1415 Wycoff Rd.			Farmingdale, NJ 07727	Monmouth Co.	Social Service Offices/Administration Buildings
United Way Ocean Co.	253 Chestnut Street			Toms River, NJ 08753	Ocean Co.	Social Service Offices/Administration Buildings
VA NJ Health Care System - Joni Owen, LCSW	151 Knollcroft Rd., Bldg. 53		Mail code 116D-C34B	Lyons, NJ 07939-5000		Social Service Offices/Administration Buildings
Veteran Services	2280 Hamilton Ave.			Hamilton, NJ 08619	Mercer Co.	Social Service Offices/Administration Buildings
Vonage	23 Main St			Holmdel, NJ 07733	Monmouth Co.	Major Employer
West Farms United Methodist Church	153 Casino Dr.			Farmingdale, NJ 07727	Monmouth Co.	Religious Buildings
West Long Branch Public Library	95 Poplar Ave.			West Long Branch, NJ 07764	Monmouth Co.	Libraries
West Windsor-Plainsboro Regional Schools	505 Village Rd. West		P.O. Box 505	Princeton Junction, NJ 08550	Mercer Co.	Major Employer
Westminster Choir College of Rider University	2083 Lawrenceville Road			Lawrenceville, NJ 08648	Mercer	Major Employer
Windsor Heights Herald/Central Jersey	198 Route 9, Suite 100			Manalapan, NJ 07726	Monmouth	Media
Witherspoon Street Presbyterian Church	112 Witherspoon Street			Princeton, NJ 08542	Mercer	Religious Buildings
Rainbow Foundation	PO Box 545			New Monmouth, NJ 07748	Monmouth	Social Service Offices/Administration Buildings
STEPS	PO Box 728			Toms River, NJ 08754-0728	Ocean	Social Service Offices/Administration Buildings

Appendix II

Appendix II – Rumson Preliminary Application Distribution List

<u>Business Name</u>	<u>Address1</u>	<u>Address 2</u>	<u>City State Zip</u>
Monmouth Co. Office on Aging	21 Main and Court Center	PO Box 1255	Freehold, NJ 07728
Ocean Co. Office of Senior Services	1027 Hooper Avenue		Toms River, NJ 08754-2191
Mercer Co. Office on Aging	Mercer Co. Administration Bldg.	PO Box 8068	Trenton, NJ 08650-0068
Monmouth Co. Public Housing Agency	Monmouth Co. Division of Social Services	PO Box 3000	Freehold, NJ 07728
Mercer Co. Library Headquarters	2751 Brunswick Pike		Lawrenceville, NJ 08648
Monmouth Co. Headquarters Library	125 Symmes Drive		Manalapan, NJ 07726
Ocean Co. Library	101 Washington Street		Toms River, NJ 08753
Borough of Rumson	80 East River Road		Rumson, NJ 07760
Oceanic Free Library	109 Ave. Of Two Rivers		Rumson, NJ 07760

Appendix III

Appendix III
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
 For Affordable Housing in **(REGION 4)**

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. Development or Program Name, Address	
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:		
1h. County Mercer, Monmouth, Ocean		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

(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.
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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)			
<input type="checkbox"/> White (non-Hispanic) <input checked="" type="checkbox"/> Black (non-Hispanic) <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Other group:			
3b. HOUSING RESOURCE CENTER (www.njhousing.gov) A free, online listing of affordable housing <input type="checkbox"/>			
3c. Commercial Media (required) (Check all that applies)			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 4			
Daily Newspaper			
<input type="checkbox"/>		Star-Ledger	
TARGETS PARTIAL HOUSING REGION 4			
Daily Newspaper			
<input checked="" type="checkbox"/>		Trenton Times	Mercer
<input type="checkbox"/>		Trentonian	Mercer
<input checked="" type="checkbox"/>		Asbury Park Press	Monmouth, Ocean
<input type="checkbox"/>		Ocean County Observer	Ocean
Weekly Newspaper			
<input type="checkbox"/>		Ewing Observer	Mercer
<input type="checkbox"/>		Hopewell Valley News	Mercer
<input type="checkbox"/>		Lawrence Ledger	Mercer
<input type="checkbox"/>		Pennington Post	Mercer
<input type="checkbox"/>		Princeton Town Topics	Mercer
<input type="checkbox"/>		Tempo Mercer	Mercer
<input type="checkbox"/>		Trenton Downtowner	Mercer
<input type="checkbox"/>		Windsor Heights Herald	Mercer
<input type="checkbox"/>		West Windsor-Plainsboro News	Mercer, Middlesex
<input type="checkbox"/>		Princeton Packet	Mercer, Middlesex, Somerset
<input type="checkbox"/>		Messenger-Press	Mercer, Monmouth, Ocean
<input type="checkbox"/>		Woodbridge Sentinel	Middlesex
<input type="checkbox"/>		Atlanticville	Monmouth

<input type="checkbox"/>		Coaster	Monmouth
<input type="checkbox"/>		Courier	Monmouth
<input type="checkbox"/>		Examiner	Monmouth
<input type="checkbox"/>		Hub, The	Monmouth
<input type="checkbox"/>		Independent, The	Monmouth
<input type="checkbox"/>		News Transcript	Monmouth
X		Two River Times	Monmouth
<input type="checkbox"/>		Coast Star, The	Monmouth, Ocean
<input type="checkbox"/>		Beach Haven Times	Ocean
<input type="checkbox"/>		Beacon, The	Ocean
<input type="checkbox"/>		Berkeley Times	Ocean
<input type="checkbox"/>		Brick Bulletin	Ocean
<input type="checkbox"/>		Brick Times	Ocean
<input type="checkbox"/>		Jackson Times	Ocean
<input type="checkbox"/>		Lacey Beacon	Ocean
<input type="checkbox"/>		Manchester Times	Ocean
<input type="checkbox"/>		New Egypt Press	Ocean
<input type="checkbox"/>		Ocean County Journal	Ocean
<input type="checkbox"/>		Ocean Star, The	Ocean
<input type="checkbox"/>		Tri-Town News	Ocean
<input type="checkbox"/>		Tuckerton Beacon	Ocean
<input type="checkbox"/>		Atlantic Highlands Herald	Monmouth

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
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TARGETS ENTIRE HOUSING REGION 4

<input type="checkbox"/>		2 WCBS-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	

<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		11 WPIX WPIX, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
TARGETS PARTIAL HOUSING REGION 4			
<input type="checkbox"/>		25 W25AW WZBN TV, Inc.	Mercer
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Mercer
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Mercer
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corp.	Mercer
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Mercer
<input type="checkbox"/>		41 WXTV WXTV License Partnership, G.P. (Univision Communications Inc.)	Mercer, Monmouth
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Mercer, Ocean
<input type="checkbox"/>		12 WHYI-TV WHYI, Inc.	Mercer, Ocean
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Mercer, Ocean
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Mercer, Ocean
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Mercer, Ocean
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Mercer, Ocean
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Mercer, Ocean
<input type="checkbox"/>		57 WPSG CBS Broadcasting Inc.	Mercer, Ocean
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, LLC	Mercer, Ocean

<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Mercer, Ocean
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Monmouth
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, LLC	Monmouth
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Monmouth
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	Monmouth
<input type="checkbox"/>		68 WFUT-TV Univision New York LLC	Monmouth, Ocean (Spanish)
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, LLC	Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL HOUSING REGION 4			
<input type="checkbox"/>		Cablevision of Hamilton	Partial Mercer, Monmouth
<input type="checkbox"/>		Comcast of Central NJ,	Partial Mercer, Monmouth
<input type="checkbox"/>		Patriot Media & Communications, CNJ	Partial Mercer
<input type="checkbox"/>		Cablevision of Monmouth, Raritan Valley	Partial Monmouth
<input type="checkbox"/>		Comcast of Mercer County, Southeast Pennsylvania	Partial Middlesex
<input type="checkbox"/>		Comcast of Monmouth County	Partial Monmouth, Ocean
<input type="checkbox"/>		Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
AM			
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WPST 94.5	
FM			

<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WPRB 103.3	
TARGETS PARTIAL HOUSING REGION 4			
AM			
<input type="checkbox"/>		WFIL 560	Mercer, Monmouth
<input type="checkbox"/>		WMCA 570	Monmouth, Ocean
<input type="checkbox"/>		WFAN 660	Mercer, Monmouth
<input type="checkbox"/>		WNYC 820	Mercer, Monmouth
<input type="checkbox"/>		WWBD 860	Mercer
<input type="checkbox"/>		WPHY 920	Mercer
<input type="checkbox"/>		WNTP 990	Mercer
<input type="checkbox"/>		WCHR 1040	Mercer
<input type="checkbox"/>		WOBM 1160	Monmouth, Ocean
<input type="checkbox"/>		WWTR 1170	Mercer
<input type="checkbox"/>		WPHT 1210	Mercer, Monmouth
<input type="checkbox"/>		WBUD 1260	Mercer, Monmouth
<input type="checkbox"/>		WIMG 1300	Mercer
<input type="checkbox"/>		WADB 1310	Monmouth, Ocean
<input type="checkbox"/>		WHTG 1410	Monmouth
<input type="checkbox"/>		WCTC 1450	Mercer, Monmouth
<input type="checkbox"/>		WBCB 1490	Mercer
<input type="checkbox"/>		WTTM 1680	Mercer, Monmouth
FM			
<input type="checkbox"/>		WNJT-FM 88.1	Mercer
<input type="checkbox"/>		WWFM 89.1	Mercer, Monmouth
<input type="checkbox"/>		WRDR 89.7	Monmouth, Ocean
<input type="checkbox"/>		WRTI 90.1	Mercer
<input type="checkbox"/>		WBJB-FM 90.5	Monmouth
<input type="checkbox"/>		WWNJ 91.1	Ocean
<input type="checkbox"/>		WTSR 91.3	Mercer
<input type="checkbox"/>		WBGD 91.9	Ocean

<input type="checkbox"/>		WFNY-FM 92.3	Mercer, Monmouth
<input type="checkbox"/>		WXTU 92.5	Mercer
<input type="checkbox"/>		WOBM-FM 92.7	Ocean
<input type="checkbox"/>		WPAT-FM 93.1	Mercer, Monmouth
<input type="checkbox"/>		WMMR 93.3	Mercer
<input type="checkbox"/>		WNYC-FM 93.9	Mercer, Monmouth
<input type="checkbox"/>		WYSP 94.1	Mercer
<input type="checkbox"/>		WJLK-FM 94.3	Monmouth, Ocean
<input type="checkbox"/>		WFME 94.7	Mercer, Monmouth
<input type="checkbox"/>		WZZO 95.1	Mercer
<input type="checkbox"/>		WPLJ 95.5	Mercer, Monmouth
<input type="checkbox"/>		WBEN-FM 95.7	Mercer
<input type="checkbox"/>		WRAT 95.9	Monmouth, Ocean
<input type="checkbox"/>		WCTO 96.1	Mercer
<input type="checkbox"/>		WQXR-FM 96.3	Mercer, Monmouth
<input type="checkbox"/>		WRDW-FM 96.5	Mercer
<input type="checkbox"/>		WQHT 97.1	Mercer, Monmouth
<input type="checkbox"/>		WSKQ-FM 97.9	Mercer, Monmouth
<input type="checkbox"/>		WUGL 98.1	Mercer
<input type="checkbox"/>		WMGQ 98.3	Mercer, Monmouth
<input type="checkbox"/>		WRKS 98.7	Mercer, Monmouth
<input type="checkbox"/>		WUSL 98.9	Mercer, Monmouth
<input type="checkbox"/>		WAWZ 99.1	Mercer, Monmouth
<input type="checkbox"/>		WBAI 99.5	Mercer, Monmouth
<input type="checkbox"/>		WJRZ-FM 100.1	Ocean
<input type="checkbox"/>		WHTZ 100.3	Mercer, Monmouth
<input type="checkbox"/>		WCBS-FM 101.1	Mercer, Monmouth
<input type="checkbox"/>		WQCD 101.9	Mercer, Monmouth
<input type="checkbox"/>		WIOQ 102.1	Mercer
<input type="checkbox"/>		WNEW 102.7	Mercer, Monmouth

<input type="checkbox"/>		WMGK 102.9	Mercer
<input type="checkbox"/>		WKTU 103.5	Mercer, Monmouth
<input type="checkbox"/>		WAXQ 104.3	Mercer, Monmouth
<input type="checkbox"/>		WWPR-FM 105.1	Mercer, Monmouth
<input type="checkbox"/>		WDAS-FM 105.3	Mercer, Monmouth
<input type="checkbox"/>		WCHR-FM 105.7	Ocean
<input type="checkbox"/>		WJJZ 106.1	Mercer, Monmouth
<input type="checkbox"/>		WHTG-FM 106.3	Monmouth, Ocean
<input type="checkbox"/>		WLTW 106.7	Mercer, Monmouth
<input type="checkbox"/>		WKDN 106.9	Mercer
<input type="checkbox"/>		WWZY 107.1	Monmouth, Ocean
<input type="checkbox"/>		WBLS 107.5	Mercer, Monmouth
<input type="checkbox"/>		WWPH 107.9	Mercer

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4			
Weekly			
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language
TARGETS PARTIAL HOUSING REGION 4			
Weekly			
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
Please see Appendix I of the Upper Freehold Affirmative Marketing Plan for the complete listing		
Mercer County		
<input type="checkbox"/>	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
<input type="checkbox"/>	Medical Center at Princeton	253 Witherspoon St, Princeton, NJ

<input type="checkbox"/>		Bristol-Myers Squibb	100 Nassau Park Blvd, Princeton, NJ and 820 Bear Tavern Rd, Trenton, NJ
<input type="checkbox"/>		St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd, Lawrenceville, NJ
<input type="checkbox"/>		McGraw-Hill	120 Windsor Center Dr, East Windsor, NJ
<input type="checkbox"/>		Conair Corporation	150 Milford Rd, Hightstown, NJ
<input type="checkbox"/>		Shiseido America, Inc.	366 Princeton Hightstown Rd, East Windsor, NJ
<input type="checkbox"/>		NJ Manufacturers Insurance Company	1001 Grand St S, Hammonton, NJ
<input type="checkbox"/>		Homasote	932 Lower Ferry Rd, Trenton, NJ
<input type="checkbox"/>		Robert Wood Johnson University Hospital	1 Hamilton Health Pl, Trenton, NJ
<input type="checkbox"/>		Congoleum Corp.	3500 Quakerbridge Rd, Mercerville, NJ
<input type="checkbox"/>		Coca-Cola Foods	480 Mercer St, Hightstown, NJ
<input type="checkbox"/>		Peddie School	111 Armellino Ct, Hightstown, NJ
<input type="checkbox"/>		Dana Communications	2 E Broad St, Hopewell, NJ
<input type="checkbox"/>		Merrill Lynch	410 Scotch Rd, Hopewell, NJ
<input type="checkbox"/>		Janssen Pharmaceutical	1125 Trenton Harbourton Rd, Titusville, NJ
<input type="checkbox"/>		St. Francis Medical Center	601 Hamilton Avenue Trenton NJ 08629-1986
<input type="checkbox"/>		The Trenton Times	500 Perry St, Trenton, NJ
<input type="checkbox"/>		Gaum. Inc.	1080 US Highway 130, Robbinsville, NJ

Monmouth County

<input type="checkbox"/>		Meridian Health System	1350 Campus Parkway Neptune
<input type="checkbox"/>		US Army Communications Electronics Command Fort Monmouth	CECOM Bldg 901 Murphy drive Fort Monmouth
<input type="checkbox"/>		County of Monmouth Hall of Records	1 East Main Street Freehold
<input type="checkbox"/>		Central State Healthcare Systems	West Main Street Freehold
<input type="checkbox"/>		Monmouth Medical Center	300 Second Ave Long Branch
<input type="checkbox"/>		Asbury Park Press	3601 Route 66 Neptune, NJ
<input type="checkbox"/>		Food Circus Super Markets, Inc.	835 Highway 35 PO BOX 278 Middletown, NJ
<input type="checkbox"/>		Monmouth University	Cedar Ave West Long Branch
<input type="checkbox"/>		Naval Weapons stations Earle	State Highway 34 Colts Neck, NJ
<input type="checkbox"/>		Norkus Enterprises, Inc.	505 Richmond Ave Point Pleasant, NJ
<input type="checkbox"/>		Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ

Ocean County			
<input type="checkbox"/>		Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
<input type="checkbox"/>		Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
<input type="checkbox"/>		Meridian Health Care System	415 Jack Martin Blvd, Brick, NJ 1140 Route 72 West, Manahawkin, NJ
<input type="checkbox"/>		Southern Ocean County Hospital	300 Ocean Ave Pt. Pleasant Beach, NJ 08742
<input type="checkbox"/>		Jenkinsons	

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)

Please see appendix I of the Rumson Affirmative Marketing Plan

3g. Direct notification of the availability of affordable housing units, along with copies of application forms shall be provided to the following locations:

- Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)
- New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)
- The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)
- STEPS (14 Clifton Ave S, Lakewood, NJ, 08701)
- Greater Red Bank Branch of the NAACP (PO Box 2147, Red Bank, NJ, 07701)
- Asbury Park/Neptune Branch of the NAACP (PO Box 1143, Asbury Park 07712)
- Bayshore Branch of the NAACP (PO Box 865, Matawan, NJ, 07747)
- Greater Freehold Branch of the NAACP (PO Box 246, Marlboro Annex, NJ, 07746)
- Greater Long Branch Branch of the NAACP (38 Memorial Parkway, Long Branch, NJ, 07740)
- Trenton Branch of the NAACP (PO Box 1355, Trenton, NJ, 08608)
- Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:

4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)

Please refer to appendix II of the Rumson Affirmative Marketing Plan

	BUILDING	LOCATION
<input type="checkbox"/>	Mercer County Library Headquarters	2751 Brunswick Pike, Lawrenceville, NJ 08648
<input type="checkbox"/>	Monmouth County Headquarters Library	125 Symmes Drive, Manalapan, NJ 07726
<input type="checkbox"/>	Ocean County Library	101 Washington Street, Toms River, NJ 08753

4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)

Please refer to appendix II of the Rumson Affirmative Marketing Plan

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).

Name (Type or Print)

Title/Municipality

Signature

Date

8.B. Municipal Housing Liaison Resolution

2020-1215-141

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON FOR THE BOROUGH OF RUMSON, MONMOUTH COUNTY

WHEREAS, on July 29, 2020 the Superior Court approved the Settlement Agreement between the Borough of Rumson and Fair Share Housing Center (FSHC) which included the Borough’s preliminary compliance measures; and

WHEREAS, on December 7, 2020, Rumson Borough’s Planning Board adopted a Housing Element and Fair Share Plan that addresses the Borough’s Rehabilitation Need, Prior Round and Third Round “fair share” obligations; and

WHEREAS, on December 15, 2020, the Borough Council held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on December 7, 2020 and, after consideration of any questions or concerns raised by members of the governing body or the public, the Borough Council determined that it is in the best interest of the Borough and the region’s low and moderate income households to endorse said Housing Element and Fair Share Plan and to direct the Borough’s professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any Mount Laurel lawsuits; and

WHEREAS, pursuant to N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq., the Borough of Rumson is required to appoint a Municipal Housing Liaison for administration of Rumson’s Affordable Housing Program to enforce the requirements of N.J.A.C 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, Rumson has amended Chapter 23 “Affordable Housing”, providing Section 17, “Municipal Housing Liaison” to allow for the appointment of a Municipal Housing Liaison to administer Rumson’s Affordable Housing Program;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Rumson Borough in the County of Rumson, and the State of New Jersey that Thomas S. Rogers, Borough Administrator, is hereby appointed by the Governing Body of Rumson Borough as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Chapter 23-17 of Rumson Borough’s Code.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

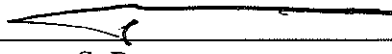
In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

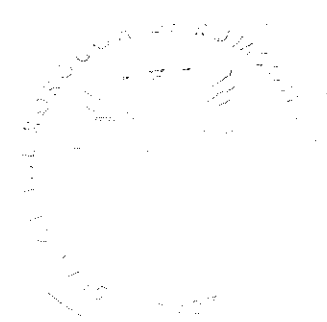
In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.


Thomas S. Rogers
Municipal Clerk/Administrator



8.C. Administrative Agent Resolution &
Administrative Agent Operating Manual

2020-0915-118

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION APPOINTING AFFORDABLE HOUSING ADMINISTRATIVE AGENT

WHEREAS, pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., hereinafter referred to as the "Act") the Borough is continuing its program to provide COAH qualified affordable housing units to low- and moderate-income households desiring to live within the Borough; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time; and

WHEREAS, N.J.A.C. 5:80-26.14 provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Borough desires to employ a new Municipal Housing Administrative Agent for a term beginning October 1st, 2020 and terminating September 30th, 2021, to provide such professional services as are required; and

WHEREAS, this agreement shall define and govern all terms between the parties with respect to affordability controls for affordable housing units provided under the Act, and shall supersede all prior agreements or documents related thereto; and

WHEREAS, the Municipal Housing Administrative Agent has submitted a proposal for the work aforesaid; the terms and conditions of said proposal, including fees, are satisfactory to the Borough and shall be paid from the Affordable Housing Trust Fund.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Rumson in the County of Monmouth, State of New Jersey that the Borough Council hereby consents to the Mayor's appointment of CGP & H, also known as Community Grants, Planning and Housing to serve as the Borough's Affordable Housing Administrative Agent, and hereby authorizes and directs the Mayor and Borough Administrator to execute an Agreement authorizing same.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the CFO, Borough Planner and the Borough's Special Counsel, as well as, CGP & H, also known as Community Grants, Planning and Housing.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on September 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



Borough of Rumson

Affordable Housing Administrative Agent Policies & Procedures Manual

NOVEMBER 2020

Administration of Affordable Units



CGPH

Community Grants, Planning & Housing

Community Grants, Planning & Housing

1249 South River Road, Suite 301

Cranbury, NJ 08512-3633

609-664-2769

www.cgph.net

www.AffordableHomesNewJersey.com

Borough of Rumson Administration of Affordable Units Operating Manual

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Executive Summary

This Operating Manual, prepared for Borough of Rumson hereafter referred to as “**Municipality**”, (1) sets forth the policies and procedures for placing eligible individuals and families into the **Municipality’s** affordable units and (2) provides instructions for working with developers, owners and landlords as new affordable units become available. This document is designed to **ensure compliance with the State’s Uniform Housing Affordability Controls (“UHAC”)** (N.J.A.C. 5:80-26.1 et seq.) and with the **Municipality’s** Affordable Housing Ordinance, its Affirmative Marketing Plan if applicable, and other local laws and requirements. In addition to being a valuable tool for the **Municipality’s** Administrative Agent and Municipal Housing Liaison as we implement Affordable Housing in the Municipality, it will also be a resource for other Affordable Housing professionals and interested members of the public to understand the intricacies of implementing a program such as this.

This manual details the tasks involved in the day-to-day administration of Affordable Housing units under the direct control and oversight of the Municipality. This document covers how new units are created and priced and how units are marketed to prospective applicants. Other information includes the following: waiting list and random selection procedures; required and permitted preferences; procedures for determining income eligibility; resale by income-eligible owners of affordable property to other eligible buyers; process for property managers to fill affordable rental vacancies; refinancing and mortgage modification procedures; waivers of program requirements. The administrative steps outlined in this manual are the thread that holds the fabric of the entire program together, setting out the fundamental obligations and responsibilities of the program administrators.

The Glossary at the end of this Operating Manual provides definitions of terms, abbreviations and acronyms used throughout the Operating Manual.

I. INTRODUCTION

The purpose of this manual is to describe the policies and procedures used to create Affordable Housing units in the Municipality and fill them with income-eligible families.

The policies outlined in this manual are derived from UHAC (N.J.A.C. 5:80-26.1 et seq.) This manual does not include all provisions of UHAC, and UHAC is a companion document to this manual. Instead, this manual highlights instances where additional guidance is provided by the New Jersey Department of Community Affairs' staff or by local ordinance. The manual also provides additional clarification and direction on items that are not in UHAC in order to ensure fairness to applicants, owners, and renters.

A. What is Affordable Housing?

Affordable Housing, unlike market-rate housing, has affordability controls establishing initial set prices and rents, and then controlling annual increases for many years. For example, new units that fall under these controls will be restricted for at least 30 years. The New Jersey Affordable Housing rules consider housing to be **“affordable” if the household¹ expends approximately 28% or less of the household’s gross income on housing costs.** See footnote below and Glossary for definition of “Household.” Affordable Housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the Affordable Housing is located.

An Affordable Housing unit for the purposes of this manual can be specifically defined herein as **“a housing unit proposed or created pursuant to the [Fair Housing] Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable trust fund.”** (“Affordable Unit”).

The Affordable Units referenced in this manual are not the same as public housing units that are funded largely by governmental programs such as those administered by the U.S. Department of Housing and Urban Development (“HUD”) programs and that are **owned, operated and managed by a public housing authority (“PHA”)**. As defined by HUD, “public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing

¹ In accordance with US Department of Housing and Urban Development (“HUD”) definitions and UHAC practice, “household” references the number of persons in the unit and not the size of the unit. See for example, HUD’s definition of household as “[o]ne or more persons occupying a housing unit” -- in other words, the number of persons in the home. HUD website accessed June 13, 2016. http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/, HUD accessed June 13, 2016. See also, UHAC regulation N.J.A.C. 5:80-26.4, “In determining the initial rents and initial sales prices for compliance with the Affordability Average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household.” (Emphasis added).

comes in all sizes and types, from scattered single-family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing units[.]”² Some municipalities create their own PHAs which operate and manage public housing within the municipality.

B. Who Qualifies for Affordable Housing?

To be eligible for Affordable Housing **in New Jersey, a household’s income must be** below the established income limit for the region in which the Affordable Housing is located. There are three eligibility levels: very low, low, and moderate. A moderate-income household is classified as earning less than 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income, and a very low-income household is classified as earning less than 30 percent of median income. **See Glossary for definitions of “Low- Income Household” and “Very Low-Income Household”.** There are different median incomes in each of the six Affordable Housing regions shown in Figure 1 below, with the Borough of Rumson located in Region 4. The income limits are adjusted annually.

Figure 1: Affordable Housing Regions

Regions	Counties
1	Bergen, Hudson, Passaic, Sussex
2	Essex, Morris, Union, Warren
3	Hunterdon, Middlesex, Somerset
4	Mercer, Monmouth, Ocean
5	Burlington, Camden, Gloucester
6	Atlantic, Cape May, Cumberland, Salem

C. Equal Housing Opportunity

Title VIII of the Civil Rights Act of 1968 (the “Fair Housing Act”), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

² http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph, US HUD Website, accessed June 7, 2016.

The New Jersey Law Against Discrimination (“LAD”) **prohibits discrimination when** selling or renting property. The law covers owners, agents, employees and brokers and makes it unlawful to refuse to rent, show or sell property based on a person's race, creed, color, national origin, nationality, ancestry, marital status, domestic partnership or civil union status, familial status, affectional or sexual orientation, gender identity or expression, sex, or mental and physical disability, including AIDS and HIV-related illness. In addition, the LAD prohibits discrimination in the housing context based on one's source of lawful income or rent subsidy.

II. CREATION OF NEW UNITS

This manual applies to UHAC eligible units whether for rent or for purchase, 100 percent affordable developments, market-to-affordable projects, gut-rehab projects, and other innovative Affordable Housing mechanisms. It does not apply to projects exempt from UHAC including low income housing tax credit projects and group homes. (See UHAC for a full list of exempt programs.)

A. Review Project Requirements

When a new project is planned, the administrative agent designated by the Municipality for the administration of Affordable Units (the “Administrative Agent”) will gather the information outlined in Figure 2. The first step is to review development approvals and/or developer agreements, the Housing Element and Fair Share Plan, and the municipal Affordable Housing Ordinance including its Affirmative Marketing Requirements if applicable.

B. New Purchase Units


1. Initial Pricing and Bedroom Distribution of Purchase Units

The Administrative Agent will determine the initial pricing stratification in compliance with UHAC³. The pricing calculation will take into consideration costs that exist at that time including such factors as the mortgage rate, tax rate, equalization ratio, condominium/homeowner association fee, and Private Mortgage Insurance (“PMI”). PMI must be included in the pricing calculation even if a new development will provide financing that will not require PMI. This will ensure that the price is affordable at future sales when PMI will be required. The maximum restricted sales price (“MRSP”) will be affected by mortgage interest rates when an affordable Unit is initially priced. At resale,

³ Under UHAC, the maximum sales price of restricted ownership units within each affordable development “shall be affordable to households earning no more than 70 percent of median income” (hereafter “Maximum Restricted Sales Price”).

the prevailing mortgage interest rate will be used to determine the affordability of that particular unit to the applicant household.

Figure 2: New Development Checklist



New Development Checklist

CONTACT INFORMATION

Development Name: _____
 Contact Person: _____ Email: _____
 Address: STREET _____ CITY _____ STATE _____ ZIP CODE _____
 Phone: (office) _____ (mobile) _____ (fax) _____

GENERAL INFORMATION

Funding Source of Units *(to determine if exempt from UHAC)*: _____

Affordable Housing Requirements Stipulated: *Circle either "Yes" or "No" and provide explanation*

Development Approval &/or Developer's Agreement	Yes / No	
Fair Share Plan	Yes / No	
Local Ordinance	Yes / No	

Affordable Units Phasing Requirements: _____

Property Type *(circle one)*: **RENTAL** or **SALE** Anticipated date first unit ready: _____

Location of Affordable Units in Project: _____

Number of **Market** Units: _____

Number of **Affordable** Units: _____

Is there a **Regional Preference**? _____

Are any units **Age Restricted** [55+]? _____

Requirements for **Deposit**: _____

Parking Details: _____

Income Distribution Requirements		Bedroom Requirements	
Very Low:		Studio / 1br:	
Low:		2 Bedroom:	
Moderate:		3 Bedroom:	

OWNERSHIP ONLY

Tax Rate: _____ Equalization Rate: _____
 Condo/Homeowner Association Dues: _____
 Special Financing Provided by Developer? Yes No
If yes, explain: _____
 Policy on Upgrades: _____

Incorporation Documentation Provided:

Master Deed
 Declaration of Covenants
 Other: _____

RENTAL ONLY

Utilities Included in Rent: *(check all that apply)*

Water Electric Sewer Trash
(for the following utilities, if no, list type)

Heat *type:* _____
 Cooking *type:* _____
 Hot Water *type:* _____

Application Fee: _____
 Mandatory Fees: _____
 Optional Fees: _____

Rental Very Low Income Requirement
 (13% of units at 30% AMI or 10% at 35% AMI)

Pets Policy:

2. Upgrades from Builder

The builder may offer buyers of new Affordable Units the opportunity to purchase upgrades such as granite countertops or hardwood flooring at additional cost. If upgrades are offered, the following guidelines apply:

- a. These upgrades must be optional. The buyer must be able to choose NOT to purchase the upgrades and be able to buy the base home at or below the MRSP.
- b. The sale price of the home will be at or below the MRSP without the cost of the upgrades.
- c. All future sales will be based on the sale price without the upgrades. In other words, the buyer will not be able to recoup the cost of the upgrades at the next sale.
- d. The buyer cannot finance more than the MRSP. As a result, the buyer will not be able to finance the cost of the upgrades.

3. Deed Restriction

Affordable Units created under this program will be deed restricted as affordable for a period of at least 30 years and thereafter until the municipality takes action to release the affordability controls. All legal instruments to secure the affordability will be modeled after the applicable instruments published in the UHAC Appendices. When there is a Master Deed, one restrictive covenant will be filed for all Affordable Units but the affordability control period start date for each unit begins with the date that each particular unit is initially occupied. This should be filed in advance of the initial Affordable Housing closing for each project or unit.

A market-rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period.) The developer is responsible for providing the market rate appraisal. One appraisal can be used for similar unit types (all one bedrooms that are the same models, for example) if the appraisal is less than six months old. If **the buyer's mortgage company completes a market-rate appraisal**, that appraisal can be used instead. (See additional discussion in Section V.)

4. Earnest Money (Deposit) for Ownership Properties

The Affordable Housing rules do not specify a minimum or a maximum amount that a buyer must put down on a property when the Purchase Agreement and/or Contract of Sale is executed. However, while not required, a down payment is recommended because banks will almost never lend without a 5% minimum contribution.

C. New Rental Units

1. Initial Pricing and Bedroom Distribution of Rental Units

Rents will be set according to the pricing guidelines outlined in UHAC. In order to comply with 2008 amendments to the Fair Housing Act, 13 percent of all affordable rental units in a project will be priced at 30 percent of median income (N.J.S.A. 52:27D-329.1.) (This requirement is more stringent than the UHAC guidelines which stipulate that at least 10 percent of all

Affordable Units in the development be affordable to households earning no more than 35 percent of median.) In all cases, the more stringent of the two requirements will prevail.

2. Mandatory and Optional fees

If the landlord charges a *MANDATORY* fee for rental units such as an amenity fee or association fee, this fee will be subtracted from the permitted maximum rent. *At no time should the rent plus required fees exceed the maximum rent allowed.* (Utility allowances are factored into the initial pricing and are not considered mandatory or optional fee. See above.)

The developer may require that all renters purchase *rental insurance*. The rental insurance cost is not considered a mandatory fee and will not be included in the initial rental calculation or part of the minimum income calculation.

The landlord may charge optional fees to tenants. However, the landlord is not permitted to charge affordable tenants these fees and waive them for market units. *For example, if parking is included in the rent for market units, the landlord cannot charge affordable tenants for parking.* Example of optional fees include:

- Optional parking fee
- Optional amenity fee
- Optional pet fee
- Optional month-to-month fee

The Administrative Agent will review and approve all leases to determine that the rent plus required fees do not exceed the maximum rent allowed.

3. Deed Restriction

Affordable Units created under this program will be deed restricted as affordable for a period of at least 30 years and thereafter until the Township takes action to release the affordability controls. All legal instruments to secure the affordability will be modeled after the applicable instruments published in UHAC.

The rental deed restriction will list the income level designation as well as the bedroom size of each Affordable Unit. **The units cannot be “swapped” during the control period.** *For example, after the deed restriction is filed, the affordable designation of the unit cannot be changed from a Low-Income to a Moderate-Income unit.* Moreover, it is important to note that the prevailing regulations (UHAC) do not require annual recertification, and therefore while the unit remains as a Low/Moderate-Income unit during the term of the deed restriction, the income of the current tenant is no longer relevant following initial eligibility. The same rules relating to initial eligibility certification and no annual recertifications will continue to apply to each subsequent tenant throughout the duration of the deed restriction.

4. Application Fees

Affordable units are **“private” market units (as opposed to public housing units) where rents are set (and deed restricted as to time) to be affordable to very low, low, and moderate income persons.** Although **deed restricted, the units still are under the “control” of the private**

owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same in renting Affordable Units as for leasing **market rate units**. **With respect to the landlord's tenant selection criteria, the Administrative Agent's responsibility is to** ensure that (1) the criteria for the Affordable Units is consistent with the market-rate criteria, and (2) the application fee is deemed to be reasonable.

The landlord may choose to collect an application fee from households interested in applying for Affordable Housing. UHAC rules limit the application fee to 5 percent of the monthly rent of the applicable rental unit.

After the household passes the landlord's tenant selection criteria, the landlord *may* choose to collect an additional fee from the applicant to process the Affordable Housing application. Landlords may choose to implement this optional fee so only serious applicants move through the income certification process. If this optional fee is collected, the following rules apply:

- The fee **cannot be higher than one month's rent**.
- If the applicant is income-certified and rents the unit, the fee will be applied to the first month rent and/or down payment.
- If the applicant is income certified and they choose not to rent the unit, the landlord is not required to return the fee.
- If the applicant is determined to not be income eligible, the landlord must return the fee.

5. Security Deposit

Security deposits for Affordable Units are governed by New Jersey Landlord-Tenant regulations. The requirements are the same for Affordable Units as they are for market-rate units.

6. Tenant Selection Criteria

As explained in Section 4 above, the landlord is permitted to set tenant selection criteria and screen applicants on criteria such as credit score and criminal history, subject to approval by the Administrative Agent. All tenant selection criteria must comply with all New Jersey landlord tenant laws and the landlord is required to provide the Administrative Agent with a written copy of its tenant selection criteria. The tenant selection criteria must be applied uniformly to all applicants, and the landlord cannot impose stricter criteria on affordable tenants than market-rate tenants.

D. Project Monitoring

All new units will be added to the online **New Jersey Council on Affordable Housing ("COAH")** Tracking and Monitoring ("CTM") system after the initial sale or initial rental. (In the event, that the CTM system is discontinued or not accepting new monitoring information, all unit information will be compiled and maintained by the Administration Agent.)

III. Marketing of Units, Waiting List, and Matching Households to Available Units

The following section describes the steps that will be taken to identify very low, low, and moderate income families that may be interested in renting and purchasing Affordable Units created by the Municipality. All marketing initiatives must comply with the Affirmative Marketing rules established by UHAC, as presently set out in NJAC 5:80-26.15 and in accordance with any additional Affirmative Marketing Plan developed by the Municipality.

Development-specific Affirmative Marketing Plans would outline required marketing, including paid advertising that must be conducted before a random selection is completed. (See Random Selection and Waiting List Priority in Section B, below.)

While the waiting list is open, Affirmative Marketing will continue in the form of listing of units on NJHRC.gov, affordablehomesnewjersey.com, and/or quarterly mailings to community groups, major employers, and government agencies in the New Jersey Affordable Housing region where the Municipality is located. If the waiting list is ever closed because of the long length of the list, paid advertising as outlined in the Affirmative Marketing Plan will be required to reopen the waiting list.

A. Preliminary Application

All households that wish to be considered for Affordable Housing must submit a preliminary application. Households will be encouraged to submit their preliminary application online. For those applicants who do not have internet access, the Administrative Agent will work with interested applicants by phone and mail. The preliminary application will include questions about household income and its composition in order to determine preliminary eligibility. Please note that preliminary eligibility is based solely on self-reported information by the applicant and is in no way a guarantee of eligibility.

If the applicant indicates that their total household income is below the moderate income limit for their family size, they will be eligible for placement in the applicant pool. The Administrative Agent will also set a minimum income that is required to be added to the waiting list. (See *Minimum Income Requirements* in this Chapter.) Applicants will be required to provide written documentation of their income at the time of the full income certification as discussed in *Chapter IV*.

B. Random Selection and Waiting List Priority

For new projects and when random selection is utilized, the Administrative Agent will assign random numbers to each applicant through a computerized random number generator thereby creating a waiting list.

After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date that the household submits their preliminary application (“Interest Date”).

A separate waiting list will be kept for ownership versus rental units, resulting in a total of two waiting lists for the Municipality. Households waiting for age-restricted and family rental units will be part of the same waiting list. Likewise, households waiting for age-restricted and family ownership units will be part of the same waiting list. In filling an age-restricted property, households that do not meet the age requirements will be skipped.

When brand new Affordable Units become available for rent or sale in a new development, a lottery will be conducted UNLESS there are households on the existing waiting list with lottery numbers that have not been contacted. In these cases:

- Those applicants with lottery numbers will be contacted first.
- Households that submitted a preliminary application after the last lottery (and do not have lottery numbers) will be included in the next lottery if it is required to fill the units.
- Affirmative Marketing will be required before this lottery is held since these are new Affordable Units and the public must be made aware of the new Affordable Housing opportunity.

As an example, if a new housing opportunity arises that will create 150 new Affordable Units and the existing waiting list has only 50 applicants on it (who hold numbers 1 to 50), a new lottery will be held with Affirmative Marketing. If an additional 50 applications are submitted as a result of this marketing effort, **then these “new” applications will be assigned numbers 51 to 100** on the waiting list.

The household with the highest lottery number (or oldest Interest Date) may not always be the next person contacted for a specific available unit because of factors impacting waiting list priority. In addition to age-restricted requirements already discussed, these factors include the number of persons in the household, household income level, households with a person with physical disabilities, veterans preference and regional preference as may be established in the Municipal Affordable Housing Ordinance. The Borough of Rumson has selected to use a regional preference and not to use a veterans preference, which appears in the Borough of Rumson's Affordable Housing Ordinance. Each of these six waiting list priority factors are further described in *Figure 3*.

C. Property Questionnaire

When an applicant becomes eligible to be offered an Affordable Unit, they will be asked to complete a Property Questionnaire. The Property Questionnaire will assess whether they continue to meet the income requirements and whether they remain interested in purchasing or renting a specific unit or unit type.

In order to match households to available units as quickly as possible, the Administrative Agent will choose whether to limit the outreach to the next group of applicants on the waiting list (private outreach) or outreach to all eligible households (public outreach), as discussed in the following section.

1. Private Outreach

When there is a long waiting list, the Administrative Agent will only outreach to a limited group of applicants who are next on the waiting list. This approach is typically taken with rental projects and new ownership units.

The Administrative Agent will invite approximately five to 10 households that meet the eligibility requirements to complete a Property Questionnaire for each available unit. Waiting list priority will be established by the factors outlined in *Figure 3*.

Households will have 24 hours to request to visit the unit at some future, mutually agreed upon time. If they request to visit, they will then be prompted to update a simple Property Questionnaire. If they do not want to pursue the unit or even if they do not respond at all, they will not be removed from the waiting list and will be notified of the next available vacancy.

The interested household will be referred to the landlord/developer to view the unit(s) and pay the application fee, if required. New ownership developments may require a mortgage preapproval be submitted prior to viewing the home. If more than one household qualifies and is interested, the household with the highest priority (lottery number or Interest Date) will be offered the unit.

Figure 3: Additional Factors Impacting Waiting List Priority

1. Age-Restricted	Only households that meet the age-restricted requirements will be offered age-restricted units. <u>See Glossary for definition of “Age-Restricted Units.”</u>
2. Regional Preference	Municipalities may choose to give preference to households that live or work in the local Affordable Housing region. Rumson has elected to give preference to households that live or work in the local Affordable Housing region, such regional preference shall be established by ordinance. In such instance, applicants who indicate that they live or work in the Affordable Housing region will be contacted before those outside the region. Once those applicants are exhausted, applicants outside the region will be contacted. <u>See Glossary</u> for definition of “Regional Preference.”
3. Household Size (Number of Members)	Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no households with a person for each bedroom, units will be offered to smaller sized households that do not have a person for each bedroom. An applicant household cannot be required to take an Affordable Unit with a greater number of bedrooms as long as overcrowding is not a factor. (A maximum of two people are permitted per bedroom.) A household can be eligible for more than one unit category.
4. Maximum Income Limit and Minimum Income	Only households that are under the income limit of the Affordable Unit AND meet the minimum income requirements will qualify to apply for the next Affordable Unit. <i>See Figure 5</i> for a full discussion of minimum income requirements.
5. Fully Accessible Units	A household with a person with physical disabilities will get preference on the waiting list for accessible units because of the very limited number of handicapped accessible units. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.
6. Veterans Preference	The Municipality and developer may enter into an agreement to provide preference to very low, 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 50 percent of the affordable units in that particular project. If applicable, veterans who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. <u>See Glossary</u> for definition of “Veterans Preference.”

2. Public Outreach

The Administrative Agent will contact all eligible households for a specific unit when the waiting list is short or when there are several properties available. Public outreach is typically conducted for the resale of existing units. It allows the Administrative Agent to move through the waiting list as quickly as possible.

When the Administrative Agent is notified of a pending rental vacancy or the intent of the owner of a single-family unit to sell, the Administrative Agent then will set a deadline by which all applicants that have indicated an interest in this development or in the Municipality must return a Property Questionnaire. Waiting list priority will be established by the factors outlined in *Figure 3*. Interested households will be provided the contact information of the owner/seller to be provided an opportunity to view the home. If more than one household qualifies and is interested, the household with the highest priority number will be offered the unit first.

If the unit is still available after this initial outreach, the Administrative Agent will contact households not previously contacted in the first outreach such as smaller-sized households and out-of-region households (if applicable.) If the home still does not have a buyer, the Administrative Agent will open the listing up to all household sizes.

Households will not be removed from the waiting list if they do not choose to purchase a unit they are offered during public outreach.

D. Determining Preliminary Eligibility

The Administrative Agent will review the Property Questionnaire to determine whether the applicant meets or continues to meet the requirements to rent or purchase the unit. All information will be verified during the full application process. The following sections describe the factors that will be reviewed to determine preliminary eligibility as well as final eligibility during the full income certification process.

1. Regional Preference

Should a municipality determine that households that live or work within **the Municipality's** Affordable Housing Region are to be given Regional Preference in being contacted, such **Regional Preference shall be set out in the municipality's Affordable Housing** Ordinance. Upon the adoption of such an ordinance, the Administrative Agent will confirm that the household either lives or works within the region. If they no longer live or work within the region, they will remain on the waiting list for consideration after all in-region applicants have been considered. The Borough of Rumson does have a regional preference.

2. Determining Household Composition

The household is composed of all permanent members of the household, and the composition will determine both the size of the unit needed by the household and the maximum income limit of that household. Some household members may be considered in the bedroom calculation who are not counted in the maximum income calculation as show in *Figure 4*. **If applicant's divorce decree states that both parents share legal and residential custody but the former spouse has primary custody for school purposes, the child may be included in the applicant's household** when determining household size during the income certification process.

Figure 4: Determining Household Size (Number of Members)

	Maximum Household Income Limit	Bedroom Size Calculation
Foster Children	Do not count in household (do not include foster care income either)	Count
Live in Health Aid or Nanny (<i>This must be a paid position and proof of contract with caregiver is required</i>)	Do not count (Must provide proof that person is hired)	Count
Child Whose Primary Residence is Not the Applicant Household	Do not count unless custody is 50/50 (see narrative)	Count
Unborn Child	Count (Cannot ask for documentation because of privacy)	Count
Child Being adopted	Count	Count
Full time college student not living at home (<i>Full time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester</i>)	Count (Do not count any part time income earned where part time is any income earned on less than a 35 hour work week)	Count

3. Maximum Income Limits

The Administrative Agent will confirm that the household's income reported on the Property

Questionnaire falls under state mandated maximum income limit for the unit for which they are applying. Maximum income limits are provided annually by the State for each of the six Affordable Housing regions. See Appendix A for updated maximum income limits.

4. Minimum Income Requirements

Unlike maximum income limits, the State does not set minimum income limits. Instead, the State provides different income-to-housing expense ratios for rental and purchase units and different standards for age-restricted homes. The purpose of these ratios is to provide guidelines so applicants will be able to sustain their monthly housing expenses in the Affordable Units.

Evaluating minimum income requirements is complicated because the permitted ratio of monthly income that can be spent on housing expenses varies for different unit types and waivers are permitted. *Figure 5* details the minimum income ratios that will be utilized at each stage of the outreach process as well as during the full income certification. Since waivers from

UHAC are allowed (see below), outreach is extended to households that do not quite meet the minimum income requirements. *For example, UHAC stipulates that households must not pay more than 33 percent of their monthly income for housing expenses if they are purchasing a home unless they meet a waiver requirement. When a specific home is for sale, outreach is expanded to all households whose housing expenses are under 35 percent instead of 33 percent. At the time of income certification, the exact percentage and whether they meet a waiver requirement is confirmed.*

Precise waiver requirement standards are not stipulated in UHAC, and *Figure 5* provides guidance when evaluating waiver requests. The State permits the Administrative Agent to give waivers to households to purchase a unit when their existing monthly housing expenses exceed 33 percent of their monthly income under the following conditions:

- The household can provide evidence that they have completed a HUD-certified home budgeting course; and
- The household obtains a firm mortgage loan commitment at the higher housing expense percentage of income level from a licensed financial institution.

Likewise, rental waivers may be given under the circumstances described below, and the household must receive a budgeting counseling class.

- The household can document that the housing expense of the Affordable Unit is less than the housing expenses of their current housing; or
- The household currently pays more in rent and the proposed rent will reduce the **household's housing costs**; or
- The household has consistently paid more than 35 percent (40 percent for households eligible for Age-Restricted Units) of eligible monthly income for rent in the past and has proven its ability to pay; or
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- The household documents proposed third party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit. (This includes applicants with a Section 8 Voucher.)

When reviewing a waiver request, the Administrative Agent may take into consideration whether the applicant is receiving other assistance such as SNAP Benefits (Food Stamps).

5. Minimum Down Payment (Ownership Only)

For all purchase units, the Administrative Agent will review how much the applicant self-reports as having available for a down payment. If the down payment is less than 5% of the purchase price, the applicant will be advised that they may not be able to obtain a mortgage to purchase the home because most banks require at least a 5% down payment.

6. Regional Asset Limit

If an applicant owns a home without a mortgage, the value of the home must be less than the Regional Asset Limit set by the State annually. See Appendix A for updated regional asset limit. An appraisal or listing with real estate agent is required to verify value.

This Regional Asset Limit test does not apply to:

- Properties **with a mortgage even if the applicant's** equity exceeds the asset limit;
- Cash or other assets; and
- Applicants whose property taxes and fees on the property are more than 38 percent of **the household's income.**

Figure 5: Minimum Income Calculations ¹

RENTALS		
<i>Monthly Housing Expense Calculation is rent + utilities not included in rent – monthly rental Assistance (if accepted by landlord)</i>		
	Family Units	Age-Restricted Units
To Submit Preliminary Application	Any household with income over \$8,000/year	Any household with income over \$8,000/year
To Be Invited To Submit Property Questionnaire	37% of income toward housing expenses 45% of income toward housing expenses with rental waiver ²	42% of income toward housing expenses 45% of income toward housing expenses with rental waiver ²
To Be Invited To Submit Full Application	37% of income toward housing expenses 45% of income toward housing expenses with rental waiver ²	42% of income toward housing expenses 45% of income toward housing expenses with rental waiver ²
To Be Income Certified To Rent Unit	35% of income toward housing expenses 45% of income toward housing expenses with rental waiver ² If applicant meets minimum income requirement with rent only, case manager will review utility allowance ³	40% of income toward housing expenses 45% of income toward housing expenses with rental waiver ² If applicant meets minimum income requirement with rent only, case manager will review utility allowance ³
UHAC Requirement (Without Waiver)	35% of income toward Housing Expenses	40% of income toward housing expenses
OWNERSHIP		
<i>Monthly Housing Expense Calculation is monthly mortgage cost +HOA fee + property tax + insurance</i>		
	Family and Age-Restricted Units	
To Submit Preliminary Application	Any household with income over \$8,000/year. No minimum down payment required.	
To Be Invited To Submit Property Questionnaire	35% of income toward housing expenses No minimum down payment required	
To Be Invited To Submit Full Application	35% of income toward housing expenses 5% minimum down payment required (no loans or grants)	
To Be Income Certified To Purchase Unit	33% of income toward housing expenses 35% of income toward housing expenses with ownership waiver ²	
UHAC Requirement (Without Waiver)	33% of income toward housing expenses	
¹ Minimum income and percentages may be adjusted as needed to administer the program. Minimum income should not restrict eligible applicants and is designed to prevent applicants who do not have enough income from being added to the waiting list. All minimum income requirements will be clearly posted on the Administrative Agent's website. ² Rental and Purchase waiver requirements are explained in the <i>Minimum Income</i> Section of this Chapter (see Section 4). ³ The utility allowance review will determine whether the applicant will be able to afford the monthly expenses. This is sometimes required because the new utility allowance greatly exceeds the original utility pricing or their household's actual utility costs may be less because of energy improvements.		

7. Minimum Credit Score

For all purchase units, the Administrative Agent will review the self-reported credit score of the applicants when determining preliminary eligibility. The Administrative Agent will determine the minimum determined credit score (such as 600) based on the current credit requirements of banks, and the same standard will be applied to all applicants.

There will be no minimum credit score for applicants paying cash for their homes since they do not need to qualify for a mortgage.

Applicants for rental units will be advised of the minimum credit score required by the landlord. As stated above, Affordable Units are **“private” market units where rents are set**, and while deed restricted as to time, they are **still under the “control” of the private owner/landlord, with** oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same as (and not more stringent than) the selection criteria for leasing market rate units.

8. Separated Applicants

Separated applicants who have not finalized their divorce settlement agreement cannot purchase an affordable home until the spouse signs a form stating that they are releasing any claim right or interest in the affordable home being purchased. If the spouse refuses to sign the release, the applicant can request a judge to require the spouse to sign the form.

In order to calculate the household income of separated applicants at the time of the full income certification for both rental and sale properties, the applicant will need to provide a settlement agreement, divorce decree, or a division of assets signed by both parties.

E. Annual Updates

In order to keep the waiting list current, households will be asked to update their contact and other qualifying information on the waiting list annually. Households that do not update their information will be removed from the waiting list.

F. Full Application

Households will be invited to submit a full application to purchase or rent an affordable unit in order for the Administrative Agent to determine the income eligibility of the household. Applicants will have seven (7) days to submit the income application and seven (7) day extensions are permitted for a total of two weeks (14 days). Once the full application is received, the Administrative Agent will complete a determination of the household's **eligibility within** seven days.

G. Removal from the Waiting List

Applicants on the waiting list for Affordable Housing can be removed from the list for any of the following reasons:

1. The applicant's income exceeds the income guidelines;
2. The applicant does not have the minimum income to purchase or rent any units in the portfolio;
3. The applicant owns an asset that exceeds the Regional Asset limit;
4. The applicant requests to be removed;
5. The applicant submits fraudulent information during the income certification process;
6. The applicant fails to submit the complete application on time (this includes failure to provide documentation needed to verify income and other required documents);
7. The applicant fails to respond to an inquiry in a timely manner;
8. The applicant does not cooperate or is abusive with staff, property managers, or the sellers of Affordable Units;
9. The applicant does not meet the credit requirements or other tenant selection criteria required by the landlord;
10. The applicant is unable to secure a mortgage;
11. The applicant does not attend a budgeting/home buyer counseling class if such is required (e.g., for a waiver);
12. The applicant does not respond to requests to purchase or rent a unit;
13. The applicant does not submit an annual update; or
14. The applicant has been approved to rent or purchase a unit in the Municipality.

Applicants who are removed from the waiting list may reapply. If approved to rent or purchase a unit in the Municipality, they may reapply for other opportunities in the Municipality.

H. Income Certified Applicants on the Waiting List

Under certain circumstances, an applicant may be fully income certified but they do not proceed with the purchase or renting of the unit. In this case, the applicant will resume their original position on the waiting list. They will be contacted in the same priority outlined in this Chapter. In other words, being fully income certified will not result in any priority on the waiting list over other applicants. If the applicant does not sign a contract or lease within six months of the income certifications, the certification will expire.

IV. Determining Income Eligibility

To be eligible for consideration for an Affordable Unit, a household must be determined to be income eligible. This income eligibility is modeled after the US Department of Housing and **Urban Development's process known as Part 5**. This system for determining eligibility is to sum the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

A. What is Considered Income

Figures 6 and 7 detail what sources of income are included in the income calculation and what sources of income are excluded as a source of income.

Figure 6: Income Sources Counted in Income Eligibility

Sources Considered Income	Description of Income Source
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Assets not earning a verifiable income shall have an annual imputed interest income using a current, average annual savings interest rate. (Use average daily balance of bank accounts for the calculations).
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in #14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in #3 of Income Exclusions).
6. Welfare Assistance	Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. (Child support is not counted as income if it is not being paid even though there is a court order.)
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except Armed Forces Hostile Fire Pay as stipulated in the Sources Not Considered Income Exclusions).
9. Rental Income From Real Estate	Rental income from real estate. Only the mortgage interest payment, insurance, taxes, and management expenses can be a deductible expense. (Mortgage principal payments cannot be deducted.) If the applicant owns real estate and does not receive rental income, the Administrative Agent may determine the fair market rent of the property to determine the potential rental income for the purposes of the application. If actual rent is less than fair market rent, the Administrative Agent shall impute a fair market rent unless rent control applies.
10. Imputed Interest from non-income producing assets such as real estate	Imputed interest is calculated on the equity of the asset. This applies to the equity of all non-income producing assets.
11. Property or Money Given Away in last 2 yrs	A percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Value of property will be based on tax assessment records using the following ratio: (land + improvements) / equalization ratio.

Only child support and alimony paid to another household by the applicant can be deducted from a household's income. **Court ordered payments which are paid for alimony or child support** to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.

Figure 7: Income Sources NOT Counted in Income Eligibility (Per HUD Regulations)

Sources Not Considered Income	Description of Income Exclusions
1. Income of Children	Income from employment of children (including foster children) under 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property.
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HUD funded HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)). ⁴
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> • Amounts received under training programs funded by HUD. • Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). • Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. • Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for a public housing authority (“PHA”) or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the

⁴ The HUD funded HOME Investment Partnerships Program (“HOME”) provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

Sources Not Considered Income	Description of Income Exclusions
	<p>same period of time.</p> <ul style="list-style-type: none"> Incremental earnings and benefits inuring to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and any such amounts are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Part time income of non-head of household persons enrolled as full time student. HOWEVER, all income from the head of household will be included even if he/she is a full time student.
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> The value of the allotment made under the Food Stamp Act of 1977; Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs; Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program); Earned income tax credit refund payments received, including advanced earned income credit payments; The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps); Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a

Sources Not Considered Income	Description of Income Exclusions
	crime against the applicant under the Victims of Crime Act; and <ul style="list-style-type: none"> • Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
18. Rental Assistance / Gifts For Housing Expenses	Sporadic or reoccurring gifts for housing expenses from family, friends, or community groups.
19. Repayment of Loan	Sporadic or reoccurring payments that are repayment of a loan from to the household.

B. Proof of Income and Other Supporting Documents

Extensive supporting documents are required to document the household's income and other qualifying criteria. The full list of required supporting documentation is provided in *Figure 8*.

During the course of the income certification, applicants may be required to submit additional documentation to establish the household composition and income. While it is impossible to list all examples of additional documentation, some examples of additional documentation are described below. The Administrative Agent may require that documentation is notarized.

- Private mortgage documentation (bank statement of party lending the money, letter with terms of private mortgage);
- Proof of gift for down payment (bank statement of party gifting the money, letter with terms of private mortgage);
- Proof of rental assistance from family, friend, or community group;
- Death Certificate of spouse when applicant is a recent widow or widower;
- Notarized letter from employer explaining overtime that will be offered to employee;
- Itemized explanation of deposits in bank accounts;
- If there are other household members that appear to be living in the household now but are not part of the household as it was when applying for housing, the applicant will have to provide a notarized letter explaining the current and existing household composition;
- **If there is someone listed on the applicant's bank statement that** is not included in their household applying for Affordable Housing, the applicant will be required to show proof that the person does not reside with the applicant; and

Notarized letter regarding withdrawal from 401K accounts or pensions (For example, if funds were withdrawn last year, will the applicant be making a withdrawal this year?)

Figure 8: Required Supporting Documents

Identification
<input type="checkbox"/> Personal photo identification: Driver's License, passport, or State ID
Income Related Documents – Provide All That Apply
<input type="checkbox"/> Employment Income: 4 most recent consecutive pay stubs for all employed household members <input type="checkbox"/> Social Security: Most recent award letter <input type="checkbox"/> Temporary Assistance for Needy Families (TANF): Voucher or other verification <input type="checkbox"/> Pension: Letter from pension fund setting forth outlays and benefits received <input type="checkbox"/> Child Support: Current statement from NJ child support website, court order or notarized letter re: child support status <input type="checkbox"/> Alimony: Current statement from NJ website or notarized letter regarding alimony support status <input type="checkbox"/> Military Pay: Verification of military pay <input type="checkbox"/> Workers' Compensation: Statement showing benefits <input type="checkbox"/> Unemployment Benefits: Statement showing benefits <input type="checkbox"/> Self Employed or Own Business: Year to date profit & loss statement (not required if submitting K-1 with taxes) <input type="checkbox"/> 1099 for Independent Contractors (Profit and loss statements are not permitted)
Bank Statements & Other Accounts (Including JOINT ACCOUNTS)
<input type="checkbox"/> Checking Account: All pages of statements for the last 6 consecutive months <input type="checkbox"/> Savings Account Statements Including CD's: All pages of statements for the last 6 consecutive months <input type="checkbox"/> Other Account Statements: Most recent statement for other assets such as retirement accounts, 401k's, stocks, bonds, & trusts
Tax Returns
<input type="checkbox"/> Federal Tax Return: All pages of 1040 Federal Tax Return for the past 3 consecutive years (copies of signed returns to validate the copy) <input type="checkbox"/> State Tax Return: All pages for the past 3 consecutive years <input type="checkbox"/> Notarized tax waiver letter if unable to provide taxes
If Applicant Owns A Home, Condo, And/ Or Rental Property, The Following Is Required
<input type="checkbox"/> Current mortgage statement <input type="checkbox"/> Investment property lease agreement (if applicable) <input type="checkbox"/> Current year tax assessment record <input type="checkbox"/> Real estate listing if this property is for sale <input type="checkbox"/> Contract with the realtor listing property if property is for sale <input type="checkbox"/> Foreclosure notice (LIS PENDENS, etc.) if the property is in foreclosure
Other
<input type="checkbox"/> Divorce Decree: All pages of divorce decree & settlement agreement <input type="checkbox"/> Full Time Student Over 18: School schedule to document full time status <input type="checkbox"/> Section 8: Voucher (RENTAL ONLY) <input type="checkbox"/> Mortgage Preapproval (OWNERSHIP ONLY)

C. Final Eligibility Determinations

After the household's annual income and composition is determined and verified, the Administrative Agent will make the final eligibility determination. Requirements related to household composition, Regional Asset Limit, down payments, etc. outlined in *Chapter III* will also be verified.

Households determined to be eligible will receive an eligibility letter notifying them of their eligibility determination, in writing. When a household is determined ineligible, an internal peer review of the income certification will be completed by the Administrative Agent. If the peer review confirms the ineligibility determination, the household will be notified in writing

and advised that it may submit additional proof and request that the decision be reconsidered by the Administrative Agent. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility. If an applicant for affordable housing is again determined to be ineligible by the Administrative Agent, then the Municipal Housing Liaison (see Chapter 7) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situation that the Municipal Housing Liaison is unable to resolve will be forwarded to the New Jersey Mortgage and Finance Agency (“Agency”) (or its successor) for further appeal and review. The determination of the Agency (or its successor) shall be a final administrative action (i.e., decision) subject to review of the courts.

D. Misrepresentation of Information in Application

When the applicant submits their full application, the applicant certifies that all information provided in the application is complete and true as to the entire household. If the applicant makes false statements or provides fraudulent documentation, the applicant will be determined ineligible immediately. They may reapply for Affordable Housing but they will lose their position on the waiting list.

E. Changes to Income and/or Household Composition after Submittal

Prior to the certification process and a determination of eligibility, a household may supplement its application. Once the full application has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week timeframe during which **the household’s** eligibility is being reviewed, the applicant is not permitted to change the employment status of any household member in order to become eligible for Affordable Housing nor change the household composition from what is listed on the application. *For example, the applicant cannot add a member to their household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period. See Glossary for definition of “Eligibility Period”.* If the applicant does make changes during this Eligibility Period, the household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or household composition and will be assigned a new position on the waiting list.

V. Ownership Program

At each purchase, Affordable Housing documents are executed that restrict units as Affordable Units. The process of finding a buyer is explained in depth in *Chapter III*. In addition, the buyer must be income certified as outlined in *Chapter IV* and information about establishing new ownership projects is also included in *Chapter II*.

The following outlines the process of selling and purchasing an affordable home.

A. Selling an Affordable Home

1. Request an Intent to Sell Package

When an owner wants to sell its affordable home, the first step is to request an Intent-To-Sell package. The owner, as “Seller”, cannot start the process of selling its home until it makes this request and receives the package from the Administrative Agent.

2. Calculate the MRSP (Maximum Restricted Sales Price)

The Administrative Agent will calculate the MRSP of the affordable home based on the last sale price and the last sale date. The annual increase issued by the State of New Jersey is applied for each year the owner has owned the home. See Appendix A for updated maximum restricted sales price annual increase. However, there is no increase if the owner has owned the home for less than a year. *For example, if an owner purchased an affordable home in March 2015 and requested to sell the home in January 2016, the MRSP is the price the owner paid for the home.*

In addition, if the owner requests to sell their home and the state has not released the annual increase for that year yet, no annual increase for the current year will be applied. *For example, if an owner requests to sell their home in February 2015, and the 2015 increase has not been released, the MRSP will not include an increase for 2015.*

The Administrative Agent will prepare the Intent to Sell Package and send it to the Seller. This package will include:

- Form for the owner to sign and return, formally requesting to sell home;
- The MRSP of the unit;
- An overview of the process of selling an affordable home in this program;
- Blank Purchase Agreement;
- Summary of fees charged by the Administrative Agent/Municipality related to selling of the affordable home;
- Request for digital photographs to be utilized in the marketing of the home; and
- Request for additional information about the home to be utilized in marketing the home such as recent renovations and unit amenities.

3. Start Affirmative Marketing Process

When the Administrative Agent receives the signed Intent to Sell Form back, it will begin the process of looking for a buyer for the unit. This process is outlined in *Chapter III* of this manual. The Administrative Agent will refer interested buyers directly to the Seller. The Seller

will be responsible for showing the home to interested buyers. These buyers will be pre-screened by the Administrative Agent. However, since they will not be income certified, the Seller CANNOT enter into a contract with the buyer until the buyer is income certified by the Administrative Agent. When a household decides to purchase the affordable home, the buyer will be sent a full income certification application. (See the *Purchase Agreements and Contracts* later in this Chapter.)

B. Buying an Affordable Home

1. Preliminary Application and Prescreen

In order to be considered to purchase an affordable home, interested buyers must submit a preliminary application. The process outlined in *Chapter III* will be followed even if the Seller has found a buyer interested in purchasing the property. The unit must be affirmatively marketed to other eligible households on the waiting list first.

2. Income Certification

When a household would like to purchase the home, it will notify the Administrative Agent, and if it is next on the waiting list, it will be invited to submit a full application. The income certification process is described in detail in *Chapter IV*. A mortgage pre-approval must be submitted with the application as well as proof that the buyer has the recommended minimum down payment **if required by the bank or provided at buyer's option**. Buyers will be advised that they will also be responsible for closing costs, but they will not be required to show proof of funds at the time of the income certification. Closing costs cannot be added to their mortgage principal because the buyer can only finance 95 percent of the MRSP of the home.

3. Mortgage Provider

The Administrative Agent will provide prospective buyers with a list of mortgage companies that have financed deed restricted Affordable Units recently. If the prospective buyer chooses to utilize a different lender, the Administrative Agent will provide the lender copies of the Affordable Housing documents for their review after the buyer is income certified.

A buyer may borrow money to purchase the home from a friend or family member (sometimes referred to as a "*Private Mortgage*"). To proceed with the application, the Administrative Agent will require proof that the lending party has the funds (bank statement of the party who is lending the money, for example) and a notarized letter signed by both parties with the terms of the loan (monthly payment, interest, etc.). If the money is a gift, this should be noted in the letter. The lending party in a Private Mortgage situation MAY NOT be on the deed to the Affordable Unit.

4. Down Payment

In order to encourage homeowner investment and a sense of direct involvement in the homeownership process, it is strongly recommended that the buyer provide 5 percent of the purchase price as down payment. In addition, as a practical matter, applicants are highly unlikely to receive a mortgage without at least a 5% down payment. The funds may be provided

as a gift (e.g., from a family member or friend) if the funds do not have to be repaid, and proof of the gift must be provided at the time of income certification (see above).

Some municipalities offer a down payment assistance grant program. In such cases, the minimum down payment requirement is governed by specific program requirements. The Administrative Agent will maintain a list of down payment assistance programs that may become available and provide program information to buyers.

5. Separated Spouses

Separated applicants who have not finalized their divorce settlement agreement cannot purchase an affordable home until the spouse signs a form stating that they are releasing any claim right or interest in the affordable home being purchased. If the spouse refuses to sign the release, the applicant can request a judge to require the spouse to sign the form.

6. Cosigners on Deeds and/or Mortgages Are Not Permitted

If a buyer for Affordable Housing cannot obtain a mortgage, a family member or friend CANNOT obtain a mortgage and allow the affordable buyer to reside in the home. Anyone on the deed and/or mortgage is considered part of the **buyer's** household and must be included in the income certification and must reside in the home as its primary residence.

However, not all household members are required to be on the mortgage and/or deed. *For example, if a household is composed of the buyer and its roommate, both the buyer and the roommate will be included in the income certification. The roommate is not required to be on the deed or the mortgage.*

C. Purchase Agreement and Contracts For Sale

As the buyer and seller enter into negotiations, the purchase agreement is an **“internal”**, not legally binding, COAH generated document between them to establish and ensure that the unit will be affordable to the buyer. It stipulates such terms as the MRSP of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit (**“Purchase Agreement”**). All these terms are then set out in the contract for sale. Typically, the Purchase Agreement is signed after the buyer has been income certified, however under certain circumstances the Purchase Agreement may be amended and signed after the income certification process (see Section 4 below).

The contract for sale is a legal contract between the buyer and seller, finalizing the negotiations between buyer and seller and setting out all **material terms of the transaction** (**“Contract for Sale”**). The Contract for Sale can only be executed after the household is income certified.

Copies of both the Purchase Agreement and Contract for Sale should be sent to the Administrative Agent immediately upon execution.

1. MRSP and “Extras”

The Purchase Agreement includes a section for the Seller to list items that may be sold separately at a price agreed upon by the buyer and seller. The price to be paid for items of personal property shall not be used as a mechanism to avoid or circumvent the limitations on

the resale price of the unit itself. The personal property for sale cannot become a contingency of the house sale. If this separate transaction occurs, it cannot be incorporated into the Mortgage or Contract of Sale.

These “extras” do not include items of property that are permanently affixed to the unit such as countertops and flooring or were part of the original sale. These permanently affixed items are to be included in the MRSP and no additional compensation is permitted to the owner. As stated in UHAC, N.J.A.C. 5:80-26.9: **“Upon the resale of a restricted 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.”**

2. Accepting and Rejecting Offers

The Seller of the home must accept offers from the next buyer on the waiting list whose income is certified and who offers to purchase the home for the MRSP. The Seller cannot reject an offer at the MRSP from the first eligible person on the waiting list for any reason such as the buyer not making a cash purchase. In the contract, the Seller can include a requirement that the buyer be able to close in a reasonable amount of time, such as two months.

Buyers may make offers at less than the MRSP. The seller may choose to accept such an offer but is not required to accept such lower offers.

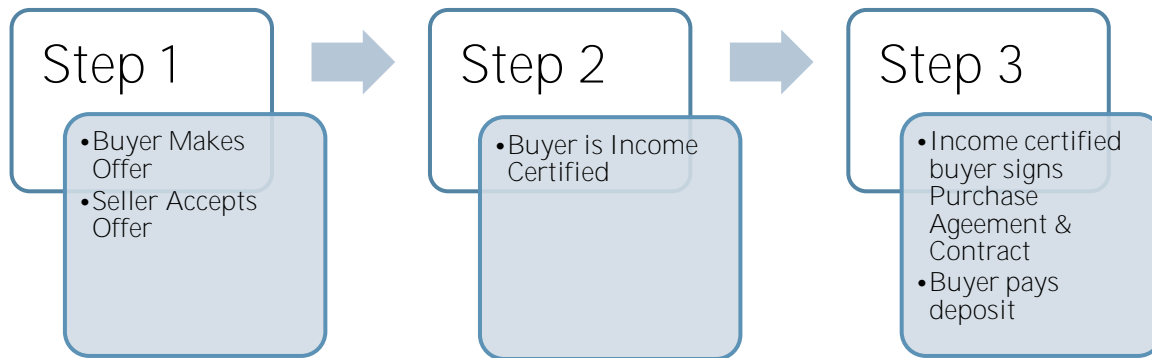
3. Good Faith Deposit/Earnest Money

It is not required, but the seller may choose to collect a good faith deposit or earnest money at the time the Purchase Agreement is signed.

4. Purchase Agreement and Income Certification

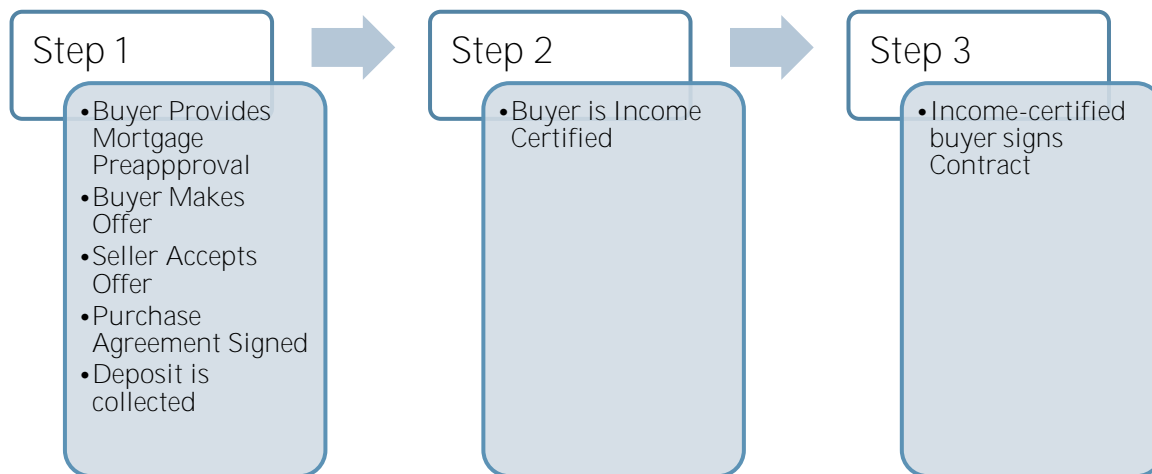
The Purchase Agreement is typically signed only after the household is income certified. (*See Figure 9 below.*) Under this process, the Purchase Agreement clearly states that only an income certified household may sign a purchase agreement. See Glossary for definition of “Certified Household”. This process will be utilized for most resales, and it is the most effective process for selling homes if there is not a high demand for the home.

Figure 9: Purchase Agreement Signed After Income Certification



However, under certain circumstances, the Administrative Agent may amend the Purchase Agreement to permit a buyer who is not yet income certified to sign the Purchase Agreement. These circumstances include new developments where demand is very high for the units. Under this approach, as shown *Figure 10*, the Purchase Agreement will clearly state that the Purchase Agreement is contingent on the income certification by the Administrative Agent of the buyer as a Low or Moderate-Income household and, in the event that the household is determined not to be income eligible or does not submit a complete application, then the Purchase Agreement is invalid.

Figure 10: Purchase Agreement with Non-Income Certified Buyer



D. Attorneys

New Jersey does not require that attorneys participate in real estate transactions. However, while not a requirement, it is recommended that both the buyer and seller hire an attorney to draft the contract and represent them during the transaction.

E. Realtors

A realtor is not required for the sale of the affordable home because the Administrative Agent will refer interested buyers from the waiting list. However, some Sellers may choose to hire a realtor to conduct additional marketing and show the home. This is permitted under the following circumstances:

- The **Seller provides the realtor's contact information to the Administrative Agent** so that the Administrative Agent can inform the realtor of the MRSP, preliminary application, income certification process, and other Affordable Housing requirements;
- All interested buyers referred by the realtor, must submit a preliminary application and will be contacted following the process outlined in Chapter III; and
- Any realtor fee is subtracted from the MRSP. In no circumstances will the price of the home exceed the MRSP.

F. Coordination of Closing

After the home goes under contract, the Administrative Agent will maintain regular contact with the buyer, seller, and/or their attorneys as well as the mortgage provider. The Administrative Agent will answer questions about the Affordable Housing documents and assist to resolve any issues that arise before closing.

1. Required Legal Documents

The Administrative Agent will prepare the Affordable Housing documents summarized in *Figure 11*. If 95/5 is currently being used, we will continue to use 95/5 for resales. However, in all other cases, we will use Round III deed restrictions.

2. Resale of Affordable Units: Requirement for a Market Rate Appraisal

A market rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period. The repayment amount is paid to the Municipality.)

For new units, the developer is responsible for providing the market rate appraisal. **If the buyer's mortgage company completes a market-rate appraisal**, that appraisal can be used instead.

For resales, the buyer must provide the market rate appraisal. **If the buyer's mortgage company will not be completing a market rate appraisal or it is a cash deal**, the buyer must pay for a market rate appraisal. *This buyer will be notified of this requirement as soon as the Purchase Agreement is signed because the unit cannot close without the market appraisal.*

Figure 11: Legal Documents for Ownership Units

	No Master Deed	Master Deed
Not a 95/5 Unit	<ul style="list-style-type: none"> ◆ Deed “A” ○ Certification “J” ○ Recapture Note “L” (DCA), “N” (Municipality), or “P” (Agency) ◆ Recapture Mortgage “M” (DCA), “O” (Municipality), or “Q” (Agency) 	<ul style="list-style-type: none"> ◆ Deed “D” ◆ Restrictive Covenant “C-1” ○ Certification “J” ○ Recapture Note “L” (DCA), “N” (Municipality), “P” (Agency) ◆ Recapture Mortgage “M” (DCA), “O” (Municipality), or “Q” (Agency)
95/5 Unit	<ul style="list-style-type: none"> ◆ Deed “B” ○ Certification “J” ○ Recapture Note “G” ◆ Recapture Mortgage “H” 	<ul style="list-style-type: none"> ◆ Deed “D” ◆ Restrictive Covenant “C-2” ○ Certification “J” ○ Recapture Note “G” ◆ Recapture Mortgage “H”
<ul style="list-style-type: none"> ○ Must be filed with Administrative Agent / Municipality ◆ Must be recorded with County 		
<p><i>95/5 Unit:</i> Existing projects (generally completed before 2004) are considered 95/5 units and the Legal Instruments for 95/5 units will be utilized.</p>		

3. Closing Fees

If applicable, required closing fees paid by the Seller are due at the time of closing and must be included on the Settlement Statement. The fee cannot be waived.

The only exception is if the unit is bank owned as the result of a foreclosure action and the lenders (such as FHA, Fannie Mae, or Freddie Mac) are statutorily prevented from paying closing fees.

4. Closing Checklist

At the closing, the Administrative Agent will review the Affordable Housing rules with buyer including the following:

- When the unit is sold in the future, the owner must contact the Administrative Agent. The unit cannot be sold for more than the MRSP, and it must be sold to an income Certified Household;
- All refinancing, including lines of credits, secured by the Affordable Unit, must be approved in advance and in writing by the Administrative Agent. The total amount of all debt may not exceed 95 percent of the MRSP of the home;
- The Affordable Unit **must be the owner’s primary residence**;

- No renting of this unit is permitted except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent (see Waiver section for more information); and

Improvements made to the unit will not increase the MRSP. However, as permitted under UHAC (N.J.A.C. 5:80-26.9), an owner “may apply to the Administrative Agent to increase MRSP 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 [additional bedroom, cost of central air conditioning ... see **N.J.S.A.** 5:80-26.9]. In no event shall the MRSP or an improved housing unit exceed the limits of affordability for the larger **household.**”

Prior to closing, the Administrative Agent will obtain a copy of the Closing Disclosure for the Affordable Housing file that is executed at closing between the buyer and seller to confirm that:

- The sale price listed on the Closing Disclosure does not exceed the MRSP; and
- The buyer has not financed more than 95 percent of the sale price and that the buyer is not receiving cash back at closing.

Following closing, the Administrative Agent will obtain one original set of documents and distribute the copies as follows:

- Original of Mortgage, deed, discharges and Restrictive Covenant (if applicable) to the attorney or title company that handled the closing for recording.
- Copy of all documents is provided to the buyer.
- Original of Mortgage Note and copies of all other documents are kept by the Administrative Agent for the Affordable Housing file.

G. Refinance Requests

Affordable home owners are permitted to refinance their mortgages or incur some form of additional debt on their home, such as a home equity loan. The owner must notify the Administrative Agent who will review the request to confirm that the total debt is not more than 95 percent of the current MRSP. If the total debt exceeds 95 percent of the MRSP, the request will be denied. If the request is under 95 percent, the request will be approved.

Reverse mortgages are not prohibited by UHAC. However, lenders have historically not approved reverse mortgages on deed restricted affordable properties because of the refinance limits. Any requests for reverse mortgages should be carefully reviewed to ensure that there is no way the loan amount will exceed 95 percent of the MRSP.

If there is a fee to review the refinance request, the refinance review will not be started until the fee is submitted via certified check or money order.

As clearly stated in the Restrictive Covenant, the owner is forbidden from refinancing or taking an equity loan, a secured letter of credit, or any other mortgage obligation or other debt without advanced, written approval from the Administrative Agent.

H. Annual Mailing

The Administrative Agent will send a mailing to each of the affordable owners annually. This newsletter will provide the owner with information about how to get in touch with the Administrative Agent if they want to sell their home or refinance their mortgage. It will also remind them of other important Affordable Housing requirements.

The envelope will be marked “do not forward”, and if it is returned by the post office, the Administrative Agent will follow-up with the owner to determine if the owner is no longer living in the home.

I. Report that Owner is Not Living in the Unit and/or Renting Unit

When the Administrative Agent obtains indications that an owner is not living in the unit, the Administrative Agent will investigate the allegation. The Administrative Agent will gather as many details as possible such as how long the owner has not been living in the unit; if anyone else is living there (i.e. renters); and if there is anyone else that will corroborate the allegations.

The Administrative Agent will also contact the Municipal Division of Tax Collection to determine where the tax bills are being sent. If they are sent to a different address than the property address on file with the Administrative Agent, then this is an indication that the owner is leasing the Affordable Unit.

The Administrative Agent will send a letter to the owner asking that it call the Administrative Agent within seven days. If the letter is returned, this will also suggest that the owner is not living in the unit. If the owner receives the letter and calls the Administrative Agent, the Administrative Agent will ask the owner about the allegations and request that they provide proof of residency, **including copies of their driver’s license** and utility bills. The Administrative Agent may also determine it is necessary to do an address search on the owner.

If it is determined that the owner is not living in the home, the enforcement provisions outlined in *Chapter VIII* will apply.

J. Non-payment of Condominium/Homeowner Association Dues, Taxes, Mortgages, and Foreclosure

When the Administrative Agent receives a report that the owner is falling behind in home owner association dues, taxes, and/or mortgage payments, it will immediately reach out to the owner. The purpose of this outreach is to:

- Educate the owner on the risks of not paying their condominium or homeowner association dues, taxes, and/or mortgage payments;
- Determine whether the owner has experienced a temporary or permanent loss of income;
- Recommend that they contact their condominium/homeowner association and/or mortgage company to see if they can set-up a repayment plan;
- Refer them to foreclosure prevention resources; and

- Advise them of the MRSP of their home if they are interested in selling the home before they become further behind.

The Administrative Agent will track the status of the unit and coordinate closely with the Municipality through its **Tax Collection and/or Assessor's** Office, as well as its Corporation Counsel, in order to be updated as to any water and sewer fees that are in arrears and any foreclosures on Affordable Units. Additionally, the Administrative Agent will notify the Municipal Corporation Counsel if it becomes aware that the home is in foreclosure or a lien has been placed on the unit by the condominium/homeowner association.

All deed restrictions must clearly specify that the affordability controls remain in effect despite the entry and enforcement of any judgment of foreclosure.

K. Waivers

The Administrative Agent has authority to grant waivers from some of the Affordable Housing rules. The Administrative Agent will complete a waiver request form for each request it receives outlining the details of the request and its decision to approve or deny the request.

1. Request to Rent Affordable Unit

Requests to rent a unit will only be approved on a temporary basis if the owner will be required to leave the area for a temporary period of time, such as military deployment. Each request will be reviewed by the Administrative Agent (as permitted by UHAC) based on the specific circumstances of the request. *Another example of where a request for waiver possibly would be approved is where the owner needs to go to another area to care for a sick relative for a short period (such as three months or less). A request for a waiver in order to move to another city to “try out” a new job for six months most likely would not be a basis for an approval.*

The Administrative Agent will determine the maximum rent based on the initial affordability pricing of the unit, and will select the tenant through Affirmative Marketing and random selection.

Other requests to rent units will be denied. These include requests from owners who would like to rent their home because they are unable to sell the unit for the full MRSP.

2. Request to Sell to a Higher Income Household

After an Affordable Unit has been for sale for over 90 days, the owner may request that it be sold to someone in a higher income level. The first factor the Administrative Agent will consider in reviewing these requests is how long it takes to sell a similar Affordable Unit in the current housing market. It is not unusual for an Affordable Unit to be offered for sale for six months or more before a qualified buyer is found. The waiver request will not be considered until the Affordable Unit has exceeded the **“typical” time period it takes to sell a home** under current market conditions.

Next, the Administrative Agent will review the sale price of the Affordable Unit. The inability to sell a unit for the MRSP shall not, in and of itself, be considered an appropriate reason for granting a waiver. The Administrative Agent will review the sale price of recent, comparable

affordable homes and determine if the owner should consider lowering the price. The condition of the unit and whether the Seller has consented to show the Affordable Unit to interested applicants will be factored into this analysis.

If the home has been for sale longer than other Affordable Units typically take to sell with the sale price comparable to other sales, and the owner has shown the Affordable Unit to interested buyers, the waiver may be approved. This waiver will only apply to this sale, and the original income restriction will remain for future sales.

L. Requests for Improvements

The Administrative Agent will review requests to increase the MRSP of the Affordable Unit on the basis of capital improvements. Eligible capital improvements shall be an increase in the number of bedrooms only.

Owners may make other improvements to their Affordable Units, and they are not required to request approval from the Administrative Agent. This includes improvements such as new countertops or flooring that do not increase the MRSP.

M. Transfer of Ownership to Non-Income Certified Owner

Under the following circumstances, ownership of an Affordable Unit can be transferred to another owner without the new owner being income certified. These circumstances include:

- 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; or
The transfer of ownership through an executor's deed to a Class A beneficiary (father, mother, grandparents, descendants, spouses, and, generally, civil union partners, or domestic partners).

This waiver will only apply to this sale, and the original income restriction will remain for future sales.

N. Enforcement

The guidelines for the enforcement of the affordable rules are outlined in *Chapter VIII*.

VI. Rental Program

The following is an overview of the process of filling a rental vacancy. See *New Rental Units* in *Chapter II* for a discussion of allowable fees and landlord-tenant selection criteria and *Chapter III* for a full discussion of management of the waiting list.

A. Filling Affordable Rental Vacancy

1. Landlord Notices of Vacancy

Landlords will notify the Administrative Agent when there will be a vacancy. Because of the Affirmative Marketing and income certification requirements, landlords will be advised that it may take up to two months to find a qualified tenant and longer if there is not high demand for a unit.

2. Calculating the Maximum Rent at Vacancy

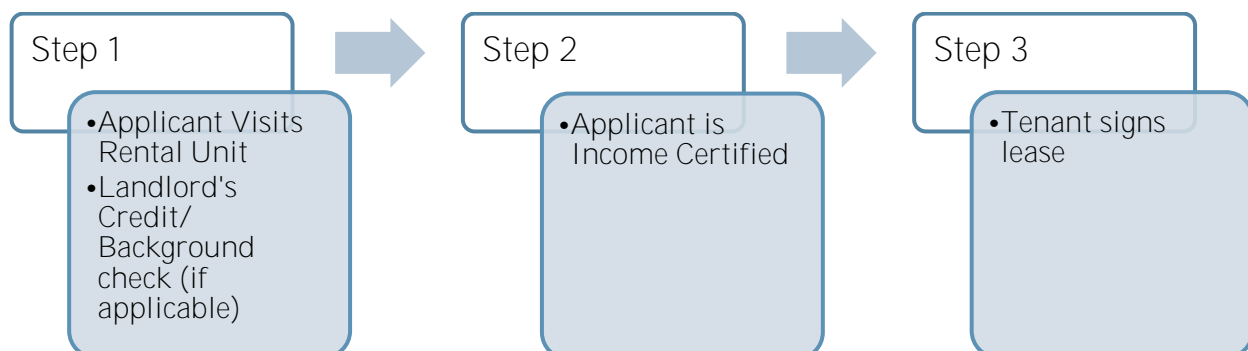
The Administrative Agent will determine the Maximum Rent that can be charged to the new tenant. This will be based on initial rent when the first tenant occupied the unit and the annual increases permitted by the State. See Appendix A for updated maximum annual rent increase. (Annual rental increases will be calculated even if the landlord did not take all permitted annual increases for the previous tenant.) **At the landlord's** discretion, the landlord can choose to rent the unit for less than the Maximum Rent determined by the Administrative Agent.

3. Referring Applicants to Landlord

The Affirmative Marketing process is outlined in *Chapter III* of this manual. After the next **household on the waiting list passes the Administrative Agent's preliminary screen, the applicant is referred to the landlord to see the unit. If the applicant wants to rent the unit, they will complete the landlord's application and pay any required landlord fees.** (See *New Rental Units* in *Chapter II* for discussion of fees and landlord-tenant selection criteria.)

If the landlord approves the applicant, the landlord will notify the Administrative Agent and the Administrative Agent will invite the applicant to submit a full application (*Figure 12*).

Figure 12: Rental Income Certification Process



4. Income Certification and Signing the Lease

After the applicant is fully income certified, the landlord will be notified that they may execute a lease with a tenant. *Co-signers* are permitted if allowed by landlord. Applicants who are separated and do not have settlement agreements are permitted to rent an Affordable Unit. However, in order to calculate the household income at the time of the full income certification, the applicant will need to provide a division of assets signed by both parties.

A copy of the executed lease must be sent to Administrative Agent.

B. Lease Renewals

The Administrative Agent will calculate the allowable maximum rent each year (please see **Appendix A entitled “Methodology for Calculating Regional Income Limits and Rental Increases”**). The Administrative Agent will advise the landlord what the maximum amount of rent is and request the copy of the executed lease for the file. And, unlike some forms of Public Housing, **the tenant’s right to tenancy at the allowable rent does not vary with any increases or decreases in the tenant’s income.**

If the landlord chooses not to take the annual increase, the landlord may not take a larger increase the following year. *For example, if the landlord does not take the 2015 increase in 2015, they may not take the 2015 and 2016 increase the following year if the current tenant does not move out.*

Month-to-month leases are permitted. Additional fees for month-to-month leases are **considered “optional fees.” See discussion of optional fees in Chapter II.**

Income certification of tenants is NOT required at the time of lease renewal. Upon leasing an Affordable Unit to a new tenant, the landlord will be permitted to lease at the allowable rent level permitted at that time.

C. Adding Additional Household Members to the Lease

The household composition of the rental household may change over time. The Affordable Housing rules do not prohibit the tenant from changing the number of household members on the lease following occupancy. However, all changes to the lease must be approved by the landlord.

However, an applicant cannot change their household composition after they submit the full application or immediately after they are income certified. The household members on the new **tenant’s lease must match the household members listed on the income certification. This is to prevent applicants from changing their household composition in order to qualify for an Affordable Unit.**

D. Income Designation of Units Are Fixed

The income designation and pricing tier of units are fixed and cannot be changed during the affordability period for any reason. *For example, if Unit 301 is a 3 bedroom Low-Income Unit and unit 201 is a 3 bedroom Moderate-Income unit, the landlord CANNOT change Unit 201 into the Low- Income unit and unit 301 into the Moderate-Income unit.*

E. Evictions

If the affordable tenant fails to pay rent or violates the terms of the lease, the landlord may take action as permitted by New Jersey Landlord Tenant laws.

F. Enforcement

The guidelines for the enforcement of the rental rules are outlined in *Chapter VIII*.

VII. Appeals

If an applicant for affordable housing is determined to be ineligible by the Administrative Agent, the applicant may submit additional proof and request reconsideration. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility.

If a policy or decision regarding this program is appealed by an outside party, the Municipal Housing Liaison (a position established by Municipal Ordinance) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situations that the Municipal Housing Liaison is unable to resolve will be forwarded to the Executive Director of the Agency (or its successor) for review or to the Superior Court of New Jersey, Monmouth County.

VIII. Enforcement

The Municipality's Affordable Housing Ordinance provides specific guidelines in the event of breach of any of the guidelines governing the Affordable Units by an owner, developer, or tenant. Please refer to Municipality's Ordinance for the complete list of enforcement activities upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant. Some of these remedies may include, but are not limited to:

- Foreclosure;
- Tenant eviction;
- Municipal fines;
- A requirement for household recertification;
- Acceleration of all sums due under a mortgage;
- Recoupment of any funds from a sale in violation of the regulations;
- Injunctive relief to prevent further violation of the regulations; and
- Entry on the premises.

A. Written Notice

In accordance with the **Municipality's** Affordable Housing Ordinance, the Municipality will provide written notice of a violation to a household, developer or tenant of an Affordable Unit advising them of the violation and the related penalty for the violation. If the violation is not corrected within sixty (60) days after the written notice, the Municipality may take the actions outlined in this Chapter.

B. Penalties

The Municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the Affordable Unit. If the owner, developer, or tenant is found by the court to have violated any provision of the regulations governing Affordable Units, the owner, developer, or tenant shall be subject to one or more of the following penalties, at the discretion of the court:

- A fine of not more than \$500 per day or imprisonment for a period not to exceed 90 days, or both. Each day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
- In the case of an owner who has rented his or her very low, low, or moderate income unit in violation of the regulations governing Affordable Units, payment into the **Municipality's** Affordable Housing Trust Fund of the gross amount of rent illegally collected; and
- In the case of an owner who has rented his or her very low, low, or moderate income unit in violation of the regulations governing Affordable Units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

The Municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the Affordable Unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a

judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit.

C. Sheriff Sale

Such judgment shall be enforceable, at the option of the Municipality, by means of an execution sale by the Sheriff, at which time the very low, low, or moderate income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the Municipality fully, including attorneys' fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the very low, low, or moderate income unit. The excess, if any, shall be applied to reimburse the Municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Municipality in full as aforesaid, the violating owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the Municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the Municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the Affordable Housing Trust as established by the Municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

Foreclosure by the municipality due to violation of the regulations governing Affordable Units shall not extinguish the restrictions of the regulations governing Affordable Units as the same apply to the very low, low, or moderate income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the Affordable 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.

If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the very low, low, or moderate income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the MRSP for which the very low, low, or moderate income unit could have been sold under the terms of the regulations governing Affordable Units. This excess shall

be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

Failure of the very low, low, or moderate income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the MRSP of the very low, low, or moderate income unit as permitted by the regulations governing Affordable Units.

The owner shall remain fully obligated, responsible, and liable for complying with the terms and restrictions governing Affordable Units until such time as title is conveyed from the owner.

In the event that any provision in this Manual differs from the terms or penalties identified in the most current Affordable Housing Ordinance, then the Affordable Housing Ordinance (as may be from time to time modified, amended and/or revised by relevant New Jersey State laws and/or regulations) shall prevail. The invalidity or nonenforceability of any provision of this Manual in any respect shall not affect the validity or enforceability of any other provision of this Manual in any other respect.

GLOSSARY

“Administrative Agent” means the entity responsible for the administration of Affordable Units in accordance with **the Municipality’s Affordable Housing Ordinance** and as defined and with the responsibilities specified at N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of Affordable Units pursuant to N.J.A.C. 5:80-26.15.

“Affordable” means a sales price or rent within the means of a very low, low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable housing” means housing units restricted to income-eligible very-low, low and moderate income households.”

“Affordable Housing Development” means a development included in the Housing Element and Fair Share Plan, and includes but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent Affordable Housing development.

“Affordable Housing Unit” for the purposes of this manual means a housing unit proposed or created pursuant to the Fair Housing Act, for which credits are obtained pursuant to COAH regulations, and/or funded through an affordable housing trust fund.

“Affordability Average” means 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.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-Restricted Unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Application” means both the Preliminary Application and the Full Application submitted by an interested renter or potential homeowner for Affordable Units in the Municipality.

- “Preliminary Application” means the initial application submitted by all households that wish to express their interest in and be considered for Affordable Housing. This

Preliminary Application includes information about household income and composition in order to determine preliminary eligibility.

- **“Full Application” means once an Affordable Unit appropriate for the Household (either to rent or buy) has been identified and the Household is nearing or next on the waiting list, the Household will be asked to submit a full application which requires that the income and household composition be updated and verified. The Administrative Agent will make a determination of the Household’s eligibility.**

“Certified Household” means a Household that has been certified by an Administrative Agent as A Very Low, Low-Income or Moderate-Income Household.

“Closing Disclosure Form” means the form which in October 2015 replaced the commonly used HUD-1 Settlement Statement for residential real estate closings. The Closing Disclosure Form provides details about the mortgage loan selected by the buyer which includes the loan terms, projected monthly payments, and how much the buyer will pay in fees and other costs to obtain the mortgage (“closing costs”).

The lender is required to provide the Closing Disclosure Form to the buyer at least three business days before the closing on the mortgage loan. The Administrative Agent will review the Closing Disclosure Form to confirm that the sale price does not exceed the MRSP and that the buyer is not receiving cash back at closing.

“COAH” means the Council on Affordable Housing, or successor agency, which is in, but not of the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act “to have primary jurisdiction for the administration of housing obligations in accordance with sound regional planning considerations in this State” N.J.S.A. 52:27D-304 (a).

“Contract for Sale” means a legally binding agreement between a buyer and seller for the sale or transfer of real estate. See also, “Purchase Agreement”.

“CTM” means the online COAH Tracking and Monitoring system to which new units are added after initial sale or initial rental.

“DCA” means the State of New Jersey Department of Community Affairs.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development, including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

“Eligibility Period” means **once the Full Application for an Affordable Unit** has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-**week time frame, as the Household’s** eligibility is being reviewed, the applicant is not permitted to change the employment status of any Household member in order to become eligible for Affordable Housing nor change the Household composition from what is listed on the Full Application. *For example, the applicant cannot add a member to their Household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period.* If the applicant does make changes during this Eligibility Period, the Household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or Household composition and will be assigned a new position on the waiting list.

“Fair Housing Act” means the **Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)**

“Full Application” (see “**Application**”).

“Housing Authority” means the **Public Housing Agency which manages and** operates publicly assisted units in the Municipality.

“Affordable Housing Ordinance” means that chapter or section of the municipal ordinance (the rules, regulations and codes enacted by a local government) addressing local affordable housing programs and procedures, as may be amended and supplemented.

“**HOME Program**” means the HUD funded HOME Investment Partnerships Program that provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

“Household” means, in accordance with HUD definitions and UHAC practice, the number of persons in the Affordable unit and not the size of the Affordable unit. See for example, HUD’s definition of household as “[o]ne or more persons occupying a housing unit” -- in other words, the number of persons in the home. HUD website accessed 6/13/2016. http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/ See also UHAC regulation N.J.A.C. 5:80-26.4, “In determining the initial rents and initial sales prices for compliance with the affordability average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household.”

“Housing Region” means a geographic area, determined by COAH, of no less than two and no more than four contiguous, whole counties, which exhibits significant social, economic, and income similarities and which constitutes, to the greatest extent practicable, a Primary Metropolitan Statistical Area (PMSA), as last defined by the United States Census Bureau.

“HUD” means the US Department of Housing and Urban Development. **“Interest Date”** means the date on which a Household submits its Preliminary Application thereby establishing its place on the priority list for consideration of Affordable Units.

“LAD” means the [New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.](#), prohibits, among other discriminatory actions, discrimination when selling or renting property.

“Low-income Household” means a household with a total gross annual household income equal to 50 percent or less of the median household income for the housing region.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Market-rate units” means housing not restricted to very low, low- and moderate-income households that may sell or rent at any price.

“Maximum Restricted Sales Price” or “MSRP” means the maximum sales price of restricted ownership units within each affordable development upon resale of the Affordable Unit in accordance with N.J.A.C. 5:80-**26.3(e)** which states that such units **“shall be affordable** to households earning no more than 70 percent of median income. Each affordable development must achieve an affordability average of 55 percent for restricted ownership units. [See Glossary for definition of “Affordability Average.”](#) In achieving this Affordability Average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each **bedroom type.”** *For example, a two-bedroom moderate income unit originally sold for \$85,000 and another exactly similar unit originally sold for \$105,000. There always will be a disparate MSRP for resales of these two units. Both moderate income units are priced differently to reach different income levels of moderate income households.*

“Median income” means the median income by household size for the applicable housing region as adopted annually by COAH or a successor entity approved by the Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income for the housing region.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Municipal Housing Liaison” means a position established by ordinance of the Municipality where the individual as a part time or full time employee of the Municipality is responsible for the oversight and administration of the Affordable Housing program for the Municipality

“PHA” means **Public Housing Authority**. See below for definition.

“PMI” means **private mortgage insurance**. PMI is a type of mortgage insurance used with conventional loans. Like other kinds of mortgage insurance, PMI protects the lender (not the homebuyer) if the homebuyer stops making payments on the loan. PMI is arranged by the

lender and provided by private insurance companies. PMI is usually required when the homebuyer has a conventional loan and makes a down payment of less than 20 percent of the **home's purchase price**. **PMI also is** usually required when a homeowner is refinancing with a conventional loan and **the owner's** equity is less than 20 percent of the value of the home. <http://www.consumerfinance.gov/>, US Consumer Financial Protection Bureau, accessed August 10, 2016.

“Preliminary Application” (see “Application”).

“Public Housing” “Public Housing Authority” means those public housing units which are funded largely by governmental programs such as those administered by HUD programs which are owned, operated and managed by a public housing authority (“PHA”). As defined by HUD, **“public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities.** Public housing comes in all sizes and types, from scattered single family houses to high rise apartments for elderly families. There are **approximately 1.2 million households [in the US] living in public housing units [.]”** http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph, HUD Website, accessed June 7, 2016.

“Purchase Agreement” **means a not legally binding, “internal” COAH generated document** between a buyer and seller of residential real estate to establish and ensure that the Affordable Unit will be affordable to the buyer. It stipulates such terms as the Maximum Restricted Sale Price (or Maximum Permitted Resale Price) of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit. (See **“Contract of Sale”**).

“Random selection process” **means a process by which currently income-eligible** households are selected for placement in Affordable 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).

“Redevelopment Plan” **means** a plan adopted by the Municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

“Regional Asset Limit” **means the maximum housing value** in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

If a Household (seeking to be certified for an Affordable Unit) owns a primary residence (with no mortgage on the property) valued at or above the regional asset limit as published annually **by COAH, a Certificate of Eligibility will be denied unless the Applicant's existing monthly** housing costs (including principal, interest, taxes homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 38 percent of the **household's eligible monthly income. N.J.A.C. 5:80-26.16(b)(3).**

“Regional Preference” means that in accordance with UHAC, municipalities may wish to give preference to applicant households that live or work in their COAH housing region. If so, the municipality must state this preference as part of its affordable housing ordinance. This preference cannot be limited to families that live or work in the host municipality – if preference is given, it must be given to all households that live or work in their COAH housing region.

COAH divides New Jersey’s 21 counties into six housing regions as outlined on COAH’s Annual Regional Income Limits Chart.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted Unit” means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under the Urban Homeownership Recovery Program (“UHORP”) or the Market Oriented Neighborhood Investment program (“MONI”) of the Agency.

“UHAC” means the Uniform Housing Affordability Controls adopted by the State of New Jersey and set forth in N.J.A.C. 5:80-26.1, et seq.

“Very Low-Income Household” means a household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

“Very Low-Income Unit” means a restricted unit that is affordable to a very low-income household.

“Veterans Preference” means the municipality and Developer or residential development owner may enter into an agreement to provide a preference for affordable housing to very low, 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 50 percent of the affordable units in that particular project. This provision is in accordance with N.J.S.A. 52:27D-311 (j). This preference shall be established in the applicant selection process for available affordable units so that applicants who are veterans who served in time of war or other emergency, as referenced in this subsection, and who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units. After the first 90 days of the initial 120-day marketing period, if any of those units subject to the preference remain available, then applicants from the general public shall be considered for occupancy. After the 120 –day marketing period, veterans will continue to get preference over non-veterans, as the units become available, whenever the percentage of preference-occupied units falls below the agreed upon percentage.

Appendix A: Annual Information Update

The following information is subject to change annually:

- Regional Maximum Income Limits
- Regional Asset Limits
- Annual Maximum Restricted Sale Price Increase
- Annual Maximum Rental Increase Amount

In order to keep this manual current, Appendix A will be revised annually with updated numbers upon their general availability. See next page for the most recent information.

Methodology for Calculating Regional Income Limits and Rental Increase:

Income limits for all units that are part of the municipality's Housing Element and Fair Share Plan 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 municipality annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the municipality is located within, 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 municipality'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 B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the current year and shall be utilized until the municipality 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 Municipality 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.

In establishing sale prices and rents of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

- a. The resale prices 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 determined pursuant to the process outlined above. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- b. The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

Annual Information Update - Last Revised 11-2020

Region 4 Maximum Income Limits

Mercer, Monmouth and Ocean

Household Size	Very-Low Income	Low Income	Moderate Income	Median Income
1 Person	\$22,940	\$38,235	\$61,175	\$76,469
1.5 Person*	\$24,579	\$40,966	\$65,545	\$81,931
2 Person	\$26,218	\$43,697	\$69,914	\$87,393
3 Person*	\$29,495	\$49,159	\$78,654	\$98,317
4 Person	\$32,772	\$54,621	\$87,393	\$109,242
4.5 Person*	\$34,083	\$56,806	\$90,889	\$113,611
5 Person	\$35,394	\$58,991	\$94,384	\$117,981
6 Person	\$38,016	\$63,360	\$101,376	\$126,720
7 Person	\$40,637	\$67,730	\$108,367	\$135,460
8+ Person	\$43,259	\$72,100	\$115,359	\$144,199

* 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).

Region 4 Regional Asset Limit:

\$205,486

Region 4 Maximum Restricted Sale Price Increase:

5.96%

Region 4 Maximum Rental Increase:

1.90%

Appendix 9. Trust Fund Documentation

9.A. Spending Plan

BOROUGH OF RUMSON

AFFORDABLE HOUSING SPENDING PLAN

The Borough of Rumson (hereinafter the “Borough”), Monmouth County, has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (FHA) (N.J.S.A. 52:27D-301), the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:91-1 et seq. and N.J.A.C. 5:93-1 et seq.), and the Settlement Agreement entered into between the Borough and Fair Share Housing Center (“FSHC”) on January 14, 2020, as will be amended. The Borough began collecting development fees in 2004, after its initial Development Fee Ordinance was adopted by the Borough on May 6, 2004, which was approved by COAH.

As of September 30, 2020, Rumson collected a total of \$4,802,540 in development fees, interest, and other income. It has spent a total of \$2,343,233 including \$1.7 million on the existing Market to Affordable Program and the remaining funds toward administrative costs, leaving a balance of \$2,459,307. All development fees, “other” income, and interest generated by the fees are deposited in one (1) separate interest-bearing account dedicated toward the creation of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16, as described in the sections that follow.

This updated Spending Plan is submitted to the Superior Court of New Jersey for approval to expend Affordable Housing Trust Fund monies that will contribute to the rehabilitation program, 100% affordable housing projects, the market to affordable program and the accessory apartment program. Additionally, the Borough will expend funds on affordability assistance, including expenditures to create very-low income units or to render existing units more affordable, and toward administrative expenses.

REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Third Round Judgment of Repose, Rumson considered the following:

(a) **Development fees:** **\$1,550,780**

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) **Payment in lieu (PIL):** **\$1,450,000**

Payment in lieu funds mean actual and committed payments in lieu of construction from developers. The Borough anticipates a payment in lieu of construction from a developer constructing an inclusionary development at 91 Rumson Road and 132 Bingham Avenue. The payment in lieu funds will be dedicated to the construction of a 100% affordable housing development at 62 Carton Street within the Borough.

(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.

(d) **Projected interest:** **\$4,000**

Based on interest earned in recent years and projected rates of development fee revenue, Rumson anticipates collecting \$4,000 in interest through 2025.

Table SP-1 indicates the anticipated revenue to be generated from development impact fees, payment in lieu and interest. Rumson Borough projects a subtotal of \$3,004,780 to be collected between October 1, 2020 and December 31, 2025, including interest, to be used for affordable housing purposes. The total, after adding the funds currently in the account, is projected to be \$5,464,087. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

Source of Funds – Housing Trust Fund 2020 through 2025

Year Source of Funds	2020	2021	2022	2023	2024	2025	2020-2025 Total
Projected Development	\$50k	\$300k	\$300k	\$300k	\$300k	\$300k	\$1.55M
Payment In-lieu	-	-	\$483k	\$483k	\$483k	-	1.45M
Interest	-	\$800	\$800	\$800	\$800	\$800	\$4k
Total	\$50k	\$300,800	\$783,800	\$783,800	\$783,800	\$300,800	\$3.0M

\$2,459,307
Starting Balance
(October 2020)

ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Rumson 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:

The governing body may hear and decide upon a request for development fee revenues for the purpose of creating affordable housing. The governing body reviews the request for consistency with the Spending Plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(c) Rehabilitation: \$290,000

Rumson Borough has a 29-unit rehabilitation obligation and intends to satisfy that obligation through a Borough run program. The Borough will devote the funds for rehabilitation assistance to the upgrade of a substandard unit for income-eligible homeowners qualified through the municipal program in accordance with N.J.A.C. 5:93-5.2.

(d) Affordability Assistance (N.J.A.C. 5:93-8.16(c))

Rumson Borough is required to spend a minimum of 30 percent of development fee revenue to render affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households with incomes less than 30 percent of the regional median income). The actual affordability assistance minimums should be calculated based on actual revenues.

Projected Minimum Affordability Assistance Requirement		
Actual Development Fees Collected through 9/30/2020		\$4,634,669
Actual Interest earned through 9/30/2020	+	\$70,081
Development Fees Projected 2020-2025	+	\$1,550,780
Payment In Lieu Projected 2020-2025	+	\$1,450,000
Interest Projected 2020-2025	+	\$4,000
Less Housing Activity Expenditures per N.J.A.C. 5:93-8.16(c) including new construction	-	\$1,705,601
Total	=	\$4,698,929
30 Percent Requirement	x 0.30 =	\$1,409,678
Less Affordability Assistance Expenditures through 9/30/2020	-	-
Projected Minimum Affordability Assistance Requirement	=	\$1,409,678
Projected Minimum Very Low-Income Requirement	÷ 3 =	\$469,892

Based on fees and interest collected to date and projected revenues, Rumson Borough must dedicate at least \$1,705,601 from the affordable housing trust fund to render units more affordable, including \$469,892 to render units more affordable to households with income at 30 percent or less of median income by region. Please refer to the affordability assistance program manual provided as an appendix to the Spending Plan for details of how the affordability assistance funds

are anticipated to be used. It may use a variety of vehicles to do this including, but not limited to the following:

- Emergency Repair Program;
- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Moving expenses;
- 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 will work with its affordable housing providers and administrator to expand outreach to ensure the existing and new households of very-low-, low- and moderate-income programs can take advantage of affordability assistance programs. Additionally, the Borough will work with affordable housing providers to convert low income units to very low-income units.

(e) Administrative Expenses (N.J.A.C. 5:93-8.16(e))

Rumson Borough may use Affordable Housing Trust Fund revenue for related administrative costs up to a 20 percent 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 Collected through 9/30/20		\$4,634,669
Actual Interest Collected through 9/30/20	+	\$70,081
Payments-in-lieu of construction and other deposits through 7/17/2008	+	\$97,751
Development Fees Projected 2020-2025	+	\$1,550,780
Payments In Lieu Projected 2020-2025	+	\$1,450,000
Interest Projected 2020-2025	+	\$4,000
Total	=	\$7,807,281
20 Percent Maximum Permitted Administrative Expenses	x 0.20 =	\$1,561,456
Less Administrative Expenditures through 9/30/20	-	\$898,352
Projected Allowed Administrative Expenditures	=	\$663,104

Rumson Borough projects that \$663,104 may be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Borough Attorney, Engineer, and Planner fees related to plan preparation and implementation, and to obtaining Judgment of Compliance and Repose;
- Administration fees related to rehabilitation, extension of expiring controls, affordability assistance programs, and municipally-sponsored construction programs;
- Affirmative Marketing;
- Income qualification of households; and
- Administration of Borough's Affordable Housing Units.

EXPENDITURE SCHEDULE

Rumson Borough intends to use Affordable Housing Trust Fund revenues for its municipally-sponsored construction program, accessory apartments, market to affordable program, affordability assistance including the creation of very-low income units and making existing units more affordable, and administration expenses. Additionally, this expenditure schedule meets the requirement that trust fund revenues are expended within four years of their collection.

Projected Expenditure Schedule 2021 Through 2025

Program	Units	2021	2022	2023	2024	2025	Total
Rehabilitation	29	\$58k	\$58k	\$58k	\$58k	\$58k	\$290k
Affordability Assistance		\$700k	\$700k	\$3k	\$3k	\$3k	\$1.4M
New Construction	33	\$276k	\$759k	\$1.0M	\$1.0Mk	\$365k	\$3.4M
Administration		\$100k	\$60k	\$60k	\$60k	\$60k	\$340k
TOTAL		\$1.1M	\$1.5M	\$880k	\$880k	\$397kk	\$5.4M

EXCESS OR SHORTFALL OF FUNDS

In the event that a shortfall of anticipated revenues occurs, Rumson will bond to satisfy the gap in funding. In the event that funds exceed projected expenditures, the Borough will devote any excess funds on additional affordability assistance above the 30 percent minimum requirement. Alternatively, the Borough reserves the opportunity to amend its Housing Element and Fair Share Plan, as well as this Spending Plan, to create additional affordable housing opportunities.

SUMMARY

The Borough of Rumson intends to spend Affordable Housing Trust Fund revenues pursuant to the extent regulations governing such funds and consistent with the housing programs outlined in the 2020 Third Round Housing Plan Element and Fair Share Plan. Rumson had a balance of \$2,459,307 as of September 30, 2020 and anticipates an additional \$3,004,780 in revenues and interest before the expiration of a Third Round Judgment of Repose for a total of \$5,464,087. The Borough may expend up to \$663,104 of Trust Funds on administrative costs during the period of repose. At this time, the Borough estimates that approximately \$1,409,678 of Trust Funds will be spent to create very low-income units, and to make units more affordable and \$3,424,409 on new construction of affordable housing for the market to affordable program, accessory apartments and for 100% affordable housing projects.

Spending Plan Summary	
Revenues	
Balance as of September 30, 2020	\$2,459,307
Projected Revenue from 2018 through 2025	
1. Development Fees	+ \$1,550,780
2. Payments-In-Lieu of Construction	+ \$1,450,000
3. Other Funds	+ \$0.00
Interest	+ \$4,000
Total Projected Balance	= \$5,464,087
Expenditures	
Funds Used for Rehabilitation	- \$290,000
Affordability Assistance	- \$1,409,678
New Construction	- \$3,424,409
Administration	- \$340,000
Total Projected Expenditures	= \$5,464,087
Remaining Balance	= \$0.00

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION ADOPTING AN AFFORDABILITY ASSISTANCE MANUAL

WHEREAS, a final Mount Laurel Compliance Hearing is scheduled to take place during which the Court will consider whether to approve the Borough of Rumson's Round 3 Housing Element and Fair Share Plan, its implementing ordinances and ancillary documents; and

WHEREAS, as part of the compliance process, an Affordability Assistance Manual has been prepared by Community Grants, Planning and Housing, who will administer the program; and

WHEREAS, the Affordability Assistance Manual outlines the policies and procedures of the Affordability Assistance Program including the basic content and operation of the various program components; and

WHEREAS, the manual is a mandatory element of the Borough's package of documents to be considered by the Court at the Compliance Hearing referenced above.

NOW THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Rumson, County of Monmouth, approves and adopts its Affordability Assistance Manual, attached hereto as Exhibit A, so that the Borough can implement its Affordability Assistance Program.

Resolution seconded by Council President Atwell and carried on the following roll call vote:

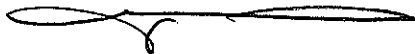
In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



Affordability Assistance

Borough of Rumson

New Jersey

Affordability Assistance Policies and Procedures Manual

November 2020



CGPH

Community Grants, Planning & Housing

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EXHIBITS:

EXHIBIT 1: Summary of Rumson Borough Affordability Assistance Program Terms

EXHIBIT 2: Affordability Assistance Application

EXHIBIT 3: Resolution Authorizing Down Payment/Closing Cost Assistance - LOAN

EXHIBIT 4: Resolution Authorizing Six Months' Rent Assistance - GRANT

EXHIBIT 5: Affordability Assistance Program Repayment Agreement

EXHIBIT 6: Mortgage Securing Payment of Affordability Assistance Program Note

EXHIBIT 7: Recapture Mortgage Note for Affordability Assistance Program

Rumson Affordability Assistance Policies and Procedures Manual

Policies & Procedures Manual

Introduction

The Borough of Rumson has dedicated funding from its Affordable Housing Trust Fund to operate this Affordability Assistance Program. Trust funds come from Development Fees levied upon developers in accordance with the Borough's **Development Fee Ordinance**, and may sometimes come from a payment in lieu of construction of affordable units for a specific development project. The creation of these Affordability Assistance programs is designed to help implement each of the nine program areas as laid out in the Borough's **Court**-approved Spending Plan, as well as one additional program for a total of 10 programs.

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Programs. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations, terms, and/or procedures. Where it is found that a new procedure may be more effective or can eliminate a recurring problem, that procedure may be incorporated into the program operation by amending this Operating Manual. In addition, this manual may be periodically revised to reflect changes in local, state, and federal policies and regulations relative to implementation of the affordable housing programs described herein.

Types of Affordability Assistance

There are three types of affordability assistance listed below. The specifics of each type are summarized in Exhibit 1. No ongoing or monthly assistance options are currently available.

1. *Down Payment and Closing Cost Assistance.* The Borough is providing down payment and closing cost assistance at a value equal to 3% of the unit's final contract price in order to improve the ability of low and moderate income households purchase deed-restricted affordable housing. Applicants must have as their own funds at least 5% of the unit's final contract price to be eligible for this assistance.
2. *Six Months Rental Assistance.* Rumson is offering a grant subsidy of up to six months' rent for renters of affordable housing units.
3. *Assisting Non-Profits & Supportive and Special Needs Groups.* Rumson will work with non-profit organizations to provide group homes and other forms of supportive housing for adults with special needs. Financial assistance will be provided on a case by case basis, with the amount of the subsidy to be determined following discussions between the Borough and housing provider.

Rumson Budget

The budget for each of the programs will be determined based on need as application requests come in. Additionally, the Borough intends to provide as much assistance as necessary to deliver its 100% affordable municipally sponsored projects. All affordability assistance funds that remain following the completion of those projects will be distributed across the programs detailed in this manual.

Eligibility

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are affordability assistance funds remaining in the budget for the year.
2. The applicant is currently in the process of buying, renting, rents, or owns a deed restricted affordable unit in Rumson Borough as their primary residence.
3. The applicant has not received an affordability assistance grant in the past. (Only one award per household is permitted. This requirement can be waived with justification.)
4. The end user household must be income certified. Applicants applying for six months rent assistance and down payment assistance will have already been income certified.

Repayment Terms, Repayment Agreement & Security Instruments

The Six Months' Rent Program and Non-profit/Special Needs support programs are grants and there is no repayment agreement.

The down payment assistance/closing cost assistance program will have a mortgage and note in favor of the municipality and executed by the property owner with the following terms:

The loan principal is forgiven at 0% per year for years 1-5, and subsequently 20% a year from years 6-10 and is secured by a second mortgage and note.

A funding agreement outlining eligibility and program expectations will be required for the non-profit/special needs program only. This agreement will be prepared by the Borough on a case by case basis, but will generally outline the number of units to be provided, amount of assistance to be provided, and administrative requirements.

ADMINISTRATION

The Administrative Agent will be responsible for administering the Affordability Assistance Programs. Questions about these programs should be directed to the Administrative Agent, included on the next page. All forms are included in the appendices and the process for disbursing funds is outlined in the Exhibits. Contact information for the current Administrative Agent is listed directly below:

CGP&H LLC
1249 S. River Rd, Suite 301
Cranbury, NJ 08512
609-664-2769 phone
609-664-2786 fax
email: homes@cgph.net
website:www.affordablehomesnewjersey.com

Six Months Rent Program

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Borough and prepares resolution authorizing grant.
4. Borough adopts Resolution.
5. Borough sends assistance directly to landlord.
6. CGP&H records assistance on master reporting spreadsheet.

Down Payment and/or Closing Cost Assistance Program

1. Applicant submits application.
2. CGP&H reviews and processes application.
3. CGP&H notifies Borough and prepares resolution authorizing award.
4. Borough adopts Resolution.
5. Borough disperses funds directly to escrow account or provides check to CGP&H to bring to closing.
6. The Repayment Agreement, Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original recorded mortgage and mortgage note shall be retained by the Program Administrator and kept in the unit file.
7. Title company will record the Mortgage as part of the closing documents.
8. The administrative agent will send the Agreement to the Borough **to obtain the Mayor's** signature, once executed the Program Administrator will send a copy to the owner.
9. CGP&H records assistance on master reporting spreadsheet.

Assisting Non-Profits/Special Needs Groups

1. Organizations requesting assistance shall be addressed on a case-by-case basis through a negotiated agreement with the Borough officials and the Administrative Agent (when applicable)

Exhibit 1: Summary of Rumson Affordability Assistance Terms

	Rental	OWNERSHIP	Supportive/Special Needs
	Six Months Rent	Down Payment and/or Closing Cost Assistance	Assisting Non-Profits & Supportive/Special Needs Groups
Purpose	Assist renters of affordable units by paying six months' rent.	Help low and moderate income households achieve home-ownership	Support the development of group homes and/or supportive/special needs housing in the Borough
Maximum Amount	Up to 6 months' rent.	3% of the unit's final contract price.	NA
Deed Restriction and Terms	The assistance is a grant and does not need to be returned.	The loan principal is forgiven at 0% per year for a period of 5 years and then at a rate of 20% for the remaining 5 years is secured by a second mortgage and note.	To be negotiated with the housing developer
Monthly Budget Required	No	No	Yes
Justification Required	No	No	Yes
Additional Criteria	Priority to very low-income households	-First time homebuyer not required - Applicants must have a personal down payment that is 5% of the unit's final contract price.	Resulting development must result in creditworthy affordable housing units for the Borough.
Assistance to:	Landlord	Closing Costs/Down payment assistance on HUD 1 or Seller's Closing Disclosure and Buyer's Closing Disclosure forms.	Developer
Advertising	Landlord & Administrative Agent will inform applicants at the time they apply.	Notify applicants when submit pre-application to purchase unit	Borough will inform Developer upon expression of interest.
Eligibility Criteria (Six Months Rent & Down Payment Assistance Only)	<ol style="list-style-type: none"> There are affordability assistance funds remaining in the budget for the year. The applicant is currently in the process of buying, renting, or owns a deed restricted affordable unit in Rumson Borough as their primary residence. The applicant has not received an affordability assistance grant in the past. (Only one award per household is permitted. This requirement can be waived with justification.) The end user household must be income certified. Applicants applying for six months rent assistance and down payment assistance will have already been income certified. 		

Exhibit 2

APPLICATION FOR AFFORDABILITY ASSISTANCE IN RUMSON BOROUGH

This application must be fully completed so that it can be accepted and processed. This application is not transferable. If you require assistance, please call CGP&H at 609-664-2769 ext 5, or via email at homes@cgph.net. If your application is complete and you are approved to receive affordability assistance, you will be certified by CGP&H and notified by mail.

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are affordability assistance funds remaining in the budget for the year.
2. The applicant is currently in the process of buying, renting, rents, or owns a deed restricted affordable unit in Rumson Borough as their primary residence.
3. The applicant has not received an affordability assistance grant in the past. (Only one award per household is permitted. This requirement can be waived with justification.)
4. The end user household must be income certified. Applicants applying for six **months'** rent assistance and down payment assistance will have already been income certified.

Name: _____

Date: _____

1. Please indicate what type of assistance you are applying for (Choose one):

Mark with X	Program	Details
	Down Payment / Closing Cost Assistance	<ul style="list-style-type: none">• 3% of unit's final contract price.• 0% interest loan, forgiven at 0% per year for a period of 5 years and then 20% per year for the next five years and is secured by a second mortgage and note.• Applicants must have a minimum of 5% of their own funds towards the purchase of the Home.
	Six Months' Rent	<ul style="list-style-type: none">• Up to six months' rent

2. \$ Amount of Request (Please see above for maximum amounts): _____

3. Reason for request

CERTIFICATION

I hereby certify that all information concerning my family size, actual gross income as well as all other information contained herein is true and accurate to the best of my knowledge. I further understand that CGP&H and Rumson Borough are relying upon this information in order to determine whether I qualify for affordability assistance. I further certify that the copies of the documents attached to this application are true and accurate copies of the originals of such documents. I further certify that I intend to personally occupy the unit as my primary residence except for reasonable periods of vacations and illnesses. I understand that I cannot sublet or re-rent the unit.

I authorize CGP&H, Rumson Borough or their agents to check for accuracy on any and all statements and representations made in this application. This may include calls to employers to verify income, contact with banks, etc.

Applicant _____ Co-Applicant _____

Date _____ Date _____

**BOROUGH OF RUMSON
RESOLUTION NO. ____**

**RESOLUTION AUTHORIZING THE PROVISION OF A LOAN
PURSUANT TO THE BOROUGH OF RUMSON AFFORDABILITY
ASSISTANCE PROGRAM FOR THE PURCHASER OF AN
AFFORDABLE HOUSING UNIT LOCATED AT
ADDRESS**

WHEREAS, Applicant 2021- __ (“Owner”) is under contract to purchase _____, a property governed by the statutes, ordinances, rules and regulations restricting occupancy and use of the property as an affordable housing unit; and

WHEREAS, the Owner has requested a down payment/closing cost assistance loan through Rumson Borough’s Affordability Assistance Program toward the purchase of _____; and

WHEREAS, the Borough’s Affordable Housing Administrative Agent, CGP&H, LLC, has reviewed the Owner’s application and qualified the Owner for the requested assistance; and

WHEREAS, the amount of the requested Loan for down payment assistance/closing cost assistance is \$ _____, and

WHEREAS, the Borough is willing, pursuant to the Affordable Assistance Program, to extend a Loan to the Owner in the amount of \$ _____; and

WHEREAS, the funding for the Loan will be from the Rumson Borough Affordable Housing Trust Fund.

NOW THEREFORE BE IT RESOLVED on this ____ day of _____, 2021, by the Borough Council of Rumson, County of Monmouth, State of New Jersey, that:

1. The Mayor and Clerk are hereby authorized, pursuant to the Borough’s Affordability Assistance Program, to enter into an Affordability Assistance Program Repayment Agreement with Owner and provide Owner with a Loan to be used as a down payment toward the purchase of an affordable housing unit located at _____.
2. The Mayor, Administrator, Clerk, Borough Attorney, CFO, and such other staff and officials as may be appropriate are authorized to take such steps as may be reasonably required to implement this resolution, including issuance of the Loan amount.

CERTIFICATION

I, Thomas Rogers, Clerk of the Borough of Rumson, certify that the foregoing resolution was adopted by the Borough Council of the Borough of Rumson at its meeting held on the ____ day of _____, 2021.

Thomas Rogers, Clerk

**BOROUGH OF RUMSON
RESOLUTION NO. - ____**

**RESOLUTION AUTHORIZING THE PROVISION OF A GRANT
PURSUANT TO THE BOROUGH OF RUMSON AFFORDABILITY
ASSISTANCE PROGRAM FOR THE TENANT OF AN AFFORDABLE
HOUSING UNIT LOCATED at _____**

WHEREAS, Applicant _____ (“Tenant”) will be renting _____, Rumson Borough (“Property”), a property governed by the statutes, ordinances, rules and regulations restricting occupancy and use of the property as an affordable housing unit; and

WHEREAS, the Tenant has requested an Affordability Assistance Grant through Rumson Borough’s Affordability Assistance Program to pay for six months’ rent for the Property; and

WHEREAS, the Borough’s Affordable Housing Administrative Agent, CGP&H, LLC., has reviewed the Tenant's application and qualified the Tenant for the requested assistance; and

WHEREAS, the amount of the requested grant for the six months’ rent will be paid directly to the landlord, _____, by the Borough; and

WHEREAS, the Borough is willing, pursuant to the Affordable Assistance Program, to extend a grant to the Tenant in the amount of \$ _____; and

WHEREAS, the funding for the grant will be from the Rumson Borough Affordable Housing Trust Fund.

NOW THEREFORE BE IT RESOLVED on this ____ day of _____, 2021, by the Borough Council of the Borough of Rumson, County of Monmouth, State of New Jersey, that:

1. The Mayor and Clerk are hereby authorized, pursuant to the Borough’s Affordability Assistance Program, to enter into an Agreement with Tenant and provide Tenant with a grant to be used to pay for three months’ rent for the Property.
2. The Mayor, Administrator, Clerk, Borough Attorney, CFO, and such other staff and officials as may be appropriate are authorized to take such steps as may be reasonably required to implement this resolution, including issuance of the grant amount.

CERTIFICATION

I, Thomas Rogers, Clerk of the Borough of Rumson, certify that the foregoing resolution was adopted by the Borough Council of the Borough of Rumson at its meeting held on the ____ day of _____, 2021.

Thomas Rogers, Clerk

RUMSON BOROUGH

AFFORDABILITY ASSISTANCE PROGRAM REPAYMENT AGREEMENT

THIS AGREEMENT made on «Resale_Close_Date», is between «Applicant_Full_Name» (hereafter “Owner”) whose address is «Property_Address», «City», «State» «ZipPostal_Code» and Rumson Borough, with offices at 80 E. River Rd, Rumson, NJ 07760 (hereafter “Borough”) Collectively, the “Owner” and the “Borough” referred to herein as the “Parties”:

WHEREAS, Owner is purchasing/owns property located at «Property_Address», «City», «State» «ZipPostal_Code», described more specifically as Block No. «Block» Lot No. «Lot», located in Rumson Borough, Union County (hereafter “Property”); and

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the Property as an Affordable Housing unit which, among other restrictions, restricts the Owner in financing the Property or otherwise encumbering the Property by way of mortgage, home equity loan, or other forms of financing; and

WHEREAS, the Borough is willing to extend a loan to Owner in the amount of \$«Assistance_Funding_Source_Total».00; and

WHEREAS, the Owner will sign a mortgage note and record a mortgage on the Property in the principal amount of \$«Assistance_Funding_Source_Total»; and

WHEREAS, the Parties wish to memorialize the agreement between them by way of this Affordable Housing Loan Repayment Agreement (hereinafter “Agreement”);

NOW THEREFORE IT IS AGREED on «Resale_Close_Date», by and between the Parties as follows:

1. Owner acknowledges that s/he is aware, and herein reaffirms her understanding, that the Property is and will continue to be governed by the Affordable Housing rules, regulations and restrictions because it is an Affordable Housing unit under the control of the Borough.
2. Owner understands and agrees at the time of purchase that the restrictions on the Property, which state that s/he cannot make application for any second money mortgages or refinance any first money mortgages as it may apply to the Affordable Housing unit in excess of the maximum restricted mortgage amount and not until prior written approval has been obtained from the Administrative Agent.
3. Owner acknowledges and agrees that the Deed to be signed by the Owner at closing contains the recorded restrictions that govern the Property, which provide that “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 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..”

4. Owner acknowledges and agrees that there will be a tertiary loan placed on the unit recorded after this Affordability Assistance mortgage, which applies the affordability control deed restriction pursuant to the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 *et seq.*).
5. Owner acknowledges and agrees that the Borough, pursuant to its Affordable Housing regulations, has the right to foreclose on the Property as a result of any violation of the deed restrictions pertaining to the Property by the Owner and, if successful, the Borough can retain all equity in the Property.
6. The Borough agrees to extend a loan of **\$«Assistance Funding Source Total».00** to the Owner for the exclusive use **«Property Address», «City», «State» «ZipPostal Code»**.
7. The loan principal is forgiven at a rate of 0% per year for years 1-5, and at 20% per year for years 6-10 and is secured by a second mortgage and note.
8. In the event that Owner fails to make any and all necessary payments required by the within Agreement, or otherwise breaches the terms of this Agreement, the Borough shall have the right to immediately file a lawsuit, or pursue any other rights that it may have, to remedy the breach and otherwise enforce the Affordable Housing statutes, ordinances, rules and regulations.
9. In the event that Owner fails to make any and all payments when due, the Borough shall be entitled to accelerate the repayment obligation to make the full amount immediately due (plus interest, if applicable).
10. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
11. This Agreement constitutes the entire Agreement between the Parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both Parties.
12. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
13. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have signed and executed this Agreement as of the date indicated above.

Attest:

Rumson Borough

Attest:

Owner/Applicant

«Applicant_Full_Name»

Co-Owner/Applicant

STATE OF NEW JERSEY:

SS

COUNTY OF _____:

I CERTIFY that on _____, 2021, «Applicant_Full_Name», personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his or her own act.

Signed and sworn to before me the date set above.

A Notary Public/Attorney of the State of New Jersey

STATE OF NEW JERSEY:

SS

COUNTY OF _____:

I CERTIFY that on _____, _____ personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) s/he is the Borough Clerk of _____, the municipal corporation named in this document;

- (b) s/he is the attesting witness to the signing of this document by _____,
_____(title)_____ of _____(municipality)_____;
- (c) this document was signed and delivered by _____(municipality)_____ as its
voluntary act duly authorized by a proper resolution of the Borough Committee
- (d) s/he knows the proper seal of the _____ which was affixed to this
document; and
- (e) s/he signed this proof to attest to the truth of these facts.

Signed and sworn to before me _____ on the date set above.

A Notary Public/Attorney of the State of New Jersey

RUMSON BOROUGH

MORTGAGE SECURING PAYMENT OF AFFORDABILITY ASSISTANCE PROGRAM

THIS MORTGAGE, made on «Resale Close Date», by and between «Applicant Full Name», (the “OWNER”) and Rumson Borough (the “Municipality”), in connection with the property described herein (the “PROPERTY”);

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed an Affordability Assistance Program Mortgage Note (the “Note”) dated «Resale Close Date». The Owner promises to pay to the Municipality amounts due under the Affordability Assistance Program Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid as described in the Mortgage Note, the sum of \$ _____

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Rumson in the County of Union, State of New Jersey (hereinafter the “Property”), described more specifically as Block No. «Block» Lot No. «Lot», and known by the street address: «Property Address», «City», «State» «ZipPostal Code»

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under 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 rights given to the Municipality are covenants running with the land. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY’S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq.

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

Attest:

Owner/Applicant

«Applicant_Full_Name»

Co-Owner/Applicant

«CoApplicant_Full_Name»

STATE OF NEW JERSEY)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on «Resale Close Date» the subscriber «Applicant Full Name» and «CoApplicant Full Name», appeared personally before me *(If more than one person signed the foregoing mortgage and appeared before me, the words “the subscriber” and “the Owner” shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, _____ on the date set forth above.

A Notary Public/Attorney of the State of New Jersey

Record and Return to:
CGP&H, LLC
Att. Ximena Calle
1249 S. River Rd, Suite 301
Cranbury, NJ 08512

RUMSON BOROUGH

RECAPTURE MORTGAGE NOTE FOR AFFORDABILITY ASSISTANCE PROGRAM

THIS NOTE is dated «Resale Close Date». For value received «Applicant Full Name», (referred to “Owner”) promises to pay to Rumson Borough, which has its principal offices at 80 E. River Rd, Rumson, NJ 07760 (the “Municipality”), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a “Mortgage To Secure Payment of Affordability Assistance Program Note” (the “MORTGAGE”), dated «Resale Close Date», of the property described below (the “PROPERTY”). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

This is a no interest deferred loan in the amount of \$_____ will be for ten (10) years. The loan principal is forgiven at 0% per year for years 1-5, and at 20% per year for years 6-10. After ten (10) years, the loan is fully forgiven at the next resale. If sold before ten (10) years, the prorated loan amount shall be repaid by the applicant to the Rumson Borough Affordable Housing Trust Fund.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Rumson Borough in the County of Union, State of New Jersey, described more specifically as Block No. «Block» Lot No «Lot», and known by the street address: «Property Address», «City», «State» «ZipPostal Code».

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).

3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

Article 6. DEFAULT

The terms and conditions for default are set forth in Article 5 and Article 6 of the Mortgage and are incorporated as if fully set forth herein. Upon default, the Borrower must immediately repay the full amount of the unpaid principal, any and all other amounts due on the Mortgage and this Note, the Borough's costs of collection and the Borough's legal fees, including, but not limited to, costs of suit and reasonable attorneys' fees. The Borough does not give up its right to declare a default due to any previous delay or failure to declare a default.

Article 7. NO ORAL CHANGES

The terms and conditions of this Note shall only be changed by an agreement in writing approved and signed by both the Borrower and the Borough.

Article 8. INCORPORATION

The terms and conditions of the Affordability Assistance Program Repayment Loan Agreement, dated «Resale Close Date», executed by the Borrower, and any subsequent amendments thereto, are incorporated as if fully set forth herein.

Article 9. ACKNOWLEDGEMENT

Borrower acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: «Resale Close Date»

Attest:

Owner/Applicant

«Applicant_Full_Name»

Co-Owner/Applicant

«CoApplicant_Full_Name»

STATE OF NEW JERSEY)

)

ss.:

COUNTY OF _____)

On «Resale Close Date», before me came «Applicant Full Name» and «CoApplicant Full Name», who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me _____ on the date set above.

A Notary Public/Attorney of the State of New Jersey

9.B. Intent to Fund Resolution

2020-1215-143

Councilman Rubin offered the following resolution and moved its adoption:

RESOLUTION OF THE COUNCIL OF THE BOROUGH OF RUMSON
EXPRESSING ITS INTENT TO PROVIDE THE FUNDS NECESSARY TO SATISFY THE
BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, on July 29, 2020 the Superior Court approved the Settlement Agreements between the Borough of Rumson and Fair Share Housing Center ("FSHC"), which included the Borough's preliminary compliance measures; and

WHEREAS, on December 7, 2020, the Rumson Borough Planning Board adopted a Housing Element and Fair Share Plan, which the Borough contends fully addresses the Borough's Rehabilitation Need, Prior Round and Third Round "fair share" obligations; and

WHEREAS, on December 15, 2020, the Borough Council held a properly-noticed public meeting to consider endorsing the Housing Element and Fair Share Plan adopted by the Planning Board on December 7, 2020 and, after consideration of any questions or concerns raised by members of the governing body or the public, the Borough Council determined that it is in the best interest of the Borough and the region's low and moderate income households to endorse said Housing Element and Fair Share Plan and to direct the Borough's professionals to file said Plan with the Court and to take any and all reasonable actions to secure a Judgment of Compliance and Repose approving said plan to protect the Borough from any unnecessary Mount Laurel lawsuits; and

WHEREAS, the Borough's Housing Element and Fair Share Plan includes a number of compliance mechanisms, such as a Rehabilitation Program to be administered by the Borough, Market to Affordable program, 100% affordable housing and supportive and special needs housing; and

WHEREAS, pursuant to the State's affordable housing regulations and policies, and the conditions of the Court-approved FSHC Settlement Agreement, in order to assure the creditworthiness of the various compliance techniques included in its Housing Element and Fair Share Plan, the Borough must demonstrate adequate and stable funding sources; and

WHEREAS, since the Borough is committed to securing judicial approval of its Affordable Housing Plan, in order to provide an adequate and stable funding source for the components of the Borough's Housing Element and Fair Share Plan, the Borough shall rely on the funds in its Affordable Housing Trust Fund, established by its Development Fee Ordinance; and

WHEREAS, if after exhausting every potential funding source and every valid compliance technique, the Borough still cannot secure sufficient financing to completely satisfy its affordable housing obligations within the timeframes agreed upon in the Court-approved FSHC Settlement Agreement without being forced to raise or expend municipal revenues in order to provide low and moderate income housing, the Borough will cover such costs through bonding and/or other legal means; and

WHEREAS, the Court has indicated its intent to review the Borough's Housing Element and Fair Share Plan, and the Borough wishes to leave no question as to the Borough's intent to cover the cost of implementing its Housing Element and Fair Share Plan or any modification thereof that may be necessary as a result of the Court's review.

NOW, THEREFORE, BE IT RESOLVED by Council of the Borough of Rumson, County of Monmouth, State of New Jersey, as follows:

1. In order to provide adequate and stable funding for the rehabilitation and supportive and special needs housing in its Housing Element and Fair Share Plan, Rumson Borough shall make a *bona fide*, diligent, and good faith effort to exhaust the potential funding sources, included those listed in "A Guide to Affordable Housing Funding Sources" ("Funding Guide"), dated October 28, 2008, and currently posted on COAH's official website.

2. The Borough shall also maximize use of the funds from its Development Fee Ordinance to facilitate the economic feasibility of the Borough's Housing Element and Fair Share Plan; and
3. If, after exhausting every potential funding source in the Funding Guide and its Development Fee Ordinance, the Borough still cannot secure sufficient financing to completely satisfy its affordable housing obligations, within the time frames agreed upon in the Court-approved FSHC Settlement Agreement, the Borough will fully fund any gaps in financing including by bonding if necessary, to assure the economic feasibility of the rehabilitation and affordable compliance techniques included in the Borough's 2020 Third Round Housing Element and Fair Share Plan.
4. The Borough reserves the right to recoup any subsidy provided through future collections of development fees as such funds become available.

Resolution seconded by Council President Atwell and carried on the following roll call vote:


In the affirmative: Atwell, Casazza, Conklin, Kingsbery, Rubin and Swikart.

In the negative: None.

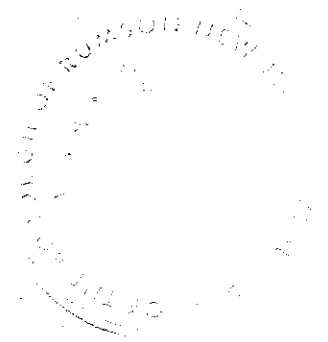
Absent: None.

CERTIFICATION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council of the Borough of Rumson at a regular meeting held on December 15, 2020.



Thomas S. Rogers
Municipal Clerk/Administrator



9.C. Development Fee Ordinance

20-005 G

**ADDITION OF AN ORDINANCE KNOWN AS CHAPTER 23 FOR THE
“AFFORDABLE HOUSING DEVELOPMENT” OF THE BOROUGH OF
RUMSON TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT
AND THE UNIFORM HOUSING AFFORABILITY CONTROLS (UHAC)
REGARDING COMPLIANCE WITH THE BOROUGH’S AFFORDABLE
HOUSING OBLIGATIONS AND TO ADOPT A REVISED DEVELOPMENT FEE
ORDINANCE TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT
FEES IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED
BY THE NEW JERSEY FAIR HOUSING ACT**

BE IT ORDAINED by the Borough Council of Rumson, Monmouth County, New Jersey, that the Code of the Borough of Rumson is hereby amended to include provisions addressing Rumson’s constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1, *et seq.*, as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

FURTHER BE IT ORDAINED by the Mayor and Council of the Borough of Rumson, Monmouth County, New Jersey, that the Code of the Borough of Rumson is hereby amended to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Borough's affordable housing programs, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1, *et seq.*, as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

Pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was 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 were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development;

SECTION 1.

That Chapter XXIII, Affordable Housing Development, shall be added as follows:

CHAPTER XXIII AFFORDABLE HOUSING DEVELOPMENT

§ 23-1 Monitoring and Reporting Requirements

The Borough of Rumson shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

1. Beginning on May 17, 2020, and on every anniversary of that date through July 1, 2025, the Borough agrees to 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 (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). 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.

2. Beginning on January 14, 2021, and on every anniversary of that date through July 27, 2025, 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 COAH or any other forms endorsed by the Special Master and FSHC.
3. By 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 FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, 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.
4. By March 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low-income housing obligations.

§ 23-2 Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means the entity designated by the Borough to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

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

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

“Affordable unit” means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

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

“Assisted living residence” means a facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

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

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, *et seq.*

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

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

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

§ 23-3 Applicability and Mandatory Set-Aside

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of Rumson pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.

2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units and including any developments funded with low-income housing tax credits.

3. If the Borough permits the construction of multi-family or single-family attached residential development that is “approvable” and “developable,” as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre or more, the Borough shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning on January 14, 2020. Where applicable within the Borough, this requirement shall apply to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project and including the conversion of a non-residential structure to a residential development, which development consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Borough’s Land Use Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation.

4. For any such development for which the Borough’s land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permitted residential development as of January 14, 2020, this requirement shall only apply if the Borough permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date of this Agreement. Nothing in this paragraph precludes the Borough from imposing an affordable housing set aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law.

5. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low- and moderate-income units are to be offered for rent, the appropriate set-aside percentage is 15 percent.

6. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein.

§ 23-4 Alternative Living Arrangements

1. 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:

a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;

b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, 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.

3. 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.

§ 23-5 Phasing Schedule for Inclusionary Zoning

In inclusionary developments the following schedule shall be followed:

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

§ 23-6 New Construction

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

a. 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 percent of all restricted rental units shall be very low-income units (affordable to a household earning 30 percent or less of regional median income by household size) across bedroom distribution. The very low-income units shall be counted as part of the required number of low-income units within the development.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

- 1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
- 2) At least 30 percent of all low- and moderate-income units shall be two-bedroom units;
- 3) At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and
- 4) The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

- 1) An adaptable toilet and bathing facility on the first floor; and
- 2) An adaptable kitchen on the first floor; and
- 3) An interior accessible route of travel on the first floor; and
- 4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

5) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and

6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that Rumson has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b) To this end, the builder of restricted units shall deposit funds within the Borough of Rumson's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

c) The funds deposited under paragraph 6)b) above shall be used by the Borough of Rumson for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Borough of Rumson for the conversion of adaptable to accessible entrances.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and 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.

(7) 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.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the calculation procedures as approved by the Court.

1) Regional income limits shall be established for the region that the Township is located within 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 Township'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.

- 2) The income limits are the result of applying the percentages set forth in paragraph (1) above to HUD's determination of median income for the fiscal year 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- 3) 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 Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (1) 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.
- 4) In establishing sale prices and rents of affordable housing units, the Township's administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:
 - (a) The resale prices 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 determined pursuant to the above methodology. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 - (b) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median

income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one- and one-half person household;
- 3) A two-bedroom unit shall be affordable to a three-person household;
- 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
- 5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

- 1) A studio shall be affordable to a one-person household;
- 2) A one-bedroom unit shall be affordable to a one- and one-half person household; and
- 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

j. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

§ 23-7 Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

§ 23-8 Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

1. Provide an occupant for each bedroom;
2. Provide children of different sexes with separate bedrooms;
3. Provide separate bedrooms for parents and children; and
4. Prevent more than two persons from occupying a single bedroom.

§ 23-9 Control Periods for Restricted Ownership Units and Enforcement Mechanisms

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until Rumson takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§ 23-10 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

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

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

§ 23-11 Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
2. Notwithstanding the foregoing, 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.
3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.
5. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Borough Council, and subject to 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.
6. A certified household that purchases a restricted ownership unit must occupy it as a 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 a hardship, to lease the restricted unit to another certified household for a period not to exceed one year. Violations of this provision shall be subject to the applicable enforcement provisions of Section 20 of this Ordinance.

§ 23-12 Limitations on Indebtedness Secured by Ownership Unit; Subordination

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed

indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

§ 23-13 Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

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

§ 23-14 Control Periods for Restricted Rental Units

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Rumson takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Rumson. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

- a. Sublease or assignment of the lease of the unit;
- b. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

§ 23-15 Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

§ 23-16 Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.

c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents 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.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

§ 23-17 Municipal Housing Liaison

1. The Borough of Rumson shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Borough's affordable housing

program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Borough's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Rumson shall adopt an Ordinance creating the position of Municipal Housing Liaison and a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Rumson, including the following responsibilities which may not be contracted out to the Administrative Agent:

- a. Serving as Rumson's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
- b. Monitoring the status of all restricted units in Rumson's Fair Share Plan;
- c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;
- d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
- e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the Borough of Rumson shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Borough in accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Borough Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

§ 23-18 Administrative Agent

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

1. Affirmative Marketing:
 - a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of Rumson and the provisions of N.J.A.C. 5:80-26.15; and
 - b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
2. Household Certification:
 - a. Soliciting, scheduling, conducting and following up on interviews with interested households;

- b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
- c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
- e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;
- f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of Rumson when referring households for certification to affordable units; and
- g. Notifying the following entities of the availability of affordable housing units in the Borough of Rumson: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, STEPS, OCEAN Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP, and the Supportive Housing Association.

3. Affordability Controls:

- a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Monmouth County Register of Deeds or Monmouth County Clerk's office after the termination of the affordability controls for each restricted unit;
- d. Communicating with lenders regarding foreclosures; and
- e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

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

5. Processing Requests from Unit Owners:

- a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
- b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
- c. Notifying the municipality of an owner's intent to sell a restricted unit; and
- d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

- a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
- d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
- f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Borough Council and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

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

§ 23-19 Affirmative Marketing Requirements

1. The Borough of Rumson shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation,

disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 4 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Monmouth, Mercer and Ocean Counties.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and rerentals. The Administrative Agent designated by the Borough of Rumson shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the 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.
9. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Rumson, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network STEPS, OCEAN Inc., the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch and Trenton branches of the NAACP, and the Supportive Housing Association.
10. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

§ 23-20 Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations

governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

1) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Borough of Rumson Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low-

and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

6) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§ 23-21 Appeals

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

§ 23-22 Development Fee Purpose

This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§ 23-23 Basic Requirements

A. This Ordinance shall not be effective until approved by the Court.

B. The Borough of Rumson shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

§ 23-24 Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

“COAH” or the “Council” means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

“Development fee” means money paid by a developer for the improvement of property as authorized by Holmdel Builder's Association v. Holmdel Borough, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and regulated by applicable COAH Rules.

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

“Equalized assessed value” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

“Green building strategies” means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing

durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 23-25 Residential Development Fees

A. Imposition of Fees

1) Within the Borough of Rumson, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

2) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

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, if permitted by Ordinance or by Agreement with the Borough of Rumson, shall be exempt from the payment of development fees.

2) Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance and any preceding Ordinance permitting the collection of development fees 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) Any repair, reconstruction or improvement of a structure, the cost of which is less than 50% of the market value of the structure before the improvement or repair is started. For purpose of this section, "market value" shall mean the equalized assessed value of the existing improvement as established by the Borough Tax Assessor. The cost of the repair, reconstruction or improvements shall be determined by an itemized construction cost estimate prepared and submitted to the Construction Official. The estimate shall be signed and sealed by an architect or professional engineer licensed by the State of New Jersey, or where no such professionals are retained, signed by the contractor or the homeowner. Where prepared by the homeowner or contractor, the Borough Engineer may review such estimates for accuracy. "Substantial improvement" is considered to commence when the first alteration of any wall, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure. The term does not, however, include either:

(a) Any project for improvement of a structure to comply with existing state or local building, fire, health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or

(b) Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a

period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

4) Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.

5) Nonprofit organizations constructing residential projects which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.

6) Federal, state, county and local governments shall be exempted from paying a development fee.

7) Homes replaced as a result of a natural disaster, fire or flood shall be exempt from the payment of a development fee. (This exemption applies only for the owner of record at the time of the fire, flood, or natural disaster.)

§ 23-26 Non-Residential Development Fees

A. Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of Rumson as a lien against the real property of the owner.

6) Federal, state, county and local governments constructing nonresidential housing shall be exempted from paying a development fee.

§ 23-27 Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

D. Within 21 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 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 Rumson fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

§ 23-28 Appeal of Development Fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Borough of Rumson. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough of Rumson. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 23-29 Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Borough of Rumson for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Borough of Rumson;

2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling 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 Rumson's affordable housing program.

C. In the event of a failure by the Borough of Rumson to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of Rumson, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the

municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund or impose such other remedies as may be reasonable and appropriate to the circumstances.

D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

§ 23-30 Use of Funds

A. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Borough of Rumson's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the Borough of Rumson for past housing activities.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to very low-, 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 very low-income households earning 30 percent or less of the regional median household income by household size for Housing Region 2, in which Rumson 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. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) Affordability assistance to households earning 30 percent or less of the regional median household income by household size may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Borough of Rumson, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The Borough of Rumson may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

E. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

§ 23-31 Monitoring

The Borough of Rumson shall provide annual reporting of Affordable Housing Trust Fund activity to the State of 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 sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Rumson's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§ 23-32 Ongoing Collection of Fees

A. The ability for the Borough of Rumson to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Borough of Rumson has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

B. If the Borough of Rumson 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 so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

C. The Borough of Rumson 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 Rumson retroactively impose a development fee on such a development. The Borough of Rumson also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

SECTION 2.

If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3.

This ordinance shall take effect upon final passage and publication according to law.


Introduced: August 11, 2020.

Passed and Approved: September 15, 2020.

I hereby approve of the
Passing of this ordinance.

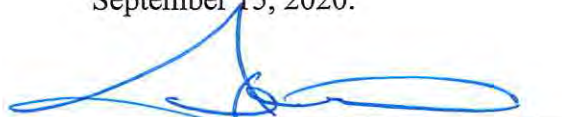

Joseph K. Hemphill
Mayor

Attest:


Thomas S. Rogers
Municipal Clerk/Administrator

CERTIFICATION

I hereby certify that the foregoing is a true copy of an Ordinance adopted by the Borough Council of the Borough of Rumson at a regular meeting held on September 15, 2020.


Thomas S. Rogers
Municipal Clerk/Administrator

