



2017

Appendices to the Housing Element & Fair Share Plan

JUNE 30, 2017

Flemington Borough, Hunterdon County, New Jersey

Prepared by:

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608

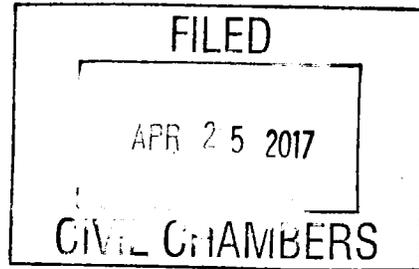


APPENDICES TO THE HOUSING ELEMENT & FAIR SHARE PLAN

1. 2017 Settlement Agreement
2. Planning Board Resolution
3. Governing Body Resolution
4. Housing, Demographic & Employment Analysis
5. 2009 COAH Substantive Certification
6. Rehabilitation Program Documentation
7. Anderson House Documentation
8. Herman E. Kapp Apartments Documentation
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12. Main and Spring Street Redevelopment Documentation
13. Luster / Dodger Blue Documentation
14. Inclusionary Zoning Overlay Ordinance
15. Affordable Housing Ordinance
16. Affordable Housing Administrative Agent Policies & Procedural Manual
17. Affirmative Marketing Plan
18. Spending Plan & Trust Fund Documentation
19. Intent to Fund



1. 2017 SETTLEMENT AGREEMENT



GREENBAUM, ROWE, SMITH & DAVIS LLP

Steven Firkser (Attorney ID: 029261983)
99 Wood Avenue South
Iselin, New Jersey 08830-2712
(732) 549-5600
Attorneys for Petitioner, Borough of Flemington

In the Matter of the Application of the
Borough of Flemington, a municipal
corporation of the State of New Jersey, for
Determination of Compliance with Affordable
Housing Obligations

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUNTERDON COUNTY

DOCKET NO. HNT-L-308-15

**CIVIL ACTION
(Mount Laurel)**

**ORDER APPROVING
SETTLEMENT AGREEMENT**

THIS MATTER having come before the Court on the application of Greenbaum, Rowe, Smith & Davis LLP, attorneys for petitioner Borough of Flemington ("Borough") for a Fairness Hearing to approve the February 13, 2017 Settlement Agreement between the Borough and interested party Fair Share Housing Center to resolve the requirements for the Borough to meet its constitutional obligation to provide its fair share of housing for low- and moderate-income households, and the Borough having provided notice to interested parties on March 23, 2017 by publication in the Hunterdon County Democrat and Courier News and by mailing notices to all

interested parties on the Borough's service list, and the Court having reviewed the comments and recommendations of Michael Bolan, the Court appointed special master, and no other party having provided any comments or objections to the Settlement Agreement, and the Court having conducted a Fairness Hearing to consider the Settlement Agreement, and good cause having been shown,

IT IS on this 25th day of April, 2017, ORDERED AS FOLLOWS:

1. Approval of Settlement Agreement. The February 13, 2017 Settlement Agreement is approved, and the Borough shall proceed with the undertakings set forth in the Settlement Agreement. Within 120 days of the entry of this Order, the Borough shall take the following actions, if it has not already done so:

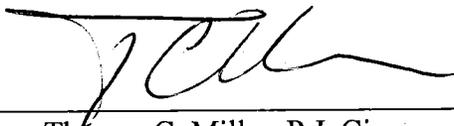
- a. The Borough Planning Board shall adopt and the Mayor and Council shall endorse a Housing Element and Fair Share Plan consistent with the terms of the Settlement Agreement. The Housing Element and Fair Share Plan shall include the Spending Plan.
- b. The Borough shall contract with an affordable housing administrator to operate a rehabilitation program that conforms with the applicable rules at N.J.A.C. 5:93-5.2 and appoint a specific municipal employee as Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, and monitoring and reporting.
- c. The Mayor and Council shall adopt a Borough-wide inclusionary zoning overlay ordinance.
- d. The Mayor and Council shall adopt amendments to the Affordable Housing Ordinance pertaining to affordability standards as referenced in the Settlement Agreement.
- e. The Mayor and Council shall adopt ordinances providing for the amendment of the Zoning Ordinance and Main and Spring Streets Redevelopment Plan as may be required to implement the terms of the Settlement Agreement.
- f. The Mayor and Council shall adopt a Resolution appointing the Borough's Administrative Agent to administer affordable units in accordance with the Uniform Housing Affordability Controls (UHAC, N.J.A.C. 5:80-26.1 et seq.).

- g. The Borough shall prepare an Affirmative Marketing Plan, and the Mayor and Council shall adopt a Resolution adopting the Borough's Affirmative Marketing Plan.

2. Continuing Obligations. The Borough shall perform the following obligations in accordance with the terms of the Settlement Agreement.

- a. The Borough shall provide annual monitoring of affordable housing trust fund activity and the status of affordable housing activity as outlined in Paragraphs 17 and 18 of the Settlement Agreement.
- b. The monitoring and reporting requirements identified in Paragraph 19 of the Settlement Agreement shall be continuing conditions of the Court's approval.

3. Service of Order. A copy of the within Order shall be served on counsel for all persons and/or entities on the municipal service list within five (5) days of receipt of this order by counsel for the Borough.



Hon. Thomas C. Miller, P.J. Civ.



Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.

February 13, 2017

Steven Firkser, Esq.
Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South
Iselin, New Jersey 08830

**Re: In the Matter of the Borough of Flemington, County of Hunterdon,
Docket No. HNT-L-308-15**

Dear Mr. Firkser:

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

Background

The Borough of Flemington filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra, and the matter was assigned to the Honorable Thomas C. Miller, J.S.C. FSHC and the Borough and Michael Bolan, the Special Master appointed in this matter, conducted discussions and appeared before Judge Miller in an October 19, 2016 case management conference, and the Borough has prepared a 2016 Third Round Plan Summary to demonstrate the Borough's plan for compliance with its fair share obligations, with guidance from FSHC and the Special Master, and such summary is annexed as Exhibit A. Through that process, the Borough and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the adoption of a Housing Element and Fair Share Plan consistent with this Settlement Agreement, and the implementation of the Plan and this agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. FSHC agrees and acknowledges that Flemington has a COAH approved Realistic Development Potential of four (4) units pursuant to COAH's resolution granting the Borough second round substantive certification, dated August 6, 2003, and reaffirmed in its July 7, 2009 resolution granting third round substantive certification.

3. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
4. FSHC and Flemington hereby agree that the Borough's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report) ¹	65
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	38
<i>Realistic Development Potential (pursuant to N.J.A.C. 5:93)</i>	4
<i>Prior Round Unmet Need (pursuant to N.J.A.C. 5:93)</i>	34
Third Round (1999-2025) New Construction Need (per Kinsey Report, as adjusted through this settlement agreement)	8

For purposes of this Agreement, the Third Round New Construction need shall be deemed to include the gap period present need, which is a measure of households formed from 1999-2015 that need affordable housing, as recognized by the Supreme Court in its January 18, 2017, decision in *In re Declaratory Judgment Actions Filed by Various Municipalities*, ___N.J.___, 2017 WL 192895 (Jan. 18, 2017).

5. The Borough's efforts to meet its present need include the following:

Flemington will rely on the Hunterdon County Rehabilitation Program and contract with an affordable housing administrator to operate a rehabilitation program that conforms with the applicable COAH rules at NJAC 5:93-5.2, which program shall be further described in the Housing Element and Fair Share Plan to be adopted pursuant to paragraph 15 of this Agreement.

This is sufficient to satisfy the Borough's present need obligation of 65 units.

6. As noted above, the Borough has a Prior Round obligation of 38 units, which is reduced to a realistic development potential ("RDP") of 4 units. The RDP of 4 units, subtracted from the Prior Round obligation of 38 units, results in an Unmet Need of 34 units. This obligation is met through the below listed compliance mechanisms. See 2016 Third Round Plan Summary annexed as Exhibit A for additional information.

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

Satisfaction of the 4-unit Prior Round RDP			
Project	Rental	Senior	Affordable Units
Martin Village Family Sale (3 of 4)			3
Herman E. Kapp Apartments (1 of 59)	X	X	1
Total			4

Satisfaction of the 34-unit Prior Round Unmet Need			
Project	Rental	Senior	Affordable Units
Unmet need = 34 Units			
Herman E. Kapp Apartments (9 of 59)	X	X	9
Cut Glass	X		6
Flemington Electric	X		1
Anderson House (4 of 6)	X		4
Main & Spring Streets Redevelopment	X		14
Total			34

Nothing in this Agreement shall require Flemington to construct more than the Affordable Units specified in this Agreement, and Flemington retains all rights to implement the Main & Spring Streets Redevelopment Plan with less than 15% of units set aside for low- and moderate-income housing, so long as a minimum of 14 affordable units are provided for consistent with all provisions of this agreement.

Nothing in this Agreement shall prejudice or limit Flemington's right to seek credit in the future for units/credits not specifically addressed or identified herein, so long as credits meet all applicable legal standards and are approved by the court or an administrative agency responsible for implementing the Fair Housing Act with the requisite authority, with FSHC reserving its right to take any position it wishes as to the validity of said credits.

7. The Borough has implemented the following mechanisms to address its Third Round new construction need of 8 units. See 2016 Third Round Plan Summary annexed as Exhibit A. for additional information.

Satisfaction of the 8-unit Third Round Obligation					
Project	Units		Bonus Credits	Total Credits	
	Rental	Senior			
Martin Village (1 of 4)			1	0	1
Herman E. Kapp Apartments (2 of 59)	X	X	2	0	2
Anderson House Group Home (2 of 6)	X		2	1	3
Flemington Electric	X		1	1	2
Total			6	2	8

8. The Borough has provided a realistic opportunity for the development of affordable housing through the development of 100% municipally sponsored housing, completed and approved inclusionary development, and a group home. Additionally, the Borough will capture future affordable housing opportunities through the adoption of a Borough-wide inclusionary zoning overlay. Nothing at this time precludes the Borough from adopting additional inclusionary zoning on specific sections of the municipality that are deemed to be suitable.

9. The Borough also has a variety of mechanisms that will provide surplus credits toward the fourth round. See Exhibit A. for additional information. The Borough reserves its right to seek credit for these mechanisms in the Fourth Round, with FSHC reserving its right to take any position it wishes as to the validity of said credits.

The Borough proposes no new construction or programs that require the presentation of a construction schedule or proof of available funds at this time.

10. The Borough agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements with one (1) very-low income unit at the Anderson House group home and requiring that 13 percent of the affordable units to be constructed as part of the Main & Spring Streets Redevelopment and 13 percent of any rental affordable units to be developed pursuant to the Borough-wide inclusionary zoning overlay to be very-low-income units..

11. The Borough shall meet its Third Round New Construction Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 7 above:

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least 50 percent of the units addressing the Third Round New Construction Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.

- c. At least twenty-five percent of the Third Round New Construction Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round New Construction Need in total must be available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
12. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, and NAACP New Brunswick Main Branch and Youth Council Branch, Rutgers University Branch, Perth Amboy Branch, and the Metuchen/Edison Branch, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
 13. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.
 14. All new construction units shall be adaptable in conformance with P.L.2005, c.350 and all other applicable law.
 15. As an essential term of this settlement, within one hundred (120) days of Court approval of this Agreement, the Borough shall introduce and adopt ordinances providing for the amendment of the Borough's Affordable Housing Ordinance, Zoning Ordinance, Main & Spring Streets Redevelopment Plan, and a final Housing Element and Fair Share Plan consistent with the terms of this Agreement to implement the terms of this settlement agreement and the zoning contemplated herein.
 16. The parties agree that if a decision of a court of competent jurisdiction in Hunterdon County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total Third Round New Construction need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to implement the plan summary attached

hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law. Further, in the event the court or agency determines that a site or mechanism no longer presents a realistic opportunity and should be replaced or supplemented, then the Borough shall have the opportunity to supplement or revise its plan consistent with the terms of this Agreement to correct any deficiency, with FSHC reserving the right to review and take any position on any such proposed change.

17. The Borough will prepare and include a spending plan in its Housing Element and Fair Share Plan, subject to the review of FSHC and the Special Master. The parties to this agreement anticipate requesting the court to find that the expenditures of funds contemplated under the spending plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by, or similar to those prepared by, the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
18. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose, or similar to those prepared by, the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. The annual reports shall include information on the very-low-income units constructed in the Borough, and such annual reporting shall be deemed to satisfy the reporting requirements of N.J.S.A. 52:27D-329.1.
19. The Fair Housing Act requires certain action to be taken by the Borough during the ten-year period of protection provided in this agreement. The Borough agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website,

with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.

20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
21. This settlement agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees not to challenge the attached Plan (Exh. A) at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If the settlement agreement is rejected by the Court at a fairness hearing it shall be null and void.
22. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
23. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Hunterdon County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
31. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
32. No member, official or employee of the Borough shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

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

TO THE BOROUGH:

Steven Firkser, Esq.
Greenbaum Rowe Smith & Davis
99 Wood Avenue South
Iselin, NJ 08830
Telecopier: 732.476.2389
Email: sfirkser@greenbaumlaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

Sallie Graziano
The Borough of Flemington
38 Park Avenue
Flemington, NJ 08822
Telecopier: 908.782.8840
Email: Clerk@historicflemington.com or
sgraziano@historicflemington.com

Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Borough of Flemington, with the authorization
of the Borough Council and Planning Board:

Dated: _____



EXHIBIT A.

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

FLEMINGTON BOROUGH | 2016 THIRD ROUND PLAN SUMMARY

This 2016 Third Round Plan Summary has been prepared on behalf of the Borough of Flemington (“Borough” or “Flemington”) to demonstrate the Borough’s plan for compliance with its fair share obligation and with the conditions of its settlement agreement with Fair Share Housing Center (“FSHC”). Pursuant to that agreement, Flemington will address three components of its affordable housing obligation:

1. **A present need / rehabilitation obligation of 65 units, as calculated by FSHC’s affordable housing expert, David Kinsey; and**
2. **A prior round new construction obligation of 38 units, as set forth in N.J.A.C. 5:93;**
3. **A third round prospective need of eight (8) units, as calculated by FSHC’s affordable housing expert, David Kinsey.**

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 383 8383
Fax: 609 383 4044

Flemington has a solid history of complying with its affordable housing obligation and proactively creating opportunities for affordable housing. The Borough was first granted substantive certification by Council on Affordable Housing (“COAH”) on August 6, 2003 for its second round housing element and fair share plan, which it initially adopted in 1997 as part of its Master Plan and submitted to COAH in June of 2000. Additionally, on July 8, 2009, the Borough became one of the roughly 70 municipalities in New Jersey that received third round substantive certification for fair share plan compliance with COAH’s 2008-adopted rules at N.J.A.C. 5:97-1 et seq.

PRESENT NEED: 65 UNITS

Flemington will utilize Hunterdon County’s housing rehabilitation program to address the 65-unit rehabilitation obligation. The Borough will fully participate in this program and will utilize the County as the administrative agent of the program. Additionally, the Borough will operate a supplementary rehabilitation program in order to expand the reach of the program and to also ensure it is available to renter-occupied households.

Flemington’s rehabilitation program will adhere to the regulations in *N.J.A.C. 5:93-5.2*. Specifically, all rehabilitated units will be substandard and will be occupied by low or moderate income households. A substandard housing unit is defined as a unit with health and safety code violations that require the repair or replacement of a major system. All rehabilitated units shall meet the applicable construction code. Additionally, upon completion of the rehabilitation, 10 year affordability controls shall be placed on sale units and 6 year affordability controls shall be placed on rental units; affordability controls shall be in the form of a lien or deed restriction.

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

Emeriti

John Clarke, FAIA
Carl Hintz, AICP, ASLA



Clarke Caton Hintz

All rehabilitations shall have an average hard cost of \$8,000 and administration shall not exceed \$2,000 per unit. While the County will utilize CDBG funds, Flemington Borough will provide any funding from the affordable housing trust fund.

PRIOR ROUND OBLIGATION: 38 UNITS

Flemington has a four (4) unit Realistic Development Potential (“RDP”) that was approved and reaffirmed by COAH in both the second and third rounds. This vacant land adjustment was approved by COAH in the Borough’s 2003 substantive certification and reaffirmed by COAH in the Borough’s 2009 substantive certification.

The Borough intends to continue many of the mechanisms identified in its 2008 third round housing element and fair share plan to address the prior round and third round obligations, and to provide surplus units toward the third round.

Realistic Development Potential

The Borough has a four (4) unit RDP, based on a lack of developable vacant land. This obligation is satisfied as follows.

Satisfaction of the 4-unit Prior Round RDP					
Project	Rental	Senior	Units	Bonus Credits	Total Credits
Martin Village (3 of 4)			3	0	3
Herman E. Kapp Apartments (1 of 59)	x	x	1	0	1
<i>Total</i>			4	0	4

Martin Village

The Martin Village (also known as the Allen Street Inclusionary Development or the Villages at Allen Street) is a 2.8-acre site that fronts on Allen Street. The project, which was completed in 2008, hosts a total of 22 units (7.86 dwelling units per acre), of which 4 are affordable (an 18% set-aside). The 4 affordable units were initially developed as age-restricted units, but are currently family sale units. The affordable units are integrated within the development and the development consists of attached dwelling units. The site is identified on the tax map as Block 2, Lots 44-47. It is not located in an urban center or workforce housing census tract. The site is zoned Senior Citizen Residential which allows



age-restricted housing at a density of 10 units to the acre with a 20% set-aside for affordable housing. The zoning was adopted on July 8, 2002. The property is surrounded by residential uses and is currently provided public water and sewer.

The project was certified by COAH during the August 6, 2003 second round substantive certification. The Flemington Borough Land Use Board granted amended final site plan approval on July 26, 2005. Subsequent to this amended final approval, the developer began construction in September 2005 and the project has since been completed¹. The units were placed on the open sale market on October 2, 2006. Despite active efforts by the developer to sell the units in the project, including the affordable units, there was only minimal interest and no sales.

On July 24, 2007 the Flemington Borough Land Use Board approved a variance request by the developer of the site to convert the units from age-restricted to family units. The Resolution approving this decision was memorialized in October 2007.

The July 24, 2007 approval of the project includes the following condition:

"3. Under the previous approval the Applicant was required to provide four (4) on-site age restricted affordable housing units. The Applicant continues to be required to provide four (4) affordable housing units and the age-restriction is removed from these units also. The affordable units shall be family for-sale units and shall be distributed as follows: one (1) two-bedroom low income unit, one (1) one-bedroom low income unit and (2) one-bedroom moderate income units."

The bedroom distribution is inconsistent with the requirements of the Uniform Housing Affordability Control Rules (hereinafter "UHAC"). This can be attributed to the fact that the project was designed as age-restricted units, which require fewer bedrooms than family units. UHAC, N.J.A.C. 5:80-26.3(b), requires that the bedrooms in age-restricted affordable units at a minimum equal the number of units. However, family affordable units must provide a specific mix of 1, 2 and 3 bedroom units. The Borough requested a waiver from the applicable UHAC requirements in September 2007. COAH responded in November 2007 by granting the waiver. Therefore, the Borough is entitled to credit for each of the 4 family sale affordable units, despite that they do not meet the bedroom distribution requirements.

The affordable units have 30-year affordability controls and is administered by the Borough's affordable housing administrator.

¹ The project has since received an additional amended final approval on January 10, 2007. However, this approval only clarified the required lighting fixtures. The applicant had begun construction prior to this January 2007 amended approval.

**Herman E. Kapp Apartments**

The Herman E. Kapp apartments (also known as the Church Street complex) is a 60-unit age-restricted 100% affordable rental complex located at Block 39, Lot 5 – 59 of the units are affordable and one is a manager's unit. One (1) unit in this project will satisfy the prior round rental obligation. The property is 1.65 acres and is located at the intersection of Church Street and Broad Street. It is surrounded by a mix of commercial and residential uses. Pennrose Development built and owns the complex and received funding through the Federal Home Loan Bank (\$500,000), Balanced Housing Funding through the New Jersey Department of Community Affairs (\$2,000,000) and Federal Low Income Housing Tax Credits (4 percent) through the New Jersey Housing and Mortgage Finance Agency. All units in this complex are administered by Pennrose. The Borough approved the complex to make an annual payment in lieu of taxes ("PILOT") equal to 6.28% of gross rental revenue. Certificates of occupancy were issued in 2006. This project was approved by COAH as part of the August 6, 2003 second round substantive certification.

The Hunterdon County Housing Corporation owns the land, which it leases on a long term basis (99 years) to Pennrose. This site was previously home to the County public works garage, which was demolished to make way for the rental complex. The Church Street complex is comprised of 51 one-bedroom and nine (9) two-bedroom apartments; three (3) of the units are fully handicapped accessible.

Of the 59 affordable units in this development, one (1) will contribute toward the RDP. The remaining units will contribute toward the unmet need and surplus units toward the fourth round.

Prior Round Unmet Need

In addition to its 4-unit RDP, the Borough must address its prior round unmet need of 34 units. COAH's June 8, 2009 approval of the Borough's 2008 third round plan allowed the Borough to address the 34-unit prior round unmet need with 34 units from the 60-unit Herman E. Kapp age-restricted development. Notwithstanding, the Borough offers the following unmet need mechanisms for the purpose of settlement.



Satisfaction of the 34-unit Prior Round Unmet Need			
Project	Rental	Senior	Affordable Units
Herman E. Kapp Apartments (9 of 59)	x	x	9
Cut Glass	x		6
Flemington Electric	x		1
Anderson House (4 of 6)	x		4
Main & Spring Streets Redevelopment	x		14
<i>Total</i>			34

Herman E. Kapp Apartments

Nine (9) units in this project will contribute toward the prior round unmet need.

Cut Glass

Dallas-Bellin received final site plan approval from the Flemington Borough Land Use Board on December 1, 2014 (decision memorialized in Resolution 2014-12) to remove all existing structures and construct 16 buildings with a total of 59 residential units, including 6 affordable units, and 3,789 square feet of commercial space. The six (6) affordable units will be located above the proposed commercial space.

The subject property is a 4.72 acre site that has frontage Main Street, Broad Street and Elmwood Avenue; Broad Street bisects the site. The western portion of the property, Block 39, Lot 2, is situated in the DB Downtown Business district; the eastern portion of the property, Block 28, Lots 3, 5, 6, 7, is situated in the TC Transition Commercial district. The development plan approved by the Board indicates that Phase 1 of development would be located entirely in the DB district (Block 39) and Phase 2 of development would be entirely in the TC district (Block 28).

As a site that previously received Land Use Board approval, the site meets COAH's site suitability standards, pursuant to N.J.A.C. 5:93.

**Flemington Electric**

Flemington Electric is a mixed use inclusionary project located on Block 29, Lot 6 and Block 38, Lot 1. The property is located at 130 Main Street, at the corner of Main Street and William Street. Specifically Block 29, Lot 6 is at the corner and Block 38, Lot 1 is across William Street with no frontage on Main Street. The project was granted preliminary site plan approval on January 24, 2006 and final site plan approval on March 28, 2006. The project is currently built and occupied. The final site plan approval required that the applicant provide one moderate income rental unit. The subject site is a 0.34-acre property located in the DB Downtown Business district.

The project involved improvement of an existing developed lot. The applicant will retain 5 existing apartments, approximately 800 square feet of commercial space and will construct 6 additional apartments, one of which will be the moderate income rental unit. The certificate of occupancy for the existing building was issued on July 5, 2007 and the certificate of occupancy for the new building, which includes the affordable unit, was issued on June 21, 2007.

The affordable unit has 30-year affordability controls and was affirmatively marketed in accordance with the Uniform Housing Affordability Control rules, N.J.A.C. 5:26-1 et seq. Additionally, the affordable unit complies with N.J.A.C. 5:97-3.14, accessible and adaptable affordable units. The unit is administered by the Borough's affordable housing administrator.

However, the unit does not meet the bedroom and income requirements. Instead of providing a two-bedroom low income unit, pursuant to N.J.A.C. 5:80-26.3, the unit is a one-bedroom moderate income unit. This unit received a waiver from COAH as part of the Borough's 2009 Substantive Certification; it was used to satisfy the third round obligation at that time. Page 9 of the March 19, 2009 COAH Report on the Borough's 2008 Third Round Housing Element and Fair Share Plan states the following in this regard:

Instead of providing a two-bedroom low-income unit, the affordable unit is a one-bedroom moderate-income unit. Pursuant to N.J.A.C. 5:96-15, the Borough is requesting a waiver from the low/mod split [N.J.A.C. 5:80-263(a)] and bedroom distribution requirements [N.J.A.C. 5:80-263(b)]. The Borough proposed to mitigate the loss of a two-bedroom low income unit by making up the unit in the proposed market to affordable program. The waiver meets the requirements of N.J.A.C. 5:96-1 5.2(a) in that the strict application of the rule would create an unnecessary financial hardship. The Borough states that the one-bedroom moderate income unit was necessary in order to support the



financial feasibility of the project because rehabilitation in older historic downtowns can be costly due to the structural and cosmetic impact of the age of the building and the detailed architecture necessary to be compatible with the historic downtown. In addition, the Borough has satisfied the other waiver criteria in that the waiver fosters the production of affordable housing by providing a unit in the downtown area in walking distance to shops, service and employment; granting the waiver fosters the intent, if not the letter of the rules in that the Borough will make up the unit; and the Borough's Fair Share Plan provides a mix of housing options, COAH staff recommends approval of this waiver.

The Borough is not proposing to mitigate the waiver since the unit will be used to satisfy the unmet need and will no longer be used to satisfy the third round obligation.

Anderson House

This special needs facility is a residential treatment facility for women that has been in operation since October 2004, located at 96 Broad Street, on Block 39, Lot 1. There are 6 bedrooms at the facility available for low and very low income households. The population served by this facility are women recovering from alcoholism and drug addiction. Anderson House is eligible for one credit for each bedroom.

Main & Spring Street Redevelopment

This area, also referred to as the "Union Hotel" is an Area In Need of Redevelopment that was declared by Borough Council in 2013. It is composed of Block 22, Lots 4, 5, 6, 7, 8, 9, 10, 12. It is composed of 2.86 acres located along Main Street with additional frontage along Bloomfield Avenue, Spring Street, and Chorister Place. A Redevelopment Plan was adopted in 2010. However, the Borough is in the process of preparing an amended Redevelopment Plan. This Redevelopment Plan will include a variety of uses, including multi-family rental, hotel, retail, restaurants and a parking garage. Fourteen (14) or more affordable rental units will be provided in this project to fulfill the remaining prior round unmet need.



Clarke Caton Hintz

THIRD ROUND OBLIGATION: 8 UNITS

The Borough has an 8-unit third round obligation that is satisfied as follows.

Satisfaction of the 8-unit Third Round Obligation					
Project	Rental	Senior	Units	Bonus Credits	Total Credits
Martin Village (1 of 4)			1	0	1
Herman E. Kapp Apartments (2 of 59)		x	2	0	2
Anderson House Group Home (2 of 6)	x		2	1	3
Flemington Electric	x		1	1	2
<i>Total</i>			6	2	8

Martin Village

The one unit in this project that is not contributing toward the RDP will be used to address the third round.

Herman E. Kapp Apartments

Two (2) units in this project will contribute toward the third round obligation. Both of these units will be reserved for low income households (see the Flemington Electric discussion for more information).

Anderson House

The 2 remaining units in this project will contribute toward the third round.

Luster / Dodger Blues

Luster / Dodger Blues is a mixed use inclusionary project located on Block 18, Lot 5. The property is located 112-16 Main Street. The project was granted preliminary site plan approval on August 28, 2007. The subject site is a 0.29-acre property located in the DB Downtown Business district. The project is not yet constructed.



Clarke Caton Hintz

The project involves improvement of an existing developed lot. The applicant will reconfigure an existing mixed use building such that it will have approximately 1,000 square feet of commercial space and 5 apartments. Additionally, garages at the rear of the property will be converted to a mixed use building with 5 apartments on the second floor and garage space on the first. One of the apartments on the second floor of the rear building (over the garage) will be an affordable unit. Condition 6 of the resolution approving preliminary site plan states the following:

“Applicant shall provide one (1) two-bedroom low income affordable unit in the building at the rear of the site and above the existing garage space. Said unit shall be handi-capped accessible and shall not be age-restricted. Said unit shall comply with COAH’s substantive rules, N.J.A.C. 5:94, and the Uniform Housing Affordability Control Rules, N.J.A.C. 5:80-26.1 et seq.”

The affordable unit will be developed and occupied in accordance with the Uniform Housing Affordability Control rules, N.J.A.C. 5:26-1 et seq., including but not limited to bedroom distribution and affordability controls of at least 30 years. Additionally, the affordable unit will comply with N.J.A.C. 5:97-3.14, accessible and adaptable affordable units. The unit will be administered by the Borough’s affordable housing administrator.

As a site that already received Land Use Board approvals, the site meets COAH’s site suitability standards, pursuant to N.J.A.C. 5:93.

Surplus Affordable Housing Units

While the Borough has fully satisfied the prior round and third round obligations, there are additional projects whose affordable units the Borough will carry over into the fourth round.

Surplus Affordable Units			
Project	Rental	Senior	Affordable Units
Herman E. Kapp (49 of 59)	X	X	47
Surplus			47

Herman E. Kapp Apartments

The 47 remaining units in this project will contribute toward the fourth round.



EXHIBIT A.

FLEMINGTON BOROUGH | 2016 THIRD ROUND PLAN SUMMARY

Clarke Caton Hintz

Low & Moderate Income Distribution

The following table provides the income distribution for all affordable units in the Borough.

Income Distribution				
Project	Very Low	Low	Moderate	Total Units
Martin Village	0	2	2	4
Herman E. Kapp	0	59	0	59
Anderson House Group Home	6	0	0	6
Luster / Dodger Blues	0	1	0	1
Cut Glass	0	3	3	6
Flemington Electric	0	0	1	1
Main & Spring Streets Redevelopment	2	5	7	14
<i>Total</i>	<i>8</i>	<i>70</i>	<i>13</i>	<i>91</i>

\\CCH-FS1\data\Documents\5050's\Flemington Borough\Applications & Projects\5216,FS Affordable Housing\Third Round\2015 DI Action\Settlement\161220 Exhibit A plan summary.docx



2. PLANNING BOARD RESOLUTION

**Planning Board Resolution 2017-10
Flemington Borough, Hunterdon County, New Jersey**

WHEREAS, the Planning Board of Flemington Borough, Hunterdon County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28 on December 17, 2008; and

WHEREAS, the Governing Body endorsed the Housing Element and Fair Share Plan on December 22, 2008; and

WHEREAS, the Governing Body subsequently petitioned the Council on Affordable Housing (COAH) for substantive certification which was determined to be complete on January 9, 2009; and

WHEREAS, COAH issued is Resolution #3-09(a) granting Final Third Round Substantive Certification on July 8, 2009; and

WHEREAS, the Borough filed for Declaratory Judgment with the New Jersey Superior Court on July 7, 2015 to comply with the March 10, 2015 NJ Supreme Court decision known as "Mount Laurel IV"; and

WHEREAS, the Borough executed a Settlement Agreement with Fair Share Housing Center (FSHC) on February 13, 2017 that identified the Borough's affordable housing obligation and a preliminary indication of how the Borough would satisfy the affordable housing obligation; and

WHEREAS, the Settlement Agreement was subject to a Fairness Hearing on April 25, 2017 during which the Court found that the Settlement Agreement was fair to the interests of low and moderate income households; and

WHEREAS, the Court's review and approval of the Settlement Agreement is reflected in an Order on Fairness and Preliminary Compliance Hearing signed by the Honorable Thomas C. Miller, P.J. Civ. and filed on April 25, 2017; and

WHEREAS, said Order requires the Borough to submit an adopted housing element and fair share plan that is consistent with the Settlement Agreement to the Court by August 24, 2017; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing(s) on the amended Housing Element and Fair Share Plan on July 11, 2017; and

WHEREAS, the Planning Board has determined that the Housing Element and Fair Share Plan is consistent with the goals and objectives of the Flemington Borough's 2015 Reexamination of the Master Plan and that adoption and implementation of the amendment to

the Housing Element and Fair Share Plan are in the public interest and protect public health and safety and promote the general welfare.

NOW THEREFORE BE IT RESOLVED by the Planning Board of Flemington Borough, Hunterdon County, State of New Jersey, that the Planning Board hereby adopts the amended Housing Element and Fair Share Plan.



Todd Cook,
Chairman of the Planning Board

I hereby certify that this is a true copy of the resolution adopting the amended Housing Element and Fair Share Plan of Flemington Borough, Hunterdon County on July 25, 2017



Planning Board Secretary



3. GOVERNING BODY RESOLUTION

ADOPTED

RESOLUTION 2017-132

DOC ID: 2524

**Endorsing the Housing Element and Fair Share Plan Adopted
by the Flemington Planning Board**

WHEREAS, the Planning Board of Flemington Borough, Hunterdon County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28 on December 17, 2008; and

WHEREAS, the Governing Body endorsed the Housing Element and Fair Share Plan on December 22, 2008; and

WHEREAS, the Governing Body subsequently petitioned the Council on Affordable Housing (COAH) for substantive certification which was determined to be complete on January 9, 2009; and

WHEREAS, COAH issued Resolution #3-09(a) granting Final Third Round Substantive Certification on July 8, 2009; and

WHEREAS, the Borough filed for Declaratory Judgment with the New Jersey Superior Court on July 7, 2015 to comply with the March 10, 2015 New Jersey Supreme Court decision known as "Mount Laurel IV"; and

WHEREAS, the Borough executed a Settlement Agreement with Fair Share Housing Center (FSHC) on February 13, 2017 that identified the Borough's affordable housing obligation and a preliminary indication of how the Borough would satisfy the affordable housing obligation; and

WHEREAS, the Settlement Agreement was subject to a Fairness Hearing on April 25, 2017 during which the Court found that the Settlement Agreement was fair to the interests of low and moderate income households; and

WHEREAS, the Court's review and approval of the Settlement Agreement is reflected in an Order on Fairness and Preliminary Compliance Hearing signed by the Honorable Thomas C. Miller, P.J. Civ. and filed on April 25, 2017; and

WHEREAS, said Order requires the Borough to submit an adopted housing element and fair share plan that is consistent with the Settlement Agreement to the Court by August 24, 2017; and

WHEREAS, the Borough Planning Board adopted the Housing Element and Fair Share Plan at its meeting on July 11, 2017.

NOW THEREFORE BE IT RESOLVED that the Governing Body of the Borough of Flemington, Hunterdon County, State of New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the Borough of Flemington Planning Board; and

BE IT FURTHER RESOLVED that the Governing Body of the Borough of Flemington, pursuant to the provisions of N.J.S.A. 52:27D-301 et seq. and N.J.A.C. 5:93-1 et seq., submits this Housing Element and Fair Share Plan to the Superior Court of New Jersey in a request for a Judgment of Compliance and Repose.

Adopted: July 24, 2017

Attest:

Sallie Graziano
Sallie Graziano, Acting Borough Clerk

J. Philip Greiner
J. Philip Greiner, Mayor

Date:

July 25, 2017

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marc Hain, Council President
SECONDER:	Kim Tilly, Councilwoman
AYES:	Hain, Liebowitz, Peterson, Swingle, Tilly
ABSENT:	John Gorman



4. HOUSING, DEMOGRAPHIC & EMPLOYMENT ANALYSIS

HOUSING, DEMOGRAPHIC & EMPLOYMENT ANALYSIS

Housing Characteristics

The 2009-2013 American Community Survey (ACS) ¹ indicates that Flemington has approximately 1,944 housing units, with 103, or 5.3%, vacant. Flemington’s housing stock and tenure reflects its status the compact center of rural Hunterdon County. The Borough’s housing stock consists predominantly of multi-family homes, with single-family detached homes only comprising 26.7% of housing units. At the County level, single-family detached units comprise 75.4% of all units. Nearly one-fifth of homes in the Borough are in buildings with 3 or 4 units, compared with only 3.1% for the County. The Borough’s rental population, 66.4%, is over four times that of the County (15.5%) and nearly double that of the State as a whole (34.4%). See Table 1, Housing Units by Number of Units in Structure, for a detailed explanation of the housing units in 2013.

TABLE 1. HOUSING UNITS BY NUMBER OF UNITS IN STRUCTURE, 2013							
Number of Units	Owner-occupied	Percent	Rental	Percent	Vacant	Percent	Total
1, Detached	438	70.76%	82	6.71%	0	0%	520
1, Attached	79	12.76%	28	2.29%	0	0%	107
2	27	4.36%	190	15.55%	103	100%	320
3 or 4	67*	10.82%	298	24.39%	0	0%	365
5 to 9	0	0%	270	22.09%	0	0%	270
10 to 19	0	0%	113	9.25%	0	0%	113
20 or more	8*	1.29%	241	19.72%	0	0%	249
Mobile Home	0	0%	0	0%	0	0%	0
Other	0	0%	0	0%	0	0%	0
Total	619	100%	1,222	100%	103	100%	1,944

Source: 2009-2013 American Community Survey 5-Year Estimate (B25032, DP04).
 *Margin of error exceeds the estimated counts. As such, the estimates may be unreliable.

¹ The American Community Survey replaced the long-form Census as the source for much of the housing data necessary to complete this section. The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. As such, data in the ACS is subject to a margin of error.

Table 2, Housing Units by Year Built, illustrates the age of the Borough’s housing stock. The plurality of Flemington’s housing stock was constructed before 1940 (36.5%). The Borough saw most of its post-World War II housing growth, particularly apartments, in the 1970s and 1980s, with a decline in new housing construction with each subsequent decade (see Table 26 for building permit information for 2010-2014). The median year built of homes in the Borough (1961) is lower than that of the County (1964) and State (1966).

TABLE 2. HOUSING UNITS BY YEAR BUILT, 2013					
Year Built	Total Units	Percent	Owner	Renter	Vacant
2010 or later	0*	0.0%	0*	0*	0
2000 to 2009	86	4.4%	9*	77	0
1990 to 1999	52	2.7%	18	34*	0
1980 to 1989	167	8.6%	47	120	0
1970 to 1979	357	18.4%	16*	296	45
1960 to 1969	341	17.5%	29*	312	0
1950 to 1959	143	7.4%	59	84	0
1940 to 1949	89	4.6%	60	29	0
1939 or earlier	709	36.5%	381	270	58
Totals	1,944	100.0%	619	1,222	103
Median Year Built:	1961		n/a**	1967	

Source: 2009-2013 American Community Survey 5-Year Estimate (DP04, B25036, B25037)
**The margins of error for this information exceed the estimated counts. As such, the estimates may be unreliable.*
*** The ACS indicates that the sample size was too small or the margin of error was too large to calculate this statistic.*

Table 3, Housing Units by Number of Rooms, shows that 21.9% of homes have between one (1) and three (3) rooms; 53.7% of the housing stock has between four (4) and six (6) rooms; and 24.4% has seven (7) or more rooms. The data from this and other tables indicate that the housing stock in Flemington is, on average, moderate in size. In addition, the plurality (38.9%) of housing in Flemington contains two bedrooms, and only 30.5% of all units have three or more bedrooms. The most common number of bedrooms per housing unit is lower than the County (4 bedrooms) and State (3 bedrooms). See Table 4, Number of Bedrooms per Housing Unit, for more detail.

TABLE 3. HOUSING UNITS BY NUMBER OF ROOMS, 2013		
Rooms	Number of Units	Percent
1	43*	2.2%
2	57	2.9%
3	327	16.8%

TABLE 3. HOUSING UNITS BY NUMBER OF ROOMS, 2013		
Rooms	Number of Units	Percent
4	575	29.6%
5	299	15.4%
6	170	8.7%
7	253	13.0%
8	139	7.2%
9+	81	4.2%
Total	1,944	100%
<i>Source: 2009-2013 American Community Survey 5-Year Estimate (DP04)</i>		
<i>*The margin of error for this information exceeds the estimated counts. As such, the estimate may be unreliable.</i>		

TABLE 4. NUMBER OF BEDROOMS PER HOUSING UNIT, 2013		
Bedrooms	Number of Units	Percent
Efficiency	48*	2.5%
1	546	28.1%
2	757	38.9%
3	330	17.0%
4	177	9.1%
5+	86	4.4%
Total	1,944	100%
<i>Source: 2009-2013 American Community Survey 5-Year Estimate (DP04)</i>		
<i>*The margin of error for this information exceeds the estimated counts. As such, the estimates may be unreliable.</i>		

Table 5, Housing Values, shows that the median home value in Flemington increased 71.71% between 2000 and 2013. While the Borough saw higher growth in home values than Hunterdon County (65.02%) during this time, the County had much higher home values in 2000 (\$245,000) and 2013 (\$404,300).

Based on the 2016 Illustrative Sales Prices, approximately 40 (4%) of 2013 housing in Flemington may be affordable to very-low income households (depending on the number of rooms in the unit). Meanwhile, approximately 54 (8.7%) of units (exclusive of units that may be affordable to very-low income households) may be affordable to low income households, and approximately 56 units (9%) may be affordable to moderate income households (excluding those units affordable to low and very-low income households). In total, approximately 150

owner-occupied units, or 21.8% of owner-occupied units in the Borough, may be affordable to low and moderate income households.

TABLE 5. OWNER-OCCUPIED HOUSING VALUES, 2013 & 2000				
Housing Unit Value	2013 Units	Percent	2000 Units	Percent
Less than \$10,000	7*	1.1%	0	0%
\$10,000 to \$14,999	0*	0%	0	0%
\$15,000 to \$19,999	0*	0%	0	0%
\$20,000 to \$24,999	11*	1.8%	0	0%
\$25,000 to \$29,999	7*	1.1%	0	0%
\$30,000 to \$34,999	0*	0%	0	0%
\$35,000 to \$39,999	0*	0%	0	0%
\$40,000 to \$49,999	0*	0%	0	0%
\$50,000 to \$59,999	0*	0%	7	1.2%
\$60,000 to \$69,999	15*	2.4%	0	0%
\$70,000 to \$79,999	0*	0%	9	1.6%
\$80,000 to \$89,999	0*	0%	0	0%
\$90,000 to \$99,999	0*	0%	0	0%
\$100,000 to \$124,999	39*	6.3%	26	4.6%
\$125,000 to \$149,999	0*	0%	151	26.9%
\$150,000 to \$174,999	7*	1.1%	165	29.4%
\$175,000 to \$199,999	49	7.9%	69	12.3%
\$200,000 to \$249,999	99	16.0%	79	14.1%
\$250,000 to \$299,999	124	20.0%	50	8.9%
\$300,000 to \$399,999	173	27.9%	5	0.9%
\$400,000 to \$499,999	70	11.3%	0	0%
\$500,000 to \$749,999	0*	0%	0	0%
\$750,000 to \$999,999	18*	2.9%	0	0%
\$1,000,000 or more	0*	0%	0	0%
Total	619	100%	561	100%
Median	\$280,400		\$163,300	
<i>Sources: 2000 Census (H074), 2009-2013 American Community Survey 5-Year Estimate (DP04, B25075)</i>				
<i>*The margins of error for this information exceed the estimated counts. As such, the estimates may be unreliable.</i>				

The median rent in Flemington in 2013 was \$1,244, compared to \$1,296 across Hunterdon County. Based on COAH's 2014 illustrative rents, approximately 124 units, or 10.1%, may be affordable to very low income renters, depending on the number of bedrooms being rented. Similarly, approximately 492 units (40.3% of rental units) may be affordable to low income

renters and approximately 538 units (44% of rental units) may be affordable to moderate income renters, exclusive of those units affordable to lower income groups. In total, approximately 1,154 rental units, or 94.4% of all renter-occupied housing units, may be affordable to low and moderate income households. See Table 6, Comparison of Flemington and Hunterdon County, Gross Rent.

TABLE 6. COMPARISON OF FLEMINGTON BOROUGH AND HUNTERDON COUNTY, GROSS RENT, 2013				
Gross Rent	Flemington Borough		Hunterdon County	
	Units	Percent	Units	Percent
Less than \$100	0*	0.0%	15*	0.2%
\$100 to \$149	0*	0.0%	0*	0.0%
\$150 to \$199	26*	2.1%	88	1.2%
\$200 to \$249	0*	0.0%	37*	0.5%
\$250 to \$299	29*	2.4%	48	0.7%
\$300 to \$349	0*	0.0%	17*	0.2%
\$350 to \$399	0*	0.0%	37*	0.5%
\$400 to \$449	0*	0.0%	45	0.6%
\$450 to \$499	10*	0.8%	64	0.9%
\$500 to \$549	0*	0.0%	84	1.2%
\$550 to \$599	0*	0.0%	15*	0.2%
\$600 to \$649	7*	0.6%	44	0.6%
\$650 to \$699	0*	0.0%	55	0.8%
\$700 to \$749	20*	1.6%	155	2.1%
\$750 to \$799	32*	2.6%	91	1.3%
\$800 to \$899	25*	2.0%	292	4.0%
\$900 to \$999	58	4.7%	410	5.7%
\$1,000 to \$1,249	409	33.5%	1,620	22.4%
\$1,250 to \$1,499	296	24.2%	1,372	19.0%
\$1,500 to \$1,999	242	19.8%	1,536	21.2%
\$2,000 or more	59*	4.8%	709	9.8%
No cash rent	9*	0.7%	506	7.0%
Total	1,222	100%	7,240	100%
Median Rent	\$1,244		\$1,296	
<i>Source: 2009-2013 American Community Survey 5-Year Estimate (DP04, B25063)</i>				
<i>*The margin of error for this information exceeds the estimated counts. As such, the estimates may be unreliable.</i>				

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential costs consume 28% or less of an owner-household's income or 30% or less of a renter-

household's income. Homeowner rates are lower to account for the additional home maintenance costs associated with ownership. In Flemington, 44.98% of all households in occupied units are expending more than 30% of their incomes on housing. The percentage of renter-occupied households expending more than 30% of their incomes on housing (57.45%) is nearly three times that of the percent of owner-occupied households (20.36%). With over half of renters spending over 30% of income on housing, much of Flemington's existing rental housing appears unaffordable to the population. By comparison, the Borough's owner-occupied housing appears affordable, as the majority of homeowners (50.73%) pay less than 20% of their income on housing.

TABLE 7. HOUSING AFFORDABILITY, 2013

Monthly Housing Costs as Percent of Income	Owner-Occupied	Percent	Renter	Percent	All Occupied*	Percent
Less than 20 Percent	314	50.73%	159	13.01%	473	25.69%
20 to 29 Percent	179	28.92%	361	29.54%	540	29.33%
30 Percent or More	126	20.36%	702	57.45%	828	44.98%
Total	619	100%	1,222	100%	1,841	100%

Source: 2009-2013 American Community Survey 5-Year Estimate (DP04)

In 2013, there were an estimated 51 units that were overcrowded and built before 1950. There were also an estimated zero units that had incomplete kitchen or plumbing facilities. It should be noted that overcrowding is often associated with substandard housing due to overuse of facilities. Overcrowded housing is often occupied by lower income households who share space to save on housing costs. These households may not be able to afford to maintain the home, leading to deteriorated conditions. Historically, the conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation.

TABLE 8. INDICATORS OF HOUSING DEFICIENCY, 2013

Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built Pre-1950
Number of Units	0*	0*	51*

Source: 2009-2013 American Community Survey 5-Year Estimate (DP04, B25050)
 *The margin of error for this information exceeds the estimated counts. As such, the estimates may be unreliable.

General Population Characteristics

The population of Flemington grew 9.1% from 2000 to 2010, which over doubled its growth from 1990-2000 (3.8%). The County grew much faster than the Borough between 1990 and 2000 (13.2%), but its growth slowed to 5.2% between 2000 and 2010. See Table 9, [Population Growth](#). However, while the rate of population growth slowed in the County between 2000 and 2010, it increased in Flemington Borough.

	1990	2000	Percent Change	2010	Percent Change
Flemington Borough	4,047	4,200	3.8%	4,581	9.1%
Hunterdon County	107,776	121,989	13.2%	128,349	5.2%

Sources: 1990, 2000, and 2010 US Census

Between 2000 and 2010, there was a large increase in residents approaching the retirement age. The highest growth was in the age 55-64 cohort, whose population grew 51.1% between 2000 and 2010. However, there was a decline in residents aged 65 and over, including a 14.3% decline residents aged 65-74. There was also substantial growth the cohorts representing young children, young adults, and people aged 45-54. The growth in residents aged 45-64 helped drive the median age up from 34.9 to 35.3 years. While the Borough's population is graying slightly, Hunterdon County is much older, with a median age of 43.5. See Table 10, [Age Distribution](#), for additional detail.

Age Group	2000	Percent	2010	Percent	Percent Change
Under 5	296	7.0%	360	7.9%	21.6%
5-14	495	11.8%	508	11.0%	2.6%
15-24	502	12%	572	12.5%	13.9%
25-34	812	19.3%	821	18.0%	1.1%
35-44	737	17.5%	733	16.0%	-0.5%
45-54	541	12.5%	651	14.2%	20.3%
55-64	307	7.3%	464	10.2%	51.1%
65-74	245	5.8%	210	4.6%	-14.3%
75+	265	6.3%	262	5.7%	-1.1%
Total	4,200	100%	4,581	100%	9.1%
Median Age	34.9		35.3		

Sources: 2000 and 2010 US Census. Percentages may not add to 100% due to rounding.

Household Characteristics

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 1,815 households in the Borough, with an average of 2.44 persons per household and an average of 3.20 persons per family. Approximately 54.9% of the households are comprised of married couples with or without children. Approximately 45.1% of the Borough's households are non-family households which include individuals living alone. Individuals living alone comprise 37.1% of all households. See Table 11, Household Composition.

TABLE 11. HOUSEHOLD COMPOSITION, 2010		
Household Type	Households	Percent
Family households	997	54.9%
Married-couple family	682	37.6%
With Children	334	18.4%
Male householder, no spouse present	106	5.8%
With Own Children Under 18	50	2.8%
Female householder, no spouse present	209	11.5%
With Own Children Under 18	133	7.3%
Nonfamily households	818	45.1%
Householder living alone	673	37.1%
Total Households	1,815	100%
<i>Source: 2010 US Census</i>		

Income Characteristics

Households and families in Flemington have on average substantially lower incomes than in Hunterdon County as a whole. Median income in 2013 in Flemington was \$50,330 for households and \$54,521 for families. Comparable figures for the County were \$106,143 for households and \$125,828 for families. Table 12, Household Income by Income Brackets, further illustrates these findings by noting the number of households in each of the income brackets. Typically, family poverty rates are much lower than individual rates; however, Flemington's individual and family poverty rates are nearly identical. Nearly one-fifth of Borough residents and families live in poverty (20% and 19.1%, respectively), which is a substantial increase since 2000, when only 7.6% of individuals and 5% of families lived in

poverty. These rates are much higher than for the County as a whole, where only 4% of individuals and 2.3% of families are in poverty. See Table 13, Individual and Family Poverty Rates, for the comparison. Flemington’s high poverty rates have consequential policy implications for the affordable housing and social services needed by impoverished residents.

TABLE 12. HOUSEHOLD INCOME BY INCOME BRACKETS, 2013		
	Households	Percent
Less than \$10,000	157	8.5%
\$10,000-\$14,999	145	7.9%
\$15,000-\$24,999	164	8.9%
\$25,000-\$34,999	163	8.9%
\$35,000-\$49,000	282	15.3%
\$50,000-\$74,999	261	14.2%
\$75,000-\$99,999	250	13.6%
\$100,000-\$149,999	248	13.5%
\$150,000-\$199,999	90	4.9%
\$200,000 +	81	4.4%
Total	1,841	100%
Median Income	\$50,330	

Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)

TABLE 13. INDIVIDUAL AND FAMILY POVERTY RATES, 2013		
Location	Individuals	Families
Flemington Borough	20.0%	19.1%
Hunterdon County	4.0%	2.3%

Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)

Employment Characteristics

Table 14, Distribution of Employment by Industry, shows the distribution of employment by industry for employed Flemington residents. The four industries to capture the largest segments of the population were retail at 26.4%; education, health, and social services at 17.4%; arts, entertainment, recreation, and accommodations at 16.3%; and manufacturing at 10.8%.

TABLE 14. DISTRIBUTION OF EMPLOYMENT BY INDUSTRY, HARRISON RESIDENTS, 2013		
Sector Jobs	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	0	0%
Construction	72	3.1%
Manufacturing	252	10.8%
Wholesale Trade	33	1.4%
Retail Trade	614	26.4%
Transportation, Warehousing, and Utilities	21	0.9%
Information	69	3.0%
Financing, Insurance, Real Estate, Renting, and Leasing	73	3.1%
Professional, Scientific, Management, Administrative, and Waste Management Services	195	8.4%
Educational, Health and Social Services	404	17.4%
Arts, Entertainment, Recreation, Accommodation and Food Services	378	16.3%
Other	120	5.2%
Public Administration	94	4.0%
Total	2,325	100%
<i>Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)</i>		

Table 15, Employment by Occupation, identifies the occupations of employed residents of Hamilton. While Flemington Borough residents work in a variety of industries, 29.2% of employed residents work in management, professional, and related occupations; 29.1% are employed in sales and office occupations; and 26.6% are in service occupations.

TABLE 15. EMPLOYMENT BY OCCUPATION, FLEMINGTON BOROUGH, 2013		
Sector Jobs	Number	Percent
Management, Business, Science, Arts	678	29.2%
Service	619	26.6%
Sales and Office	677	29.1%
Natural Resources, Construction, Maintenance	112	4.8%
Production, Transportation, Material Moving	239	10.3%
Total	678	100%
<i>Source: 2009-2013 American Community Survey 5-Year Estimate (DP03)</i>		

Since 2010, the size of Flemington's labor force has decreased by 15% while residents who are in the workforce have an easier time finding a job. The Borough's unemployment rate fell from 8.9% in 2010 to 3.8% in 2016. Table 16, Change in Employment, illustrates these trends.

TABLE 16. CHANGE IN EMPLOYMENT, 2010 – 2016				
Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	2,820	2,570	250	8.9%
2011	2,619	2,460	159	6.1%
2012	2,453	2,273	180	7.3%
2013	2,388	2,249	139	5.8%
2014	2,391	2,278	113	4.7%
2015	2,426	2,321	105	4.3%
2016	2,416	2,323	93	3.8%

Source: NJ Department of Labor and Workforce Development Annual Municipal Labor Force Estimates: 2010-2016

The number of jobs in Flemington is much higher than the number of working age residents in the Borough. The surplus of jobs is likely due to the numerous County offices in Flemington and its large retail complexes along Routes 202 and 31. The New Jersey Department of Labor tracks covered employment throughout the state. Covered employment data includes only those jobs for which unemployment compensation is paid. By definition it does not cover the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers. See Table 17, Covered Employment Estimates, for additional detail.

TABLE 17. COVERED EMPLOYMENT ESTIMATES		
Year	Flemington Borough	Hunterdon County
2014	8,769	43,148

Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.

Retail and local government were the largest sectors of in-town occupations, with 2,141 and 1,337 jobs respectively. The second largest private sector field was health/social services with 1,280 jobs. Table 18, Covered Employment by Sector, provides additional employment information.

TABLE 18. COVERED EMPLOYMENT BY SECTOR, 2014							
	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Private Sector Total	7,204	7,415	7,094	7,356	7,248	\$44,521	\$856
Agriculture	.	.	.	.	.	.	.
Utilities	.	.	.	.	.	.	.
Construction	438	418	406	365	402	\$63,877	\$1,228

TABLE 18. COVERED EMPLOYMENT BY SECTOR, 2014							
	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
Manufacturing	133	136	133	145	138	\$47,383	\$911
Wholesale Trade	153	152	155	154	153	\$81,561	\$1,568
Retail Trade	2,115	2,176	1,982	2,256	2,141	\$25,477	\$490
Transportation/Warehousing	.	.	.	.	.	.	.
Information	.	.	.	.	.	.	.
Finance/Insurance	318	320	311	333	317	\$82,022	\$1,577
Real Estate	43	40	35	37	40	\$47,558	\$915
Professional/Technical	597	586	554	583	583	\$91,079	\$1,752
Management	.	.	.	.	.	.	.
Admin/Waste Remediation	287	318	310	301	303	\$42,482	\$817
Education	205	273	247	210	220	\$14,576	\$280
Health/Social	1,305	1,262	1,292	1,269	1,280	\$68,032	\$1,308
Arts/Entertainment	.	.	.	.	.	.	.
Accommodations/Food	806	887	829	825	833	\$16,670	\$321
Other Services	339	347	369	383	358	\$29,313	\$564
Unclassified	0	2	14	0	3	\$11,320	\$218
Federal Government Total	71	74	76	71	72	\$54,274	\$1,044
State Government Total	113	110	111	110	111	\$106,528	\$2,049
Local Government Total	1,494	1,510	1,324	1,466	1,337	\$59,889	\$1,152
Local Government Education Total	1,231	1,257	1,042	1,219	1,079	\$61,790	\$1,188
Total Covered Employment	8,882	9,109	8,605	9,003	8,769		

Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends.

As Table 19, Journey to Work, below shows, 75.9% of Flemington’s employed residents drive to work alone compared with 81.8% for Hunterdon County and 71.9% for New Jersey as a whole. The relatively low number of residents who drive alone to work is likely mostly due to the Borough’s sizeable low income population rather than its compact and walkable street network. The high number of residents who carpool supports this assumption. The relatively high percent of residents Countywide who drive to work alone is consistent with Hunterdon County’s high income population, low number of jobs, lack of public transportation, and the rural nature of the region.

Mode	Flemington Borough	Hunterdon County	New Jersey
Drive Alone	75.9%	81.8%	71.9%
Carpool	10.4%	6.3%	8.4%
Transit	1.3%	2.2%	10.8%
Walk	3.4%	1.5%	3.1%
Other	2.4%	0.7%	1.9%
Work at Home	6.5%	7.5%	3.9%

Source: 2009-2013 American Community Survey: Selected Economic Characteristics (DP03)

Approximately 48% of households in Flemington only have one vehicle and 14.6% have no vehicle. Some one-car households likely comprise the approximately 37% of Borough residents who live alone. While not owning a vehicle is more manageable in compact and walkable Flemington than the rest of Hunterdon County, not having a vehicle outside of a very dense and transit-rich area is typically an indicator of lower income households and makes it extremely difficult for residents to reach jobs and commercial services. Even in Flemington, most of the jobs in its largest employment sector, retail, are in shopping centers that are difficult to access on foot or by bike. See Table 20, Available Vehicles by Household.

Vehicles	Count	Percent
None	268	14.6%
One	889	48.3%
Two	511	27.8%
Three +	173	9.4%
Total	1,841	100%

Source: 2009-2013 American Community Survey: Selected Housing Characteristics (DP04)

The most common commuting destination of employed residents is Raritan Township (17.3%), which surrounds Flemington and is home to many retail jobs, followed by workers commuting within Flemington (7.6%). As shown in Table 21, Top Ten Commuting Destinations for Hamilton Residents below, the majority of top employment destinations for residents are scattered across Hunterdon and Somerset Counties. There are also large shares of residents who commute to the traditional urban job centers of Manhattan (3.3%) and Newark (1.5%). However, the majority of residents, 55.3%, commute to dispersed locations.

TABLE 21. TOP TEN COMMUTING DESTINATIONS FOR FLEMINGTON RESIDENTS, 2013		
Destination	Jobs	Percent
Raritan Township	338	17.3%
Flemington	148	7.6%
Branchburg	76	3.9%
Manhattan, NY	65	3.3%
Readington	52	2.7%
Bridgewater	51	2.6%
Clinton Township	44	2.3%
Hillsborough	40	2.0%
Franklin Township (Somerset County)	31	1.6%
Newark	29	1.5%
All Other Locations	1,081	55.3%

Source: US Census and Center for Economic Studies. Longitudinal Employer-Household Dynamics, 2013

Population Projections

The North Jersey Transportation Planning Authority (NJTPA), the Metropolitan Planning Organization (MPO) that contains Flemington as well as the remainder of Hunterdon County, published population and employment projections for the year 2040. The NJTPA projects that the Township’s population and number of households will increase by 4.8% and 3.2%, respectively, from 2010 to 2040. In addition, employment will increase by 11.3% during this period. As Table 22, Population, Household and Employment Projections shows, these rates are much lower than for the County as a whole.

TABLE 22. POPULATION, HOUSEHOLD, AND EMPLOYMENT PROJECTIONS, 2010 – 2040						
	Flemington Borough			Hunterdon County		
	2010	2040	% Change	2010	2040	% Change
Population	4,580	4,800	4.8%	127,400	147,100	15.5%
Employment	8,150	9,070	11.3%	49,600	78,300	57.9%

Source: NJTPA Regional Transportation Plan. Forecasts adopted 9/10/2013
**2010 data from NJTPA calculations and may differ from other data sources*

The Fair Housing Act requires that Housing Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and

probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). Annual building permit issuance for residential new construction in Flemington during the years 2000 through 2015 averaged approximately 3.6 units.

Assuming the 2000-2015 rate remains relatively constant, Flemington may see approximately 36 new dwellings by the year 2025. Factors such as the business cycle and physical obstacles to development may result in a lower or higher actual number. Table 23, Housing Projections, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future.

TABLE 23. HOUSING PROJECTIONS TO 2025	
Year	Building Permits Issued
2000	0
2001	2
2002	0
2003	0
2004	0
2005	0
2006	44
2007	0
2008	4
2009	0
2010	7
2011	0
2012	0
2013	0
2014	0
2015	1
Average	3.6
Ten Year Projection	36 dwellings
<i>Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data, and Housing Units Authorized by Building Permits for New Construction</i>	



5. 2009 COAH SUBSTANTIVE CERTIFICATION



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING

101 SOUTH BROAD STREET
PO Box 813

TRENTON NJ 08625-0813

(609) 292-3000

FAX: (609) 633-6056

coahmail@dca.state.nj.us

July 8, 2009



Beth

JON S. CORZINE
Governor

JOSEPH V. DORIA, JR.
Commissioner

LUCY I. VANDENBERG
Executive Director

The Honorable Robert B. Hauck
Flemington Borough
38 Park Ave
Flemington, NJ 08822

RE: SUBSTANTIVE CERTIFICATION

Dear Mayor Hauck:

Congratulations!

Enclosed is a Resolution approved by the Council on Affordable Housing (COAH) granting third round substantive certification to Flemington Borough/Hunterdon County.

Pursuant to N.J.A.C. 5:96-6.3(e), Flemington Borough has 45 days from the grant of this substantive certification to adopt all implementing Fair Share Ordinances, or COAH's grant of substantive certification shall be void and of no force or effect.

If you have any questions, please contact Maria Connolly, COAH Principal Planner at (609) 292-4317. We appreciate the opportunity to work with you on your affordable housing planning and thank you for your ongoing commitment to affordable housing.

Sincerely,

Lucy Vandenberg, PP, AICP
Executive Director

Encls

- cc: Attached Service List
- Maria Connolly, COAH planner
- Sean Thompson, COAH manager of planning
- Kathy McGlinchy, COAH monitor



The Honorable Robert B. Hauck
Mayor
Borough of Flemington
38 Park Ave
Flemington, New Jersey 08822-1398

Barry Goodman, Esq.
Greenbaum, Rowe, Smith, & Davis LLP
Metro Corporate Campus 1
PO Box 5600
Woodbridge, New Jersey 07095-0988

Diane L. Schottman
Municipal Clerk
Borough of Flemington
38 Park Ave
Flemington, New Jersey 08822-1398

Carl E. Hintz, PP, AICP, CLA, ASLA
Clarke, Caton and Hintz
400 Sullivan Way
Station Place
Trenton, New Jersey 08628-3407

Elizabeth McManus, PP, AICP
Clarke, Caton and Hintz
Station Place
400 Sullivan Way
Trenton, New Jersey 08628

Robert J. Clerico, PE
Van Cleef Engineering
1128 Rte 31
Lebanon, New Jersey 08833

William Gianos, Esq.
Rylak & Gianos
12 Lower Center St
PO Box 5365
Clinton, New Jersey

Jaequi Adam
Allies, Inc.
1262 White Horse-Hamilton Sq Rd
Bldg A, Ste 101
Hamilton, New Jersey 08690

Joanne Castro
PO Box 244
Lebanon, New Jersey 08833

Joanne Furze
Executive Director
Anderson House, Inc.
PO Box 134
532 Rte 523
White House Station, New Jersey 08889

Dennis Gabrinelli
President
D & D Developers
76 Grandner Court
Bridgewater, New Jersey 08807

Karl Hartkopf
Office of Smart Growth, Dept of Community Affairs
101 S Broad St
PO Box 204
Trenton, New Jersey 08625

Timothy I. Henkel
Vice President
Pennrose Properties, LLC
1 Brewery Park
1301 N 31st St
Philadelphia, Pennsylvania 19121-4495

James Humphries
New Jersey Highlands Council
100 North Rd
Rte 513
Chester, New Jersey 07930-2322

Dan McGuire
Homeless Solutions
6 Dumont Place
3rd Floor
Morristown, New Jersey 07960

Marcia Polgar Zalewski, Esq.
Wohl Goldstein & Zalewski, P.A.
73 Grove Street
PO Box 855
Somerville, New Jersey 08876

Jon Vogel
Development Director
AvalonBay Communities, Inc.
517 Route One South
Suite 5500
Iselin, New Jersey 08830

William Vogt
Don Shuman Assoc
130 Main St
Flemington, New Jersey 08822

Hunterdon County Freeholders Office
1 E Main St
PO Box 2900
Flemington, New Jersey 08822

Easter Seals
Easter Seals New Jersey
1 Kimberly Road
East Brunswick, New Jersey 08816

Hunterdon County Planning Board
Rte 12 Complex Bldg
PO Box 2900
Flemington, New Jersey 08822-2900

RESOLUTION GRANTING FINAL THIRD ROUND SUBSTANTIVE CERTIFICATION

3-09(a)

Flemington Borough, Hunterdon County

WHEREAS, Flemington Borough, Hunterdon County, petitioned the Council on Affordable Housing (COAH) for substantive certification of a Housing Element and Fair Share Plan addressing its total 1987-2018 affordable housing obligation on December 30, 2008; and

WHEREAS, Flemington Borough's fair share plan addresses its rehabilitation obligation of 17 units, a four-unit prior round realistic development potential (RDP), 34-unit prior round unmet need, and a 21-unit projected growth share obligation pursuant to Appendix F of N.J.A.C. 5:97; and

WHEREAS, Flemington Borough's plan proposes to address its 17-unit rehabilitation obligation with a 17-unit rehabilitation program; and

WHEREAS, on April 8, 2009, COAH granted Flemington Borough conditional substantive certification with two conditions to be met within 60 days, or no later than June 7, 2009 (see COAH Conditional Compliance Report and resolution granting conditional third round substantive certification, attached as Exhibit B and incorporated by reference herein); and

WHEREAS, the two conditions were:

1. The Borough shall designate an experienced administrative entity for its rehabilitation program in accordance with N.J.A.C. 5:96-18; and
2. The Borough shall submit an operating manual for its rehabilitation program.

WHEREAS, on June 4, 2009, Flemington Borough submitted a resolution authorizing NORWESCAP to operate the Borough's rehabilitation program and an operating manual for its rehabilitation program; and

WHEREAS, Flemington Borough adopted its affordable housing ordinance on May 11, 2009, and its affirmative marketing plan on May 27, 2009; and

NOW THEREFORE BE IT RESOLVED that COAH has reviewed Flemington Borough's petition for substantive certification of its third round Housing Element and Fair Share Plan and the additional documentation submitted by Flemington and has determined that Flemington has satisfied the outstanding conditions, as noted in the Final Compliance Report dated June 5, 2009 (attached as Exhibit A and incorporated by reference herein); and

BE IT FURTHER RESOLVED that the Housing Element and Fair Share Plan submitted by Flemington Borough comports to the standards set forth at N.J.S.A. 52:27D-314 and meets the criteria for third round substantive certification pursuant to N.J.A.C. 5:96-6.3; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:96-6.3(a) and after having reviewed and considered all of the above, COAH hereby grants final third round substantive certification to Flemington Borough; and

BE IT FURTHER RESOLVED that Flemington Borough shall comply with COAH monitoring requirements as set forth in N.J.A.C. 5:96-11, including reporting Flemington's actual growth pursuant to N.J.A.C. 5:97-2.5; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:97-4.1(d), all credits will be verified and validated during monitoring subsequent to substantive certification pursuant to N.J.A.C. 5:96-11; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:96-10.1, COAH shall conduct biennial plan evaluations upon substantive certification of Flemington's Housing Element and Fair Share Plan to verify that the construction or provision of affordable housing has been in proportion to the actual residential growth and employment growth in the municipality and to determine that the mechanisms addressing the projected growth share obligation continue to present a realistic opportunity for the creation of affordable housing; and

BE IT FURTHER RESOLVED that if upon any biennial review the difference between the number of affordable units constructed or provided in Flemington and the number of units required pursuant to N.J.A.C. 5:97-2.5 results in a pro-rated production shortage of 10 percent or greater, the Borough is not adhering to its implementation schedule pursuant to N.J.A.C. 5:97-3.2(a)4, or the mechanisms addressing the projected growth share obligation no longer present a realistic opportunity for the creation of affordable housing, COAH may direct Flemington Borough to amend its plan to address the shortfall; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C 5:97-2.5(e), if the actual growth share obligation determined is less than the projected growth share obligation, Flemington shall continue to provide a realistic opportunity for affordable housing to address the projected growth share; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:96-6.3(b), Flemington's substantive certification shall remain in effect until December 30, 2018; and

BE IT FURTHER RESOLVED that any changes to the facts upon which this substantive certification is based or any deviations from the terms and conditions of this substantive certification which affect the ability of Flemington Borough to provide for the realistic opportunity of its fair share of low and moderate income housing and which the Borough fails to remedy, may render this certification null and void.

I hereby certify that this resolution was
duly adopted by the Council on Affordable
Housing at its public meeting on July 8, 2009.



Renee Reiss, Secretary
Council on Affordable Housing

Exhibit A



**Council on Affordable Housing
Final Compliance Report
June 5, 2009**



Municipality: Flemington Borough
County: Hunterdon County

COAH Region: 3
Planning Area: 3
Special Resource Area: None

Housing Element and Fair Share Plan Adopted: 12/17/2008
Petition for 3rd Round Substantive Certification: 12/30/2008
Completeness Determination: 1/9/2009
Date of Publication: 1/28/2009

Objections Received: No

Petition Includes:

VLA: No

GPA: No

Waiver: Yes **Section:** N.J.A.C. 5:80-26.3(a) & (b)

Date of Site Visit: March 12, 2009

History of Approvals:

	COAH	JOC	N/A
First Round:			x
Second Round:	8/6/2003		
Extended Certification:			x

Plan Preparer: Elizabeth McManus, P.P., AICP – Clarke Caton Hintz

Municipal Housing Liaison: Dianne Schottman, Borough Clerk

Recommendation: Grant Final Substantive Certification

SUMMARY OF FAIR SHARE OBLIGATION

Rehabilitation Share	17
Prior Round Realistic Development Potential (RDP) (Unmet Need of 34)	4
Projected Growth Share Obligation (Net)	21

ACTUAL GROWTH and GROWTH SHARE through September 2008¹

Res Units (#)	Actual Res Growth Share	Jobs (#)	Actual Non-Res Growth Share	Actual TOTAL Growth Share
22	4.4	46	2.9	7

COMPLIANCE PLAN SUMMARY

Obligation	Credit/ Mechanism Type	# Units Completed	# Units Proposed	TOTAL
Rehabilitation: 17 units				
Program(s)	Rehabilitation		17	17
Rehabilitation Subtotal				17
NEW CONSTRUCTION:				
Prior Round: 4 units (RDP)				
Credits	Post-1986	4		4
Prior Round Subtotal				4
Growth Share: 21 units				
Credits	Post-1986	11		11
Proposed Mechanism(s)	Market To Affordable Program	-	7	7
Growth Share	Compliance	2	-	2
Bonus(es)	Rental	-	3	3
Growth Share Subtotal				23
Surplus				+2

¹ Does not include exclusions permitted under N.J.A.C. 5:97-2.4, which may lower actual growth share.

I. PROPOSED REHABILITATION PROGRAM

Flemington Borough has a rehabilitation share of 17 units. Flemington's Housing Element and Fair Share Plan indicated that it would utilize Hunterdon County's housing rehabilitation program to address its rehabilitation obligation. However, the Borough was unable to reach an agreement with the County. Therefore, Flemington Borough received conditional substantive certification from COAH for its third round Housing Element and Fair Share Plan on April 8, 2009. Two conditions were noted in the COAH resolution that were to be addressed within 60 days, or no later than June 7, 2009:

1. The Borough shall designate an experienced administrative entity for its rehabilitation program in accordance with N.J.A.C. 5:96-18; and
2. The Borough shall submit an operating manual for its rehabilitation program.

Flemington submitted documentation on June 4, 2009, satisfying each of the conditions:

1. The Borough submitted a resolution authorizing NORWESCAP to operate the Borough's rehabilitation program. The Borough has an existing contract with NORWESCAP for the administration of the Borough's other affordable housing programs and units; and
2. The Borough submitted an operating manual for its rehabilitation program.

Flemington adopted its affordable housing ordinance on May 11, 2009, and its affirmative marketing plan on May 27, 2009.

II. RECOMMENDATION

Based on this review, Flemington Borough has addressed the conditions placed on the conditional substantive certification granted by COAH on April 8, 2009. COAH staff recommends that COAH grant Flemington Borough final substantive certification.

Exhibit B



***Council on Affordable Housing
Conditional Compliance Report
March 19, 2009***



Municipality: Flemington Borough
County: Hunterdon County

COAH Region: 3
Planning Area: 3
Special Resource Area: None

Housing Element and Fair Share Plan Adopted: 12/17/2008
Petition for 3rd Round Substantive Certification: 12/30/2008
Completeness Determination: 1/9/2009
Date of Publication: 1/28/2009

Objections Received: No

Petition Includes:

VLA: No

GPA: No

Waiver: Yes **Section:** N.J.A.C. 5:80-26.3(a) & (b)

Date of Site Visit: March 12, 2009

History of Approvals:

	COAH	JOC	N/A
First Round:			x
Second Round:	8/6/2003		
Extended Certification:			x

Plan Preparer: Elizabeth McManus, P.P., AICP – Clarke Caton Hintz

Municipal Housing Liaison: Dianne Schottman, Borough Clerk

Recommendation: Grant Conditional Substantive Certification

SUMMARY OF FAIR SHARE OBLIGATION

Rehabilitation Share	17
Prior Round Realistic Development Potential (RDP) (Unmet Need of 34)	4
Projected Growth Share Obligation (Net)	21

ACTUAL GROWTH and GROWTH SHARE through September 2008¹

Res Units (#)	Actual Res Growth Share	Jobs (#)	Actual Non-Res Growth Share	Actual TOTAL Growth Share
22	4.4	46	2.9	7

COMPLIANCE PLAN SUMMARY

Obligation	Credit/ Mechanism Type	# Units Completed	# Units Proposed	TOTAL
Rehabilitation: 17 units				
Program(s)	Rehabilitation		17	17
Rehabilitation Subtotal				17
NEW CONSTRUCTION:				
Prior Round: 4 units (RDP)				
Credits	Post-1986	4		4
Prior Round Subtotal				4
Growth Share: 21 units				
Credits	Post-1986	11		11
Proposed Mechanism(s)	Market To Affordable Program	-	7	7
Growth Share Bonus(es)	Compliance	2	-	2
	Rental	-	3	3
Growth Share Subtotal				23
Surplus				+2

¹ Does not include exclusions permitted under N.J.A.C. 5:97-2.4, which may lower actual growth share.

I. HOUSING ELEMENT

Pursuant to N.J.S.A. 40:55D-28(b), the Housing Element is a required section of the Municipal Master Plan. The Housing Element must be designed to achieve the goal of access to affordable housing to meet existing and future housing needs, with special attention given to low- and moderate-income households. The housing needs analysis must include demographic information on existing and projected housing stock and employment characteristics, a quantification of low- and moderate-income housing need, and a consideration of the lands within the municipality that are most appropriate to accommodate such housing. Flemington's Housing Element includes sufficient information regarding housing stock, demographic and employment characteristics and population trends pursuant to N.J.S.A. 52:27D-310.

Under N.J.A.C. 5:97-2.1(b), the Housing Element must also set forth the municipality's fair share obligation, which is the sum of the rehabilitation share, the prior round obligation, and the growth share.

A. Rehabilitation Share

The rehabilitation share is the number of existing housing units within a municipality as of April 1, 2000, that are both deficient and occupied by households of low or moderate income. As indicated in Appendix B of N.J.A.C. 5:97, Flemington Borough has a rehabilitation share of 17 units.

B. Prior Round Obligation

The prior round obligation is the cumulative 1987-1999 new construction obligation provided in Appendix C of N.J.A.C. 5:97. The Borough has a new construction obligation of 38 units. However, as part of the second round substantive certification, the Borough received a vacant land adjustment of 34 units that resulted in a reduced new construction obligation or realistic development potential (RDP) of four and an unmet need of 34.

C. Projected Growth Share

The projected growth share is initially calculated based on household (residential) and employment (non-residential) 2004-2018 projections. Pursuant to Appendix F of N.J.A.C. 5:97,

Flemington has a residential projection of 93 units and a non-residential projection of 220 jobs, which results in an initial projected growth share obligation of 39 affordable units. However, after subtracting the allowable exclusions itemized in Worksheet A (Attachment 1), the Borough's residential projection is reduced to 38. Therefore, the Borough's total projected growth share for the period 1999-2018 is 21 affordable units consisting of a 7.6-unit projected residential growth share and a projected non-residential growth share of 13.75.²

SUMMARY OF FAIR SHARE OBLIGATION

Rehabilitation Share	17
Prior Round RDP (Unmet Need of 34)	4
Projected Growth Share Obligation (Net)	21

II. FAIR SHARE PLAN

A Fair Share Plan, as required under N.J.A.C. 5:97-3.1, describes the completed or proposed mechanisms and funding sources, if applicable, that will be utilized to specifically address a municipality's rehabilitation share, prior round obligation, and growth share obligation and includes the draft ordinances necessary to implement that plan. Affordable housing must be provided in direct proportion to the growth share obligation generated by the actual growth.

Flemington Borough's Fair Share Plan, and the supporting documentation incorporated by reference therein, address the requirements of N.J.A.C. 5:97-3.1 as follows:

² The Borough's residential projection of 38 is divided by 5 to yield 7.6 units and the nonresidential projection of 220 jobs is divided by 16 to yield 13.75 units. The Borough's total projected growth share is therefore 21 units (7.6 + 13.75).

A. Plan to Address Rehabilitation Share

Rehabilitation Share Credits

Flemington Borough's Housing Element and Fair Share Plan does not include a request for rehabilitation credits.

Proposed Rehabilitation Program(s)

Rehabilitation Program

Flemington's Housing Element and Fair Share Plan indicates that it will utilize Hunterdon County's housing rehabilitation program to address its rehabilitation obligation. However, the Borough was unable to reach an agreement with the County. Therefore, pursuant to N.J.A.C. 5:96-6.3(d), Flemington has 60 days to designate an experienced administrative entity in accordance with N.J.A.C. 5:96-18 and submit an operating manual for its rehabilitation program. Flemington's rehabilitation program must adhere to N.J.A.C. 5:97-6.2, including having the program available to both owner-occupied and renter-occupied units. Flemington has committed to provide funding from its affordable housing trust fund to pay for the program or supplement the cost of the program. The Borough has provided an implementation schedule for the rehabilitation program in its spending plan and has submitted a resolution of intent to bond in the event of a shortfall in funding that was adopted on December 22, 2008. **[17-unit rehabilitation program- pending receipt of additional information]**

Proposed Rehabilitation Program(s)

Rehabilitation Program	# Units
Flemington Rehab Program	17
TOTAL	17

B. Plan to Address Prior Round Obligation

Prior Round Obligation Credits

Realistic Development Potential (RDP)

Flemington is addressing the Prior Round RDP obligation with four post-1986 credits. In accordance with N.J.A.C. 5:97-4.1(d), all credits will be verified and validated during monitoring subsequent to substantive certification pursuant to N.J.A.C. 5:96-11.

**Post-1986 Credits
 (toward RDP of 4)**

Project/Development Name	Year Built or Approved	Type of Affordable Unit	# Units/Bedrooms	Bonus Type	# Bonuses	Total Units/Bedrooms + Bonuses
Martin Village inclusionary development ³	2008	Family For-Sale ⁴	3	-	-	3
Herman E. Kapp Apartments ⁵	2006	Age-restricted Rental	1	-	-	1
TOTALS			4			4

Unmet Need

Flemington is addressing the Prior Round Unmet Need with 34 post-1986 credits from the Herman E Kapp Apartments. The Borough is proposing to eliminate the use of the development fee ordinance and the accessory apartment program to address unmet need because they are no longer needed. In accordance with N.J.A.C. 5:97-4.1(d), all credits will be verified and validated during monitoring subsequent to substantive certification pursuant to N.J.A.C. 5:96-11.

³ The project contains four affordable units. Flemington is requesting that three of the units be used to address the Borough's RDP and one unit be carried over to the growth share obligation.

⁴ Because the project was originally created to be age-restricted units, the units do not have the proper bedroom distribution. On November 1, 2007, COAH granted the Borough a bedroom distribution waiver for this project.

⁵ The project is a 60-unit age-restricted 100 percent affordable rental complex. Flemington is requesting that one of the units be used to address the Borough's RDP, 34 units toward unmet need and two toward the growth share obligation.

**Post-1986 Credits
 (toward Unmet Need of 34)**

Project/Development Name	Year Built or Approved	Type of Affordable Unit	# Units/Bedrooms	Bonus Type	# Bonuses	Total Units/Bedrooms + Bonuses
Herman E. Kapp Apartments	2006	Age-restricted Rental	34	-	-	34
TOTALS			34		-	34

Proposed Affordable Housing Mechanisms

Flemington Borough is relying on credits and therefore is not proposing any additional affordable housing mechanisms to address its Prior Round Obligation.

Prior Round Obligation Parameters

Flemington Borough has satisfied the applicable Prior Round parameters as follows:

Prior Round Rental Obligation:⁶ 1 Unit

Development/Project Name	Type of Affordable Unit	# Units
Herman E. Kapp Apartments	Age-restricted Rental	1
TOTAL		1

Prior Round Age-Restricted Maximum⁷ : 5 Units

Development/Project Name	Type of Affordable Unit	# Units
Herman E. Kapp Apartments	Age-restricted Rental	1
TOTAL		1

⁶ Rental Obligation = .25 (RDP) or .25 (4) = 1 unit N.J.A.C. 5:97-3.11(b)1

⁷ Age-Restricted Maximum = .25 (RDP + Rehabilitation Share-Rehabilitation Credits) or .25(4+17) = 5 units N.J.A.C. 5:97-3.11(c)

C. Plan to Address Projected Growth Share

Growth Share Credits

Flemington is addressing a portion of the projected growth share obligation with 11 units of credit and two compliance bonuses. In accordance with N.J.A.C. 5:97-4.1(d), all credits will be verified and validated during monitoring subsequent to substantive certification pursuant to N.J.A.C. 5:96-11.

Post-1986 Credits

Project/Development Name	Year Built or Approved	Type of Affordable Unit	# Units/Bedrooms	Bonus Type	# Bonuses	Total Units/Bedrooms + Bonuses
Martin Village	2008	Family For-Sale	1	-	-	1
Herman E. Kapp Apartments	2006	Age-restricted Rental	2	-	-	2
Anderson House	2004	Supportive/Special Needs Housing	6	-	-	6
Flemington Electric inclusionary	2006	Family Rental	1	Compliance	1	2
Luster/Dodger Blues inclusionary ⁸	2007	Family Rental	1	Compliance	1	2
TOTALS			11		2	13

Flemington Electric Waiver

Flemington Electric is located at 130 Main Street in the Downtown Business District (Block 29, Lot 6) and is .34 acres. The site was granted preliminary site plan approval on January 24, 2006, final approval on March 28, 2006, and is currently built and occupied. The development involved improvement of an existing developed lot. The developer retained five existing apartments and constructed six additional apartments, of which one unit is affordable. The certificate of occupancy for the new building was issued on June 21, 2007. The affordable unit was created as a result of the Borough's then adopted growth share ordinance adopted on September 26, 2005, which required an 11.1 percent set-aside.

⁸ Luster/Dodger Blues is approved but not yet constructed.

Instead of providing a two-bedroom low-income unit, the affordable unit is a one-bedroom moderate-income unit. Pursuant to N.J.A.C. 5:96-15, the Borough is requesting a waiver from the low/mod split [N.J.A.C. 5:80-26.3(a)] and bedroom distribution requirements [N.J.A.C. 5:80-26.3(b)]. The Borough proposed to mitigate the loss of a two-bedroom low-income unit by making up the unit in the proposed market to affordable program. The waiver meets the requirements of N.J.A.C. 5:96-15.2(a) in that the strict application of the rule would create an unnecessary financial hardship. The Borough states that the one-bedroom moderate-income unit was necessary in order to support the financial feasibility of the project because rehabilitation in older historic downtowns can be costly due to the structural and cosmetic impact of the age of the building and the detailed architecture necessary to be compatible with the historic downtown. In addition, the Borough has satisfied the other waiver criteria in that the waiver fosters the production of affordable housing by providing a unit in the downtown area in walking distance to shops, service and employment; granting the waiver fosters the intent, if not the letter of the rules in that the Borough will make up the unit; and the Borough's Fair Share Plan provides a mix of housing options. COAH staff recommends approval of this waiver.

Approved But Not Constructed

Luster/Dodger Blues

Pursuant to N.J.A.C. 5:97-4.3(a)3, Flemington is eligible to receive credit for an affordable unit in a mixed use inclusionary project, known as Luster/Dodger Blues. The development is located at 112-16 Main Street in the Downtown Business District (Block 29, Lot 6) and is .29 acres. The site was granted preliminary site plan approval on August 28, 2007, but is not constructed yet. The development involves improvement of an existing developed lot. The developer is reconfiguring an existing mixed-use building with 1,000 square feet of commercial space and five apartments. Additionally, garages at the rear of the building will be converted to a mixed use building with five apartments on the second floor and garage space on the first floor. The resolution granting preliminary site plan approval requires that one of these apartments will be a two-bedroom, low-income affordable unit. The affordable unit was approved as a result of

the Borough's then adopted growth share ordinance adopted on September 26, 2005, which required an 11.1 percent set-aside.

The site is located in Planning Area 3. However, the site is suitable, has adequate sewer and water capacity available, and is consistent with sound planning principles and the goals, policies and objectives of the SDRP, pursuant to N.J.A.C. 5:97-3.13. In addition, while Flemington's Center designation has expired, the Borough has entered the Plan Endorsement Process.

Flemington has submitted a contract with NORWESCAP, an affirmative marketing plan and an operating manual for the administration of the unit. The affordable unit must meet the requirements of the Uniform Housing Affordability Controls (N.J.A.C. 5:80-1 et seq.) with regard to controls on affordability, affirmative marketing, rental pricing, low/moderate split and bedroom distribution.

Flemington is requesting one family rental credit and one compliance bonus for the affordable unit. The affordable unit in this development meets the criteria for a compliance bonus credit pursuant to N.J.A.C. 5:97-3.17. [**1 post-1986 rental credit plus 1 compliance bonus**]

Proposed Affordable Housing Mechanisms

The Borough proposes to address the remaining eight-unit obligation through the following mechanism:

Market to Affordable Program

Flemington's Fair Share Plan proposes a seven-unit Market to Affordable Program pursuant to N.J.A.C. 5:97-6.9. The Borough will target existing apartment complexes and homes that are for sale and rent the units to income-eligible households. Flemington has demonstrated that there are sufficient market-rate units within the Borough, as documented by a multiple listing service. The Borough will provide the minimum subsidy of \$25,000 for each moderate-income unit and \$30,000 for each low-income unit. However, the Borough is anticipating a significantly larger subsidy based on recent sales prices. The average sales price for units sold between January 2005 and August 2008 was \$216,000. The Borough has provided a pro-forma

for the program, which details anticipated costs and income from the rental units. Flemington will fund the program with its affordable housing trust fund. The Borough has submitted a spending plan and a resolution of intent to bond in the event of a shortfall in funding that was adopted on December 22, 2008.

Flemington is proposing to provide a two-bedroom, low-income unit through the program to make up for the one-bedroom, moderate-income unit provided in the Flemington Electric site. In addition, the Borough is proposing to deed restrict one of the market to affordable units as a very-low income unit.

Flemington has submitted a contract with NORWESCAP, an affirmative marketing plan and an operating manual for the administration of the program. The units must be certified to be in sound condition as a result of an inspection performed by a licensed building inspector, be affirmatively marketed, and have the proper affordability controls, low/moderate split and rental pricing.

Flemington is requesting seven family rental credits and three rental bonuses for the program. **[7 Unit Market to Affordable Program, plus 3 rental bonuses]**

Proposed Affordable Housing Mechanisms

Type/Name of Affordable Housing Mechanism	Type of Affordable Unit	# Units/Bedrooms	Bonus Type	# Bonuses	Total Units/Bedrooms + Bonuses
Market To Affordable Program	Family Rental	7	Rental	3	10
TOTALS		7		3	10

Growth Share Parameters

Flemington Borough has satisfied the applicable Growth Share parameters as follows:

Growth Share Rental Obligation:⁹ 6 Units

Development/Project Name	Type of Affordable Unit	# Units
Herman E. Kapp Apartments	Age-restricted Rental	2
Flemington Electric	Family Rental	1
Luster/Dodger Blues	Family Rental	1
Market to Affordable Program	Family Rental	7
TOTAL		11

Growth Share Family Rental Requirement¹⁰ : 3 Units

Development/Project Name	Type of Affordable Unit	# Units
Flemington Electric	Family Rental	1
Luster/Dodger Blues	Family Rental	1
Market to Affordable Program	Family Rental	7
TOTAL		9

⁹ Projected Growth Share Rental Obligation: $.25(\text{Projected Growth Share})$ or $.25(21) = 5.25$ or 6 units - N.J.A.C. 5:97-3.10(b)3

¹⁰ Projected Growth Share Family Rental Requirement: $.5(\text{Projected Growth Share Rental Requirement})$ or $.5(6) = 3$ units N.J.A.C. 5:97-3.4(b)

Growth Share Minimum Family Requirement¹¹ : 8 Units

Development/Project Name	Type of Affordable Unit	# Units
Martin Village	Family For-Sale	1
Flemington Electric	Family Rental	1
Luster/Dodger Blues	Family Rental	1
Market to Affordable Program	Family Rental	7
TOTAL		10

Very Low Income Minimum Requirement¹² : 2 Units

Development/Project Name	Type of Affordable Unit	# Units
Anderson House	Supportive/Special Needs Housing	6
Market to Affordable Program	Family Rental	1
TOTAL		7

Age-Restricted Maximum¹³ : 5 Units

Development/Project Name	Type of Affordable Unit	# Units
Herman E. Kapp Apartments	Age-restricted Rental	2
TOTAL		2

¹¹ Projected Growth Share Family Requirement: .5 (Units Addressing the Growth Share Obligation) or .5(16)= 8 units N.J.A.C. 5:97-3.9

¹² Growth Share Very Low Income Requirement: .13(Units Addressing the Growth Share Obligation) or .13(16)= 2.08 or 2 units N.J.S.A. 52:27D-329.1

¹³ Projected Growth Share Age Restricted Maximum: .25(Projected Growth Share) or .25(21)= 5.25 or 5 units N.J.A.C. 5:97-3.10(c)2

Bonus Maximum¹⁴: 5 Bonuses

Development/Project Name	Type of Bonus	# Bonuses
Flemington Electric	Compliance	1
Luster/Dodger Blues	Compliance	1
Market to Affordable Program	Rental	3
TOTAL		5

Actual Growth Share Obligation

The actual growth share obligation will be based on permanent certificates of occupancy issued within the municipality for market-rate residential units and newly constructed or expanded non-residential developments in accordance with Appendix D of N.J.A.C. 5:97. At plan evaluation review pursuant to N.J.A.C. 5:96-10, COAH will compare the actual growth share obligation with the actual number of affordable units constructed.

The New Jersey Department of Community Affairs (NJ DCA) *Construction Reporter* indicates that between January 1, 2004 and September 2008, Flemington has issued certificates of occupancy for 22 housing units and also for the nonresidential square footage equivalent of 46 jobs, yielding an actual growth share obligation through September 30, 2008, of seven affordable units.¹⁵

¹⁴ Projected Bonus Maximum: $.25(\text{Projected Growth Share})$ or $.25(21) = 5.25$ or 5 units
N.J.A.C. 5:97-3.20

¹⁵ The number of residential COs (22) is divided by 5 to yield 4.4 units and the number of jobs (46) is divided by 16 to yield 2.9 units. Flemington's total estimated actual growth share is therefore 7 units (4.4+2.9). **Note:** this estimate does not take into account allowable exclusions permitted under N.J.A.C. 5:97-2.5; therefore, the actual growth share may vary.

D. Summary of Plan to Address Fair Share Obligation

REHABILITATION SHARE SUMMARY

Rehabilitation Share: 17 Units

Program Name	# Units
Rehabilitation Program	17
TOTAL	17

PRIOR ROUND SUMMARY

Prior Round RDP: 4 Units

	Name of Mechanism	# Units/Bedrooms	Bonus Type	# Bonuses	Total Units/Bedrooms + Bonuses
Prior Cycle Credits	<i>N/A</i>				-
Post-1986 Credits	Martin Village inclusionary development	3	-	-	3
	Herman E. Kapp Apartments	1	-	-	1
	Subtotal	4		-	4
Proposed Mechanisms	<i>N/A</i>	-	-	-	0
	Subtotal	-	-	-	0
TOTAL					4

GROWTH SHARE SUMMARY

Projected Growth Share Obligation: 21 Units

	Name of Mechanism	# Units/Bedrooms	Bonus Type	# Bonuses	Total Units/Bedrooms + Bonuses
Prior Cycle Credits	<i>N/A</i>	-		-	-
Post-1986 Credits	Martin Village inclusionary development	1	-	-	1
	Herman E. Kapp Apartments	2	-	-	2
	Anderson House	6	-	-	6
	Flemington Electric	1	Compliance	1	2
	Luster/Dodger Blues	1	Compliance	1	2
	Subtotal	11		2	13
Proposed Mechanisms	Market To Affordable Program	7	Rental	3	10
	Subtotal	7		3	10
TOTAL					23
Surplus					+2

III. FAIR SHARE DOCUMENT REVIEW

A. Development Fee Ordinance

Flemington's certified plan included a development fee ordinance that was approved by COAH on December 20, 2001, and adopted by the Borough on February 11, 2002. COAH granted Flemington approval of an amendment to its development fee ordinance on June 5, 2008,

which was adopted by the Borough on July 28, 2008. COAH granted the Borough approval of an amendment to its development fee ordinance on February 25, 2009.

B. Third Round Spending Plan

Flemington's prior round spending plan was approved by COAH on July 31, 2003. A revised third round spending plan was submitted by Flemington with the Borough's third round petition for COAH's review and approval. The spending plan will be reviewed by COAH in a separate report.

C. Affordable Housing Ordinance/Affordable Housing Administration

Flemington Borough has an adopted affordable housing ordinance for its prior round obligation. Flemington has submitted a revised draft affordable housing ordinance that comports with the requirements of the UHAC, which was amended on December 20, 2004. The draft proposed ordinance has also been amended to include compliance with barrier free sub-code of the State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.) and the accessibility requirements of N.J.S.A. 52:27D-123.15. The draft ordinance must be adopted within 45 days of COAH's grant of substantive certification and submitted to COAH immediately upon adoption.

An ordinance establishing the position of a municipal housing liaison and a resolution appointing a municipal housing liaison were adopted by the Borough on August 14, 2006.

Flemington is responsible for the continued re-sale and re-rental of existing affordable units and the initial sale and rental of newly constructed affordable units within the Borough and must identify an experienced administrative entity for that purpose by the contract, agreement or letter. Flemington has submitted a contract with NORWESCAP as its administrative entity for all affordable units, except for the Anderson House. Pursuant to N.J.A.C. 5:80-26.14(b), Flemington has submitted a written operating manual for administering affordable units within the Borough.

D. Affirmative Marketing Plan

Flemington has submitted an affirmative marketing plan that comports with the requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. and ensures the units in the Borough's 1987-2018 Fair Share Plan and all future affordable housing

units will be affirmatively marketed to the region upon initial sale/rental and re-sale/re-rental. Once approved by COAH, the affirmative marketing plan must be adopted by resolution by the Borough within 45 days of COAH's grant of substantive certification and submitted to COAH.

IV. MONITORING

Flemington must comply with COAH monitoring requirements as set forth in N.J.A.C. 5:96-11, including reporting the Borough's actual growth pursuant to N.J.A.C. 5:97-2.5. Pursuant to N.J.A.C. 5:96-10.1, COAH will conduct biennial plan evaluations upon substantive certification of Flemington's Housing Element and Fair Share Plan. The purpose of the plan evaluation is to verify that the construction or provision of affordable housing has been in proportion to the actual residential growth and employment growth in the municipality and to determine that the mechanisms addressing the projected growth share obligation continue to present a realistic opportunity for the creation of affordable housing. If upon any biennial review the difference between the number of affordable units constructed or provided in Flemington and the number of units required pursuant to N.J.A.C. 5:97-2.5 results in a pro-rated production shortage of 10 percent or greater, the Borough is not adhering to its implementation schedule pursuant to N.J.A.C. 5:97- 3.2(a)4, or the mechanisms addressing the projected growth share obligation no longer present a realistic opportunity for the creation of affordable housing, the Council may direct Flemington Borough to amend its plan to address the shortfall.

V. RECOMMENDATION

COAH staff recommends that Flemington Borough be granted conditional third round substantive certification with the following conditions to be met within 60 days, or no later than June 7, 2009:

1. The Borough shall designate an experienced administrative entity for its rehabilitation program in accordance with N.J.A.C. 5:96-18; and
2. The Borough shall submit an operating manual for its rehabilitation program.

Once these items are submitted to COAH, the Borough will be granted final third round substantive certification. COAH staff also recommends approval of the waiver from N.J.A.C. 5:80-26.3(a) and (b) for the affordable unit in the Flemington Electric development. Flemington must adopt all necessary implementing ordinances within 45 days of the grant of final substantive certification and submit certified copies of the adopted ordinances to COAH within seven days of the adoption.

Exhibit A

**RESOLUTION GRANTING CONDITIONAL THIRD ROUND SUBSTANTIVE
CERTIFICATION # 3-09**

Flemington Borough, Hunterdon County

WHEREAS, Flemington Borough, Hunterdon County, petitioned the Council on Affordable Housing (COAH) for substantive certification of a Housing Element and Fair Share Plan addressing its total 1987-2018 affordable housing obligation on December 30, 2008; and

WHEREAS, Flemington's petition was deemed complete on January 9, 2009; and

WHEREAS, Flemington Borough published notice of its petition in the *Courier News* on January 28, 2009, which is a newspaper of general circulation within the county, pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:96-3.5; and

WHEREAS, no objections to the plan were received by COAH during the 45-day objection period, which ended March 18, 2009; and

WHEREAS, Flemington Borough's fair share plan addresses its rehabilitation obligation of 17 units, a four-unit prior round realistic development potential (RDP), 34-unit prior round unmet need, and a 21-unit projected growth share obligation pursuant to Appendix F of N.J.A.C. 5:97; and

WHEREAS, Flemington Borough's plan proposes to address its 17-unit rehabilitation obligation with a 17-unit rehabilitation program; and

WHEREAS, Flemington Borough's plan proposes to address its prior round RDP obligation with three post-1986 family for-sale credits from the Martin Village inclusionary development, one post-1986 age-restricted rental credit from the Herman E Kapp Apartments, and its prior round unmet need with 34 post-1986 age-restricted rental credits from the Herman E Kapp Apartments, for a total of 38 credits; and

WHEREAS, Flemington Borough's plan proposes to address its projected growth share obligation with one post-1986 family for-sale credit from the Martin Village inclusionary development, two post-1986 age-restricted rental credits from the Herman E Kapp Apartments, six post-1986 supportive/special needs credits from the Anderson House, one post-1986 family rental credit and compliance bonus in the Flemington Electric inclusionary development and one post-1986 family rental credit and compliance bonus in the Luster/Dodger Blues inclusionary development, for a total of 13 credits; and

WHEREAS, Flemington Borough's plan proposes to address its remaining eight-unit projected growth share obligation with a seven-unit Market to Affordable Rental Program and three rental bonuses for the program; and

WHEREAS, Flemington Borough's plan results in a two-unit surplus from its Market to Affordable Program; and

WHEREAS, Flemington Borough's plan requests a waiver from the low/mod split [N.J.A.C. 5:80-26.3(a)] and bedroom distribution requirements [N.J.A.C. 5:80-26.3(b)] for the Flemington Electric development; and

WHEREAS, the waiver meets the requirements of N.J.A.C. 5:96-15.2(a) in that the strict application of the rule would create an unnecessary financial hardship in that the one-bedroom moderate-income unit was necessary in order to support the financial feasibility of the project; and

WHEREAS, the waiver fosters the production of affordable housing by providing a unit in the downtown area in walking distance to shops, service and employment; and

WHEREAS, the waiver fosters the intent, if not the letter of the rules, in that the Borough will make up a low-income two-bedroom unit in its Market to Affordable Rental Program, and the Borough's Fair Share Plan provides a mix of housing options; and

WHEREAS, pursuant to N.J.A.C. 5:96-6.2(a), on March 19, 2009, COAH issued a Conditional Compliance Report (attached as Exhibit A and incorporated by reference herein) on Flemington Borough's petition for third round substantive certification recommending conditional approval; and

WHEREAS, there was a 14-day period to submit comments to the COAH Conditional Compliance Report pursuant to N.J.A.C. 5:96-6.2(d) and COAH received no comments,

NOW THEREFORE BE IT RESOLVED that with the conditions noted below, the Housing Element and Fair Share Plan submitted by Flemington Borough comports to the standards set forth at N.J.S.A. 52:27D-314 and meets the criteria for third round substantive certification pursuant to N.J.A.C. 5:96-6.3; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:96-6.3(d) and after having reviewed and considered all of the above, COAH hereby grants third round conditional substantive certification to Flemington Borough with the following conditions to be met within 60 days from the date of this resolution:

1. The Borough shall designate an experienced administrative entity for its rehabilitation program in accordance with N.J.A.C. 5:96-18; and
2. The Borough shall submit an operating manual for its rehabilitation program; and

BE IT FURTHER RESOLVED that Flemington Borough's waiver request from N.J.A.C. 5:80-26.3(a) and (b) for the affordable unit in the Flemington Electric development is approved; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:96-6.3(e), Flemington Borough shall adopt all implementing Fair Share Ordinances within 45 days of the grant of final substantive certification; and

BE IT FURTHER RESOLVED that if Flemington Borough fails to timely adopt its Fair Share Ordinances, COAH's grant of substantive certification shall be void and of no force and effect; and

BE IT FURTHER RESOLVED that Flemington shall submit all Fair Share Ordinances to COAH upon adoption; and

BE IT FURTHER RESOLVED that Flemington shall comply with COAH monitoring requirements as set forth in N.J.A.C. 5:96-11, including reporting Flemington's actual growth pursuant to N.J.A.C. 5:97-2.5; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:96-10.1, COAH shall conduct biennial plan evaluations upon substantive certification of Flemington's Housing Element and Fair Share Plan to verify that the construction or provision of affordable housing has been in proportion to the actual residential growth and employment growth in the municipality and to determine that the mechanisms addressing the projected growth share obligation continue to present a realistic opportunity for the creation of affordable housing; and

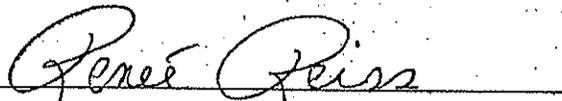
BE IT FURTHER RESOLVED that if upon any biennial review the difference between the number of affordable units constructed or provided in Flemington and the number of units required pursuant to N.J.A.C. 5:97-2.5 results in a pro-rated production shortage of 10 percent or greater, the Borough is not adhering to its implementation schedule pursuant to N.J.A.C. 5:97-3.2(a)4, or the mechanisms addressing the projected growth share obligation no longer present a realistic opportunity for the creation of affordable housing, COAH may direct Flemington Borough to amend its plan to address the shortfall; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:97-2.5(e), if the actual growth share obligation determined is less than the projected growth share obligation, Flemington shall continue to provide a realistic opportunity for affordable housing to address the projected growth share; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:96-6.3(b), Flemington's substantive certification shall remain in effect until December 30, 2018; and

BE IT FURTHER RESOLVED that any changes to the facts upon which this substantive certification is based or any deviations from the terms and conditions of this substantive certification which affect the ability of Flemington Borough to provide for the realistic opportunity of its fair share of low and moderate income housing and which the Borough fails to remedy, may render this certification null and void.

I hereby certify that this resolution was
duly adopted by the Council on Affordable
Housing at its public meeting on 4/8/09.



René Reiss, Secretary

Council on Affordable Housing

Attachment 1

Affordable and Market-Rate Units Excluded from Growth

Municipality Name: **Flemington Borough**

Prior Round Affordable Units NOT included in Inclusionary Developments Built post 1/1/04

Development Type	Number of COs Issued and/or Projected
Supportive/Special Needs Housing	0
Accessory Apartments	0
Municipally Sponsored and 100% Affordable Assisted Living	35
Other	0
Total	35

Market and Affordable Units in Prior Round Inclusionary Development Built post 1/1/04

N.J.A.C. 5:97-2.4(a)

(Enter Y for yes in Rental column if rental units resulted from N.J.A.C. 5:93-5.15(c)5 incentives)

Development Name	Rentals? (Y/N)	Total Units	Market Units	Affordable Units	Market Units Excluded
Martin Village	N	26	22	4	16
		0			0
		0			0
		0			0
		0			0
Total		26	22	4	16

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

Development Name	Affordable Units Provided	Permitted Jobs Exclusion
	0	0
	0	0
	0	0
	0	0
Total	0	0

[Return To Workbook A Summary](#)

Workbook A: Growth Share Determination Using Published Data
 (Using Appendix F(2), Allocating Growth To Municipalities)

COAH Growth Projections
 Must be used in all submissions

Municipality Name: Flemington Borough

Enter the COAH generated growth projections from Appendix F(2) found at the back of N.J.A.C. 5:97-1 et seq. on Line 1 of this worksheet. Use the Tab at the bottom of this page to toggle to the exclusion's portion of this worksheet. After entering all relevant exclusions, toggle back to this page to view the growth share obligation that has been calculated. Use these figures in the Application for Substantive Certification.

	Residential	Non-Residential
1 Enter Growth Projections From Appendix F(2) *	93	220
2 Subtract the following Residential Exclusions pursuant to 5:97-2.4(a) from "Exclusions" tab	Click Here to enter Prior Round Exclusions	
COs for prior round affordable units built or projected to be built post 1/1/04	4	
Inclusionary Development	0	
Supportive/Special Needs Housing	0	
Accessory Apartments	0	
Municipally Sponsored or 100% Affordable	35	
Assisted Living	0	
Other	0	
Market Units in Prior Round Inclusionary development built post 1/1/04	16	
3 Subtract the following Non-Residential Exclusions (5:97-2.4(b))		
Affordable units	0	
Associated Jobs		0
4 Net Growth Projection	38	220
5 Projected Growth Share (Conversion to Affordable Units Dividing Households by 5 and Jobs by 16)	7.60 Affordable Units	13.75 Affordable Units
6 Total Projected Growth Share Obligation		21 Affordable Units

* For residential growth, see Appendix F(2), Figure A.1, Housing Units by Municipality. For non-residential growth, see Appendix F(2), Figure A.2, Employment by Municipality.



6. REHABILITATION PROGRAM DOCUMENTATION

Home Improvement Program

Policies and Procedures Manual

Borough of Flemington

New Jersey

June 21, 2017

Prepared by:



CGPH

Community Grants, Planning & Housing

Good People. Great Results.™

101 Interchange Plaza, Suite 301

Cranbury, NJ 08512

609/664-2769 www.cgph.net

Home Improvement Program

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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 Flemington 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. 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 Flemington. The Borough of Flemington 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. Initially the program's funding source will be municipal 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 rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.



For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

II. ELIGIBLE PARTICIPANTS

A. Program Area

The Flemington Home Improvement Program 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 Flemington.

B. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation if it is their primary residency, the occupants of the units are determined to be very low, low or moderate-income households, and the units are determined to be substandard. Owners of rental properties do not have to be income eligible. 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 very low, low- or moderate-income households.

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 as follows.

Table 1: 2017 Regional Income Limits (updated annually)

Household Size	Low Income Limit	Moderate Income Limit
1	\$36,890	\$59,024
2	\$42,160	\$67,456
3	\$47,430	\$75,888
4	\$52,700	\$84,320
5	\$56,916	\$91,066
6	\$61,132	\$97,811
7	\$65,348	\$104,557
8	\$69,564	\$111,302

Since the 2015 NJ Supreme decision declaring COAH nonfunctioning, it may now be left to the local court vicinages to approve income, sales and rental increases using similar methodologies that were employed by COAH. The income limits above are based on the methodology explained in Appendix B and the plan for properly amending median incomes and rental increases every year is also included in Appendix B at the end of this manual. The Program Administrator will

ensure that this chart is updated whenever adjustments to these income figures become available.

D. Application Selection

The program will process new applicants added to the waiting list/applicant pool on a first-come, first served basis, to qualified applicants. The goal is to have a minimum of 50% of the properties assisted comprised of low income households. The HIP will establish the waiting list from the program marketing efforts identified in Section IX of this manual. Priority will be given to homeowners with less than \$200,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit.

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 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, and
- B. The problem has been inspected and the threat verified by the appropriate local building inspector and/or health official

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 rehabilitation 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 may be immediately due and payable back to the Borough. There will also be a statement indicating that the Borough will place a lien on the rental rehab properties to recapture the funds to be repaid at a low interest. The ten-year deed restriction for all rehabilitated rental units will run with the land to ensure compliance, which deed restriction will be filed with the County Clerk.

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

The purpose of the program is to bring substandard housing up to code. 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
- Lead paint hazard reduction
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

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

- Interior trim work,
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), carpets, solar panels, generators, additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. The cost of removing any illegally converted living space (e.g., illegal bedrooms in the basement) are not eligible for assistance.

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, (of which the more restrictive requirements will apply), 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 compliant with the standards prescribed 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 2 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single 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 \$8,000 per unit.
Maximum Loan Amount	\$20,000 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 Properties including Tenant Units

Table 3 Owner-Occupied Multi-Family Home Terms & Conditions

Owner-Occupied Multi-Family Including Tenant Unit(s) 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 \$8,000 per unit.
Maximum Loan Amount	\$16,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms	100% forgivable if homeowner maintains occupancy and title during the ten- 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

Assisted unit(s) must be occupied by, and affordable to a household(s) that is(are) certified as very low, low or moderate income as per DCA very low, low and moderate Income Limits.

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 in the event that 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 very low, ow- 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 Flemington’s 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 4 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 \$8,000 per unit.
Maximum Loan Amount	\$16,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 25% of rehab cost at construction agreement signing. 75% balance forgiven if in compliance with rental restrictions. 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) is(are) occupied by and affordable to a household that is certified as a very low, low or moderate income household as per DCA's very low, low and moderate Income Limits 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.

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 very low, 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 Flemington Affordable Housing Affirmative Marketing Plan by the Boroughs' 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 Deed Restriction 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 very low, 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 need more than the program cap:

- The Program will get confirmation of whether the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as U.S.D.A Rural Development and/or the Low-Income Home Energy Assistance Program (LIHEAP).
- The Program reserves the right to make a request to the Borough for an exception, having the Borough allow the expenditure of up to an additional \$5,000 per unit to address code violations. The Borough may 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.

E. Use of Recaptured Program Funds

All recaptured funds will be deposited into a Flemington 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 to the applicant when their name is reached on 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 and homeowners' cooperation to provide all additional documentation required to finalize the eligibility process.

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 of each household, 18 years of age and older, 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 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 Internal Revenue Service Center by calling 1-800-829-1040 or visiting irs.gov to either obtain an online printout or to request a copy by mail, the latter which takes five to ten calendar days.
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 at least 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

Student Income

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

Income from Real Estate

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

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the 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
- Proof of separate residency if a deed co-holder resides at another location (copy of driver's license, etc.)
- If deed holder is a widow or widower, copy of Death Certificate should be included
- Copy of the most current property tax assessment
- Receipt for property taxes
- Signed Eligibility Release form
- Proof that all mortgage payments are 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.)

H. Requirements of Utilities & Taxes Paid Current

All applicants' property tax and sewer/water accounts must be paid current. The Program reserves the right to make an exception to the requirement of paid up tax and/or sewer/water 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. 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 correspondence 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 six months 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.

M. Homeowner Compliance

The Program Inspector will contact the homeowner to conduct a pre-inspection interview and to schedule the program property inspection.

During the pre-inspection interview, the Program Inspector will review the requirements from Section V subsection *J House Conditions* as well as what was explained in further detail to the homeowner in the Program Information Handout and the Program Homeowner Agreement pertaining to required house conditions and to discuss any open construction permits or non-compliant construction activity.

The homeowner must report any issues regarding inaccessibility, cluttered conditions, deferred housekeeping, excessive mold growth on building components or building contents, unsanitary

conditions, sewage backups, pet waste not in the appropriate designated place, and household pests. This is necessary to minimize risk to the program inspector and program contractors. The homeowner must again confirm there is no current private on-going home renovations and/or no previous unpermitted municipal non-compliance work done.

If the homeowner fails to disclose the house conditions above and/or current home renovations and/or previous work in non-compliance with municipal permitting requirements during the pre-inspection interview, and if any of the above issues are discovered during the Program's forthcoming property inspection, the Program Inspector may stop the inspection and place the applicant's case on hold until the homeowner resolves the issue(s) in a reasonable time period. The homeowner will be required to pay a \$100 penalty prior to requesting a second property inspection.

Additionally, if the homeowner does not resolve the issue(s) within an acceptable time period to allow the case to make it to construction signing prior to the Certification of Eligibility expiration, the homeowner will be responsible to pay an additional \$200 penalty toward the time it will take to re-verify income necessary as per Section V. subsection L. *Eligibility Certification* due to homeowner's delay.

N. 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. 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. 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 the Borough of Flemington. If the unit cannot be brought up to code with the combination of funds available, the unit may not proceed.

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

O. 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. Contractors will be notified of the results of the bidding within one (1) week of the date the homeowner makes his/her contractor selection.

The Case Manager will provide the Borough Clerk with the executed Bid Tabulation and contractor bid documents to demonstrate contractor award decision. For contractors who are new to the municipality's payment system, the Case Manager will include the contractor's business registration certificate and W-9 form. Contractor award is passed via resolution by Borough Council. To be placed on the Council meeting agenda, the documents need to be received one week prior to the meeting.

P. Pre-Construction Conference/Contract Signing/Loan Closing

Upon receipt of the Borough contractor award resolution, the Program Inspector will schedule and 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 based 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 Based Paint (LBP) applies.

Following the pre-construction meeting, the Case Manager will provide the Construction Office with 1) a copy of the first three pages of the Construction Agreement which includes identifying the homeowner, the property and the contractor, and an itemized price list of the work; and 2) the program scope of work to ensure the contractor makes application for the applicable permits. For each job, the Borough's Construction office will notify the Case Manager which permits are required to compare to the permit documentation later provided by the contractor.

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.

Q. Initiate Borough Voucher

The Borough will initiate a purchase order upon the execution of the contractor award resolution. The Borough will then forward the purchase order, along with a copy of the resolution, to the Case Manager who in turn will obtain the contractor's signature at the pre-construction construction agreement signing /loan closing. The contractor's signed purchase order will be held by the Case Manager until construction progress is sufficient to submit to the municipality for a contractor payment.

R. 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 U, *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 Based Paint (LBP) for the EPA regulation.

S. 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, and the Program. The Case Manager will forward the executed change order to the Borough. 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.

T. 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.

Only 100% completed 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 U *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 Based 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.

U. Payment Structure and Process

The Borough will issue all payments, which may 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 in accordance with program procedures, the Case Manager will submit to the Borough:

- Program's Request for Payment form with homeowner's and Program's written approval
- Contractor signed Borough Purchase Order with payment amount identified
- Copy of change order, if one occurred

The payment request is to be sent to the Borough Clerk for receipt no later than one week prior to the Borough Council Meeting. 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 homeowner 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.

V. 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.

W. Record Program Mortgage Documentation

At construction completion, the Case Manager shall attach a copy of the contractor's final payment form as Schedule B to the program mortgage to document the commencement date of the program lien period. The Case Manager shall then forward the executed program mortgage to the Borough Clerk for recording. The Borough shall promptly file the mortgage with the County Clerk. For rental properties, the Deed Restriction shall also be recorded.

X. 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. A program letter will be sent to the homeowner, thanking him/her for participating in the Program. Enclosed with the letter to the homeowner shall be a copy of the aforementioned Schedule B to attach to the homeowner's copy of the program mortgage for future reference to lien period timeframe.

Y. Requests for Subordination or Program Loan Payoff

Flemington may agree to subordination of its program 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, Flemington will subordinate up to 100% of the appraised value. The fee to process subordination requests will be paid by the homeowner directly to CGP&H at a rate of \$150 per request.

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The contractor outreach material will be posted on CGP&H’s website. 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 business card size handouts in the municipal building, including the local construction office. CGP&H also send contractor outreach postcards via mass mailings to the list of home improvement contractors registered with Consumer Affairs. 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 general 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.

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.
- At least three favorable references on the successful completion of similar work; and
- A reference of permit compliance from a municipal inspector (building inspector, code official, etc.); 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.

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.

The Flemington Home Improvement Program shall be administered in accordance with the following as it pertains to rentals:

- 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 continue to 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 targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These rents are based on COAH's Annual Regional Income Limits Chart at the time of occupancy:

Table 5 Investor-Owned Terms & Conditions

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 in rehabilitated units may increase annually based on the standards in Appendix B, entitled “Current Income Limits & Rental Increase Procedures” 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 COAH-approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

IX. MARKETING STRATEGY

In lieu of a separate submission of the Program’s marketing plan for DCA (Court Master)’s approval, this section will satisfy the obligation of 5:93-5.2(d). In coordination with the Borough, the Program Administrator will employ a variety of proven strategies to advertise the program within Flemington 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 brochures
- 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, whenever available and appropriate
- 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 Flemington 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 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. Reporting

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

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod

- Final Inspection Date
- Funds Expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective Date of Affordability Controls
- Length of Affordability Controls (years)
- Date Affordability Controls Removed
- Reason for Removal of Affordability Controls

The Program Administrator is responsible for entering each completed unit's data into the State's online CTM system.

D. Financial Recordkeeping

Financial recordkeeping through the State's online CTM system is the responsibility of the Municipal Housing Liaison.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

In homeowner/contractor disputes, as well as disputes with regard to staff decisions, a Housing Advisory Committee formed by the Borough will act as a mediator to resolve the differences. Homeowners involved in a dispute will be instructed to submit their concerns in writing. The homeowner may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final.

If the reason for the mediation is due to the homeowner's refusal 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.

Additionally, the Housing Advisory Committee may decide on cases that are not clearly determined via the Policy and Procedures Manual, requiring either a change to the Manual, a waiver approval or waiver denial. During this process, when discussing case specifics with and among Committee members, the confidentiality of the individual homeowner will be protected by use of case numbers rather than names.

XII. CONCLUSION

If the procedures described in this manual are followed, the Borough of Flemington'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
- Change Order Authorization (when applicable)
- Contractor's Request for Final Inspection
- Contractor Payment
- Certificate and Release
- Closeout Statement

APPENDIX B - Current Income Limits

Region 3 2017 Maximum Income Limits

Hunterdon, Middlesex and Somerset Counties

Household Size	Very-Low Income	Low Income	Moderate Income	Median Income
1 Person	\$22,134	\$36,890	\$59,024	\$73,780
1.5 Person*	\$23,715	\$39,525	\$63,240	\$79,050
2 Person	\$25,296	\$42,160	\$67,456	\$84,320
3 Person*	\$28,458	\$47,430	\$75,888	\$94,860
4 Person	\$31,620	\$52,700	\$84,320	\$105,400
4.5 Person*	\$32,885	\$54,808	\$87,693	\$109,616
5 Person	\$34,150	\$56,916	\$91,066	\$113,832
6 Person	\$36,679	\$61,132	\$97,811	\$122,264
7 Person	\$39,209	\$65,348	\$104,557	\$130,696
8+ Person	\$41,738	\$69,564	\$111,302	\$139,128
* 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).				

Methodology for calculating regional income limits and rental increase is described on the following page.

Calculating Annual Increases to Income Limits, Resale Prices, and Rents

1. Income limits for all units that are part of the Borough'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 Township annually within 30 days of the publication of determinations of median income by HUD as follows:
 - (a) The income limit for a moderate-income unit for a household of four shall be 80 percent of the HUD determination of the median income for the Middlesex-Somerset-Hunterdon PMSA 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 median income for the Middlesex-Somerset-Hunterdon PMSA 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 HUD determination of the median income for the Middlesex-Somerset-Hunterdon PMSA 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 the previous year.
 - (b) The income limits are based on carrying out the process in paragraph (a) based on HUD determination of median income for the current Fiscal Year, and shall be utilized by the Borough until new income limits are available.
2. 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 by the Council:
 - (a) 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 determined pursuant to paragraph 1. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 - (b) The rent of very-low-income, low-income 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 anyone 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.



7. ANDERSON HOUSE DOCUMENTATION

BOARD OF TRUSTEES

Jean Mohr
President
Community Volunteer

JoAnne Byrnes
Vice President
Attorney at Law

Jarrett Farrell
Vice President
Raritan Valley Insurance

Patricia Steingall
Secretary
Hunterdon Medical Center

Theresa M. Simonds
Treasurer
Amper, Politziner & Mattia

Stephanie Adkins
Peapack-Gladstone Bank

Chris Bianco
Blue Panther Business Partners

William C. Brandt
SWOT Management Group

Charles E. Chulvick
*Raritan Valley
Community College*

Deborah P. Close
*Doris Duke Charitable
Foundation*

Michael Conway
*Summit Financial
Resources*

Steven Della Vella
*Johnson & Johnson
Family of Companies*

George Eckelmann
*Eckelmann Brothers
Construction*

Ellen Greenhorn
*National Starch &
Chemical Company*

Stephen R. Jason
*Washington Township
School District*

Linda Rusch
Hunterdon Medical Center

Maureen K. Sheehan
Community Volunteer

Joanne Furze
Executive Director

**HONORARY BOARD
MEMBERS**

Nancy Baron
Community Volunteer

Marfy Goodspeed
Community Volunteer



ANDERSON HOUSE
HALFWAY HOUSE FOR WOMEN

Anderson House is a residential program for women in recovery from alcoholism and drug addiction. Dedicated to providing quality treatment, Anderson House supports women as they develop the necessary goals and life skills to return to the community as responsible, productive and sober individuals.

December 22, 2008

Elizabeth McManus
Clarke Caton Hintz
400 Sullivan Way
Trenton, NJ 08628

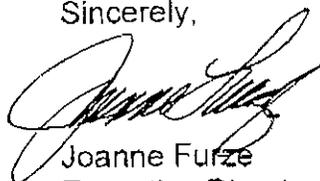
Dear Beth,

Anderson House owns the property located at 96 Board Street, Flemington, NJ 08822. We are using this home for special needs housing that include special services. The house provides six rooms that are rented by the residents who receive special services for their disease of addiction while in residence at the home. Each resident signs a contract with Anderson House that includes the cost and provisions for residency. Anderson House, Inc. is licensed as a residential treatment facility by the NJ Department of Human Services, Division of Addiction Services to provide residential treatment services for the disease of alcoholism and drug addiction.

Anderson House intends to remain at this location 96 Broad Street, Flemington, NJ for 30 years and to use it in compliance with the UHAC regulations for that period.

Please contact me if you need any further information. Thank you for your assistance.

Sincerely,


Joanne Furze
Executive Director



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

Municipality: Flemington County: Hunterdon

Sponsor: _____ Developer: _____

Block: 39 Lot: 1 Street Address: 96 Broad Street

Facility Name: Anderson House

<p>Section 1: Type of Facility:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input type="checkbox"/> Permanent supportive housing <input checked="" type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify: _____ 	<p>Section 2: Sources and amount of funding committed to the project:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____ <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input type="checkbox"/> HUD - Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Farmers Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input type="checkbox"/> Other - Please specify: _____ <p><input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households <u>6</u></p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: <u> </u>/<u> </u>/<u> </u></p> <p>Expiration Date of Controls: <u> </u>/<u> </u>/<u> </u></p> <p>Average Length of Stay: <u>12-18</u> months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: <u> </u>/<u> </u>/<u> </u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input checked="" type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>10/12/04</u></p> <p>Current License Date: <u>10/1/08</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes <input checked="" type="checkbox"/> No; Length of commitment: _____</p> <p>Other operating subsidy sources: <u>0</u>; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD,</p>	

- FHA, FHLB, UMAC deed restriction, etc.)
- Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? Yes No

Age-restricted? Yes No

Population Served (describe): women recovering from alcoholism and drug addiction

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

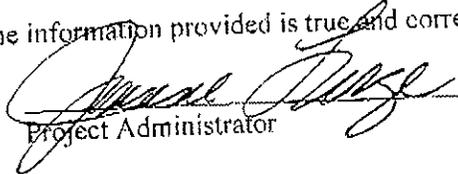
Section 10: Affirmative Marketing Strategy (check all that apply):

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

CERTIFICATIONS

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

Certified by:


 Project Administrator

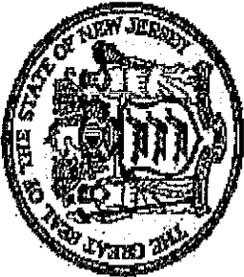
Date

12/22/2008

Certified by:

Municipal Housing Liaison

Date



License No. 1000090

State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

Turning Point, Inc.
680 BROADWAY, SUITE 104
PATERSON, NJ 07514

Pursuant to N.J.S.A. 26:2B-1 et seq. and N.J.S.A. 26:2G-1, is hereby licensed to operate

Anderson House, A Turning Point Program
532 ROUTE 523
WHITEHOUSE STATION, NJ 08889

A RESIDENTIAL SUBSTANCE ABUSE TREATMENT FACILITY

consisting of:

ADDICTION SERVICES

Co-Occurring Treatment Services Beds: 0 Adult

Halfway House Substance Abuse Treatment Beds: 14 Adult Female

This License is effective from 7/1/2017 to 6/30/2018

Elizabeth Connolly, Acting Commissioner
Department of Human Services

MUST BE POSTED IN A CONSPICUOUS PLACE IN THE FACILITY

THIS LICENSE IS NOT TRANSFERABLE, APPLIES ONLY TO THE ABOVE LOCATION, AND TERMINATES ON NOTICE BY THE DEPARTMENT

Deed

This Deed is made on **September 2, 2004**
BETWEEN
JERICA HILL, L.L.C.,
 a New Jersey Limited Liability Company
 whose post office address is
96 Broad Street, Flemington, New Jersey 08822

referred to as the Grantor,
AND
ANDERSON HOUSE, INC., A New Jersey corporation

whose post office address is
P.O. Box 134
Whitehouse Station, New Jersey 08889

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 **\$1.00**
One Dollars and No Cents
 The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Flemington**
 Block No. **39** Lot No. **1** Qualifier No. 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 **Flemington** County of **Hunterdon** 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).

The use of the property shall be restricted to use as a residence for persons participating in the comprehensive program established by Anderson House, Inc. This restriction shall run for five (5) years from the date of the Deed. If after the five (5) year period Anderson House wishes to sell the property or use it for other purposes, it shall be free to do so.

Being the same premises conveyed to the Grantor by deed from Judith S. Studer-Hamilton (formerly known as Judith S. Studer) dated March 25, 1997 and recorded March 28, 1997 in the Hunterdon County Clerk's Office in Deed Book 1163, Page 435.



Instr# **8513778** Donee# **K. Firpo**
 Recorded/Filed **ASB** Hunterdon County Clerk
 09/02/2004 14:21 Bk 2102 Pg 6 #Pg 5 DEED

Consideration: **1.00**
 Ready Tax: **0.00**
 Fees: **80.00**



Welcome to the CTM System!

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- [Plans](#) ▶
- [Reports](#) ▶
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Coah Build:9.1.1

- [Plan](#)
- [Projects](#)
- [RCA/Partner](#)
- [Service List](#)
- [Trust Fund](#)
- [Spending Plan](#)

Project Counts

Municipality: FLEMINGTON BORO, HUNTERDON County - Muni Code: 1009
 Round: 3.1, Version: Petition, Status: Certified - Monitoring
 Project Name: Anderson House
 Project Number:

											Monitoring				
			Affordable Units	Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits	
		Category		Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved
		New Construction (& Gut Rehab)	6				6		6	6	6			6	6
		Completed New	6				6		6					6	6
		Rehab													
		Completed Rehab													
		Unmet Need Units													
		Under Construction													
		Age Restricted													
		Family													
		Spec Needs BR Non-Age	6				6		6	6	6			6	6
		Spec Needs BR AgeRest													
		Spec Needs Units Non-Age													
		Spec Needs Units AgeRest													
		Very Low Income - 30%					1		1					1	1
		Very Low Rental - 35%					1		1					1	1
		Low Income	6				6		6	6	6			6	6
		Moderate Income													
		Rental	6				6		6	6	6			6	6
		Sale													
		Efficiency													
		1 Bedroom													
		2 Bedroom													
		3 Bedroom													
		Townhouse													

Project Category List

	Accessible													
	Adaptable													
	Adapted													
	Total AHU:								6	6				

											Monitoring													
											Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits			
Category											Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved		
		Bonus - Rental Family																						
		Bonus - Rental Age																						
		Bonus - Rental Supp Hsg																						
		Bonus - Rental Spec Needs																						
		Bonus - Rental Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Bonus - VLI																						
		Bonus - Compliance																						
		Bonus - Smart Growth																						
		Bonus - Redevelopment																						
		Total Bonuses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Extension of Controls																						
		Excess Age Restricted																						
		Surplus - Credits																						
		Surplus - Rental Bonus																						
		Surplus - VLI Bonus																						



8. HERMAN E. KAPP APARTMENTS DOCUMENTATION

**RESOLUTION OF
FLEMINGTON BOROUGH PLANNING BOARD**

APPLICATION FOR PRELIMINARY SITE PLAN

Applicant: Pennrose Properties, Inc. (H.C.H.C.
Church Street Senior Housing)
Block 39 Lot 5 - HR Zone

WHEREAS, Pennrose Properties, Inc. (Applicant) has applied to Flemington Borough Planning Board (Board) for preliminary site plan on property located at 62 Church Street, and which is known as Block 39 Lot 5 on the Flemington Borough Tax Maps, in HR Zone; and

WHEREAS, in conjunction with preliminary site plan approval, Applicant seeks waivers as follows:

- (A) Environmental Impact Statement #52
- (B) Traffic Study #68
- (C) Contours within 200 feet #44

WHEREAS, the application was a subject of a conceptual and completeness hearing on March 3, 2003 and public hearing on March 25, 2003 for, at which appeared Michael K. Ligorano, Esq. as attorney for applicant; Charles Lewis, Vice President of Pennrose Properties, Inc., on behalf of applicant; Louis L. Zuegner of Lynch, Giuliano & Associates, as engineer for applicant; Mary Johannesen of Kitchen & Associates of Kitchen & Associates as architect for applicant; and

WHEREAS, the following exhibits were submitted:

- A-1 Affidavit of Service, Notice of Public Hearing; Certified List of Property Owners; Certified Mail Slips and Green Receipt Cards; Proof of Publication
- A-2 Mounted sheet 3 of 7 of LGA Engineering dated 2/10/03;
- A-3 A 1st floor; B 2nd floor; C 3rd floor
Kitchen & Associates Floor Plans
- A-4 A Architectural Elevations (Church and Broad Streets)
- A-4 B North and East Elevations
- A-5 Isometric Drawing by Kitchen & Associates
- A-6 Roofing Shingle Sample (GAF Heather Blend)
- A-7 Vinyl Siding Sample (Certain-TEED Light Maple)
- A-8 Brick Sample Glen-Gery Brick - Roycebrook

WHEREAS, all jurisdictional requirements have been satisfied; and

WHEREAS, the Board has reviewed the exhibits submitted by

the applicant and the Board has heard the evidence given by the applicant and there being no testimony from the public and having heard from the Township's professionals with respect to the application, the Board makes the following findings of fact:

1. The Board has jurisdiction to proceed.
2. Charles Lewis of Pennrose Properties, Inc. testified that his company develops senior housing. Applicant proposes a three-story senior housing residence on the site consisting of 60 units. The property is the site of the current Hunterdon County Garage.
3. The proposal includes 19,899 square foot of floor area. Parking is proposed for 40 spaces.
4. The units will be restricted to residents who are 62 years old or more and will be focused on independent living. The units will also be restricted by income. All of the units will count as senior units towards the Borough's COAH obligations.
5. Applicant will remove the existing Hunterdon County Garages.
6. Louis Zuegner P.E. and P.P. described the site plan layout, drainage and stormwater management. The building will consist of three stories. He further discussed the sidewalks and how the project coincides with the improvements planned by the Borough to Church Street.
7. The plans show 40 parking spaces. The Residential Site Improvement Standards (RSIS) do not apply strictly to senior housing. Pennrose has indicated that 40% of the units would need cars which would equal 30 spaces. Further discussion resulted in the decision to provide 40 spaces.
8. No waivers or variances are required.
9. The "link bus" will be able to traverse the site. The landscaping was discussed and Applicant indicated that he will comply with review letters of the board's professionals in all respects.
10. Mary Johannesen, New Jersey licensed architect of Kitchen & Associates, described the structure, materials, roof, siding and layout. The building will be sprinklered.
11. The exhibits were presented showing each elevation of structure. 42 1-bedroom units and 18 2-bedroom units will be

used. A community room will be provided. There will be an on site management office. Computer areas, laundry areas and exercise areas will be provided.

12. Each apartment will have their own HVAC unit. The outside portions of the HVAC will be on the roof behind the false roof and not visible.

13. The apartments will have emergency pull cords in the bathrooms and bedrooms which will notify the management of emergencies.

14. Various members of the public asked questions and made comments concerning the application.

NOW, THEREFORE, BE IT RESOLVED, BY THE FLEMINGTON BOROUGH PLANNING BOARD, COUNTY OF HUNTERDON AND STATE OF NEW JERSEY, that preliminary site plan as set forth above is hereby approved, subject to the following conditions:

1. The fire hydrant requirements as set forth in the 3/21/03 letter of David Gilmartin will be met by Applicant. Hydrants will be kept clear of snow by property management.

2. Applicant will comply with letter of Robert Miller, P.E., dated 3/25/03, Carl Hintz, P.P. dated 3/21/03 and Judd Rocciola, Traffic Engineer dated 3/3/03.

3. Applicant must receive the approvals of all outside agencies.

4. Applicant must comply with all of the detailed requirements of all of the Flemington Borough Ordinances.

5. Any and all fees properly due and owing the Municipal Planning Board as a result of its hearing of this application must be paid in full.

6. Applicant must adhere to any and all rules, regulations, ordinances or requirements, be they Municipal, County or State, as they pertain to the development which is being approved by virtue of this application.

I hereby certify that this resolution was adopted by the
Planning Board of the Borough of Flemington at a meeting held on
by a vote of 5 for and 2 ~~against.~~
ABSTAINED

Diane Schottman
DIANE SCHOTTMAN, Secretary
Flemington Borough Planning
Board

Date Adopted:

APRIL 22, 2004

a:\pennrose.res\ld\3-30-03

**RESOLUTION OF
FLEMINGTON BOROUGH PLANNING BOARD
APPLICATION FOR FINAL SITE PLAN**

Applicant: Pennrose Properties, Inc.
Block 39 Lot 5 - HR Zone

WHEREAS, Pennrose Properties, Inc. (Applicant) has applied to Flemington Borough Planning Board (Board) for final site plan on property located at 62 Church Street, and which is known as Block 39 Lot 5 on the Flemington Borough Tax Maps, in HR Zone; and

WHEREAS, the application was a subject of a public hearing on April 27, 2004, at which appeared Michael K. Ligorano, Esq. of Norris, McLaughlin and Marcus as attorney for applicant; Louis L. Zuegner of Lynch, Giuliano & Associates, as engineer for applicant; Mary M. Johannesen of Kitchen & Associates of Kitchen & Associates as architect for applicant; and

WHEREAS, all jurisdictional requirements have been satisfied; and

WHEREAS, the Board has reviewed the exhibits submitted by the applicant and the Board has heard the evidence given by the applicant and there being no testimony from the public and having heard from the Township's professionals with respect to the application, the Board makes the following findings of fact:

1. The Board has jurisdiction to proceed.
2. Louis Zuegner, Applicant's engineer, described the final site plan. The building is several hundred square feet smaller than preliminary approval in that the two bedroom units were reduced from 18 to 9 in number.
3. Traffic circulation is the same as preliminary approval.
4. Mary M. Johannesen, Applicant's architect, reviewed the final site plan as being 51 one-bedroom units and 9 two-bedroom units. Preliminary approval was granted from 42 one-bedroom units and 18 two-bedroom units. Applicant has reduced the number of two bedroom units as a result of marketing studies and number of people signing up for the units. There are already 140 people on the waiting list. Complete construction is anticipated for the summer of 2005.

NOW, THEREFORE, BE IT RESOLVED, BY THE FLEMINGTON BOROUGH PLANNING BOARD, COUNTY OF HUNTERDON AND STATE OF NEW JERSEY, that final site plan as set forth above is hereby approved, subject to the following conditions:

- 1. Applicant will comply with letter of Robert Miller, P.E., dated 4/27/04 and Carl Hintz, P.P. dated 4/27/04.
- 2. Applicant must receive the approvals of all outside agencies, including but not limited to DEP approval for water and sewer use.
- 3. Applicant must arrange a pre-construction conference.
- 4. Applicant must complete all inspections required by the Municipal Planning Board.
- 6. Applicant must comply with all of the detailed requirements of all of the Flemington Borough Ordinances.
- 7. Any and all fees and escrows properly due and owing the Municipal Planning Board as a result of its hearing of this application must be paid in full.
- 8. Applicant must adhere to any and all rules, regulations, ordinances or requirements, be they Municipal, County or State, as they pertain to the development which is being approved by virtue of this application.

I hereby certify that this resolution was adopted by the Planning Board of the Borough of Flemington at a meeting held on _____ by a vote of 6 for and 2 ~~against~~.
ABSTAINED

Diane Schottman
DIANE SCHOTTMAN, Secretary
Flemington Borough Planning
Board

Date Adopted:

MAY 25, 2004

LIHTC # 719

Prepared By:



Stuart D. Poppel, Esquire
Print Name

**DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY
(Leasehold)**

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") shall run with the land and is granted by the owner and lessor of the real property more fully described on Exhibit A attached hereto and incorporated herein, HUNTERDON COUNTY HOUSING CORPORATION, and its successors and assigns (the "Landowner"), whose principal address is 8 Gauntt Place, Flemington, New Jersey 08822 and by the Owner of the Project, CHURCH STREET HOUSING URBAN RENEWAL ASSOCIATES, L.P., a New Jersey limited partnership, and its successors and assigns ("Project Owner") whose principal address is Daniel J. Flood Tower, 230 Wyoming Avenue, Kingston, Pennsylvania 18704, to the NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY, its successors and assigns, (the "Agency") acting as the housing credit Agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the Determination Letter or the IRS Form(s) 8609 for the building(s) described below, the Agency has determined the eligibility for or issued Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the annual estimated amount of \$256,973 to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The 1 building(s), which consists of a total of 59 residential rental units of which 59 are LIHTC units, and which will constitute a qualified housing project as defined in Section 42 of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Church Street Senior Housing (the "Project") located at 62 Church Street, Flemington, New Jersey 08822, Municipal Tax Map Block No. 39, Lot No. 5 in the County of Hunterdon, New Jersey, and title to which has been recorded in the County Clerk or Register's Office immediately prior to the recording of this Covenant, being more fully described as set forth in Attachment "A" hereto.



Instr# 8512108 Dorothy K. Tirpok
Recorded/Filed ASB Hunterdon County Clerk
08/30/2004 13:25 Bk 2100 Pg 837 #Pg 9 EASEME

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATE IN THE BOROUGH OF FLEMINGTON, COUNTY OF HUNTERDON, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, THE INTERSECTION OF THE CENTER LINES OF BROAD AND CHURCH STREETS, AND RUNNING THENCE

(1) ALONG CENTER LINE OF BROAD STREET, NORTH 5 DEGREES 58 MINUTES WEST, A DISTANCE OF THREE HUNDRED FIFTY THREE AND FIVE TENTHS FEET (353.5 FEET) TO A POINT IN THE CENTER LINE OF BROAD STREET, BEING ALSO THE SOUTHWEST CORNER OF LOT OWNED BY SAMUEL J. WYCKOFF; THENCE

(2) ALONG SOUTHERLY LINE OF SAID WYCKOFF, NORTH 84 DEGREES 2 MINUTES EAST, A DISTANCE OF TWO HUNDRED THIRTY ONE FEET (231 FEET) TO AN IRON AT THE SOUTHEAST CORNER OF THE WYCKOFF LOT IN LINE OF LAND REMAINING TO PARTY OF THE FIRST PART; THENCE

(3) ALONG LAND REMAINING TO PARTY OF FIRST PART SOUTH 5 DEGREES 58 MINUTES EAST, A DISTANCE OF TWO FEET (2 FEET) TO AN IRON; THENCE

(4) STILL ALONG LAND REMAINING TO PART OF THE FIRST PART, NORTH 84 DEGREES 2 MINUTES EAST, A DISTANCE OF ONE HUNDRED FIFTEEN AND FIVE TENTHS FEET (115.5 FEET) TO AN IRON; THENCE

(5) STILL ALONG SAME, SOUTH 5 DEGREES 9 MINUTES EAST, A DISTANCE OF THREE HUNDRED FIFTY THREE AND SEVEN TENTHS FEET (353.7 FEET) TO THE CENTER LINE OF CHURCH STREET; THENCE

(6) ALONG CENTER LINE OF CHURCH STREET, SOUTH 84 DEGREES 21 MINUTES 5 SECONDS WEST, A DISTANCE OF THREE HUNDRED FORTY ONE AND FOUR TENTHS FEET (341.4 FEET) TO THE PLACE OF BEGINNING.

BEING KNOWN AND DESIGNATED AS LOT 5, BLOCK 39 AS SHOWN ON TH CURRENT TAX ASSESSMENT MAP OF THE BOROUGH OF FLEMINGTON, HUNTERDON COUNTY, NEW JERSEY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE CENTERLINES OF, (60.00 FEET RIGHT OF WAY TAX MAP), BROAD STREET AND (49.5 FEET RIGHT OF WAY TAX MAP) CHURCH STREET, AND RUNNING; THENCE

(1) NORTH 05 DEGREES 54 MINUTES 58 SECONDS WEST, 353.50 FEET ALONG THE CENTERLINE OF SAID BROAD STREET TO A POINT; THENCE

(2) NORTH 84 DEGREES 05 MINUTES 02 SECONDS EAST, 231.12 FEET ALONG THE SOUTHEASTERLY LINE OF LOT 4, BLOCK 39 TO A POINT IN THE SOUTHWESTERLY LINE OF LOT 3, BLOCK 39; THENCE

(3) SOUTH 05 DEGREES 24 MINUTES 53 SECONDS EAST, 1.17 FEET ALONG A PORTION OF THE SOUTHWESTERLY LINE OF SAID LOT 3 TO A IRON PIN WITH CAP FOUND; THENCE

(4) SOUTH 84 DEGREES 11 MINUTES 15 SECONDS EAST, 115.36 FEET ALONG A PORTION OF THE SOUTHEASTERLY LINE OF LOT 3, BLOCK 39 TO A IRON PIN FOUND; THENCE

(5) SOUTH 05 DEGREES 05 MINUTES 39 SECONDS EAST, 354.05 FEET ALONG A PORTION OF THE SOUTHWESTERLY LINE OF LOT 3, BLOCK 39 TO A POINT IN THE CENTERLINE OF SAID CHURCH STREET; THENCE

(6) SOUTH 84 DEGREES 27 MINUTES 07 SECONDS WEST, 341.40 ALONG THE CENTERLINE OF CHURCH STREET TO THE POINT AND PLACE OF BEGINNING.

TOGETHER WITH AN EASEMENT AS CONTAINED IN DEED BY AND BETWEEN DISTILLED LIQUORS CORPORATION, A NEW YORK CORPORATION AND COUNTY OF HUNTERDON, A MUNICIPAL CORPORATION OF NEW JERSEY DATED JULY 11, 1940, RECORDED JULY 11, 1970 IN DEED BOOK 424, PAGE 384.

RECORD & RETURN TO
CHICAGO TITLE INSURANCE COMPANY
26 A-1 E SECOND STREET
MOORESTOWN, N.J. 08057

- (2) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period.
- (3) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period on which such buildings are placed in service as a qualified low income housing project, and shall end on the date which is fifteen (15) years after the close of the initial fifteen (15) year compliance period, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (4) The extended use period shall terminate, subject to the provisions regarding low income tenancy and gross rent restrictions, on the date the buildings are acquired by foreclosure (or an instrument given in lieu of foreclosure), or on the last day of the one year period beginning on the date after the fourteenth (14) year of the initial compliance period that the Project Owner submits a written request to the Agency to present a qualified contract (as defined at Section 42(h)(6)(F) of the Code) for the acquisition of the buildings, if, and only if, the Agency is unable to present within that year's time, a qualified contract from a purchaser who will continue to operate such buildings as a qualified low income project.

Should the period terminate in this fashion prior to its full term, for a three year period after such termination, no low income tenant may be evicted, for other than good cause, nor may the gross rents be increased beyond that permitted under the Code and regulations promulgated thereunder.

- (5) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. The Project Owner will begin the credit period in 2005.
- (6) The federal set-aside, as defined by Section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI) ("income eligible members of the public"). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

- (7) [] If this box is checked, the Project is a Special Needs Project as defined in the 19__ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must BOTH restrict 2_% of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.
- (8) Pursuant to Section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (9) Pursuant to Section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (10) This Covenant shall constitute an agreement among the Agency, the Landowner and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by an individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (11) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (12) The Project Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.
- (13) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code including Section 42(h)(6)(E)(ii) prohibiting eviction (other than for good cause) of existing low-income tenants for three years after such termination and prohibiting any increase in the gross rents beyond that permitted under the Code and the regulations promulgated thereunder.
- (14) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. The Landowner and the Project Owner expressly agree to enter into such amendments as may be necessary to maintain compliance under Section 42 of the Code.
- (15) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency

and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.

- (16) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (17) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (18) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by Section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (19) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.

Signatures: This Covenant is granted by the Landowner and the Project Owner whose duly authorized representatives' signatures appears below duly acknowledged and notarized.

WITNESS (IF INDIVIDUAL, LLC, OR LP)
ATTEST (IF A CORPORATION)

LANDOWNER:

HUNTERDON COUNTY HOUSING CORPORATION,
a New Jersey non-profit corporation

Richard Maltz
Secretary.

By: Teresa H. Martin
Authorized Representative

TERESA H. MARTIN, Pres.
(Print Name, Title, Organization)

WITNESS (IF INDIVIDUAL, LLC, OR LP)
ATTEST (IF A CORPORATION)

PROJECT OWNER:

CHURCH STREET HOUSING URBAN RENEWAL
ASSOCIATES, L.P.,
a New Jersey limited partnership

Stuart D. Poppet
Stuart D. Poppet

By: Pennrose GP, LLC, a Pennsylvania limited liability company, as general partner

By: Charles M. Lewis
Authorized Representative

Charles M. Lewis, Vice President
(Print Name, Title, Organization)

LANDOWNER ACKNOWLEDGMENT

(CORPORATE FORM)

BE IT REMEMBERED, that on June 18 2004, before me, the subscriber, personally appeared Richard D. Neuman who, being by me duly sworn on the oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of HUNTERDON COUNTY HOUSING CORPORATION, the Corporation named as LANDOWNER in the within Instrument; that Terese Nantz is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Notary Public or Attorney

Richard L. Tice

Richard L. Tice
Attorney at Law of N.J.

PROJECT OWNER ACKNOWLEDGMENT
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on June 18, 2004 personally came before me Stuart J. Poppe And this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by Charles Milunis, who is Vice President of Pennrose GP, LLC, the Managing Member / General Partner of the LLC / Partnership named herein as PROJECT OWNER, and duly authorized to execute this document; (b) this document was signed and delivered by the Managing Member / General Partner as its voluntary act on behalf of the LLC / Partnership; and (c) this person signed this proof to attest to the truth of these facts.

SWORN TO AND SUBSCRIBED

before me, this 18th day of June, 2004.

WITNESS

Stuart J. Poppe
Stuart J. Poppe

Notary Public or Attorney

Adam Schneider
Adam Schneider
ATTORNEY AT LAW of State of New Jersey





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Project Counts

Municipality: FLEMINGTON BORO, HUNTERDON County - Muni Code: 1009
 Round: 3.1, Version: Petition, Status: Certified - Monitoring
 Project Name: Church Street Senior Housing
 Project Number:

Affordable Units												Monitoring			
			Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits		
Category			Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved	
New Construction (& Gut Rehab)	59		35		35	2	2	2	59	59					
Completed New	59		35		35	2	2	2							
Rehab															
Completed Rehab															
Unmet Need Units	34		34	34	34										
Under Construction															
Age Restricted	59		35	35	35	2	2	2	59	59					
Family															
Spec Needs BR Non-Age															
Spec Needs BR AgeRest															
Spec Needs Units Non-Age															
Spec Needs Units AgeRest															
Very Low Income - 30%															
Very Low Rental - 35%															
Low Income	59		35	35	35	2	2	2	59	59					
Moderate Income															
Rental	59		25	35	35	2	2	2	59	59					
Sale															
Efficiency															
1 Bedroom	51								51	51					
2 Bedroom	8								8	8					
3 Bedroom															
Townhouse															

Project Category List

	Accessible	3							3	3				
	Adaptable	59							59	59				
	Adapted													
	Total AHU:								59	59				

											Monitoring													
											Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits			
Category											Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved		
		Bonus - Rental Family																						
		Bonus - Rental Age																						
		Bonus - Rental Supp Hsg																						
		Bonus - Rental Spec Needs																						
		Bonus - Rental Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Bonus - VLI																						
		Bonus - Compliance																						
		Bonus - Smart Growth																						
		Bonus - Redevelopment																						
		Total Bonuses		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Extension of Controls																						
		Excess Age Restricted					22			22														
		Surplus - Credits																						
		Surplus - Rental Bonus																						
		Surplus - VLI Bonus																						



9. MARTIN VILLAGE DOCUMENTATION

**RESOLUTION APPROVING WAIVER FROM N.J.A.C. 5:80-26.3(b), BEDROOM
DISTRIBUTION
FLEMINGTON BOROUGH, HUNTERDON COUNTY**

WHEREAS, the Council on Affordable Housing (COAH) granted second round substantive certification to Flemington Borough, Hunterdon County, on August 6, 2003; and

WHEREAS, Flemington Borough has a second round cumulative obligation of 70 units, consisting of 32 rehabilitation units and 38 new construction units; and

WHEREAS, the plan certified by COAH on August 6, 2003 included a vacant land adjustment that reduced Flemington's 38-unit new construction obligation to a four-unit RDP (realistic development potential), thereby resulting in a 34-unit unmet need; and

WHEREAS, the Borough's Housing Element and Fair Share Plan that was certified by COAH included a four-unit senior for-sale inclusionary project (Allen St. project) to address the RDP, and an accessory apartment program, a development fee ordinance and a 60-unit 100 percent affordable senior development (Church St. project) to address the unmet need; and

WHEREAS, the Borough's Housing Element and Fair Share Plan that was certified by COAH also included six credits for units rehabilitated through its ongoing rehabilitation program administered by the Hunterdon County Housing Corporation (HCHC); and

WHEREAS, on December 20, 2005, Flemington petitioned COAH for third round substantive certification of its Housing Element and Fair Share Plan; and

WHEREAS, pursuant to Appendix A and C of N.J.A.C. 5:94, Flemington's 1987-1999 new construction and rehabilitation obligations were recalculated to 45 and 11 respectively; and

WHEREAS, the Borough projected third round household and non-residential growth that resulted in a 25-unit growth share obligation; and

WHEREAS, The Borough's proposed plan continues to rely on the vacant land adjustment, the Allen St. project for its RDP, and the accessory apartment program, development fee ordinance and Church St. project as unmet need mechanisms; and

WHEREAS, the Borough proposes to address its third round growth share obligation with an additional unit from the Allen St. project, a growth share ordinance to produce twelve units, a six-bedroom transitional facility for the homeless (henceforth the Anderson House), a six-bedroom group home (henceforth Easter Seals) and a municipally sponsored buy down program for both rental and ownership units; and

WHEREAS, on May 30, 2007 COAH issued a summary review of Flemington's third round Housing Element and Fair Share Plan outlining documents and/or information still necessary to expedite the substantive certification of said Plan once adoption of the revised third round rules go into effect; and

WHEREAS, Flemington responded with additional information and documents on August 28, 2007 indicating that it was no longer seeking credit for the Easter Seals group home and ascertaining that no units have been created through its affordable housing programs to date; and

WHEREAS, on August 24, 2007, the Council on Affordable Housing (COAH) received a waiver request (attached herein as Appendix A) from the Borough of Flemington, Hunterdon County, to permit the developer (henceforth D&D Developers) of the Allen St. project to convert the four age-restricted units to family and allow the following bedroom modifications: one two-bedroom unit available to a low-income person and three one-bedroom units available to one low and two moderate-income persons; and

WHEREAS, as a result of discussions with the Borough Planner, the Borough resubmitted a modified bedroom distribution on October 30, 2007 that committed two one-bedroom units available to one low and one moderate-income household and two two-bedroom units available in an even split between a low and moderate-income household; and

WHEREAS, D&D Developers submitted its proof of financial hardship to COAH on October 31, 2007; and

WHEREAS, on behalf of D&D Developers, the Borough is seeking a waiver of N.J.A.C. 5:80-26.3(b), which requires among others that the combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units and that at least 20 percent of all low- and moderate-income units shall be three bedroom units; and

WHEREAS, the Borough indicates that a waiver to the bedroom distribution is necessary for reasons, including, but not limited to the following: 1) the units were built as age-restricted and have no three bedrooms; and 2) the developer has been carrying the cost of the property, including professional fees, construction costs, mortgage costs and expenses, interest, etc. for over three years without realizing any offsetting sale or revenue; and 3) the financial hardship is a result of a lack of interest from the age-restricted market; and

WHEREAS, COAH's review for a waiver considers whether the waiver fosters the production of low- and moderate-income housing, fosters the intent, if not the letter, of COAH's rules, the Housing Element and Fair Share Plan provide a mix of housing options or whether the strict application of the rule would create an unnecessary hardship; and

WHEREAS, the Borough has complied with the provisions of N.J.A.C. 5:95-14.1(b), Waiver provisions.

NOW THEREFORE BE IT RESOLVED that COAH approves the waiver from the part of N.J.A.C. 5:80-26.3(b), which requires that the combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units and that at least 20 percent of all low- and moderate-income units shall be three bedroom units; and

BE IT FURTHER RESOLVED that based on the information included in the Borough's waiver request and D&D Developer's letter documenting financial hardship, Flemington has demonstrated that strict application of N.J.A.C. 5:80-26.3(b), would create an unnecessary hardship for the Developer given that the units are already built, have been vacant for three years, and that the waiver will foster the production of low- and moderate-income housing per the spirit of the COAH rules; and

BE IT FURTHER RESOLVED that all other conditions and approvals of COAH's original grant of substantive certification shall remain in place.

Date: _____

11/1/07

Lucy Voorhoeve

Lucy Voorhoeve, Executive Director
Council on Affordable Housing

Exhibit B

**REPORT REVIEWING
BEDROOM DISTRIBUTION
WAIVER REQUEST
FLEMINGTON BOROUGH, HUNTERDON COUNTY
Ramond Joseph, Assistant Planner
November 1, 2007**

Issue

On August 24, 2007, the Council on Affordable Housing (COAH) received a waiver request from the Borough of Flemington, Hunterdon County, to permit the developer (henceforth D&D Developers) of an inclusionary age-restricted development (Henceforth Allen St. development) which was to consist of five affordable units to convert four of the units to family and allow the following bedroom modifications: one two-bedroom unit available to a low-income person and three one-bedroom units available to one low and two moderate-income persons. The waiver is needed as a result of changing market conditions and lack of interest from prospective income eligible seniors.

As a result of discussions with the Borough Planner, the Borough resubmitted a modified bedroom distribution on October 30, 2007 that committed two one-bedroom and two two-bedroom units as affordable units. This adjustment removes issues with pricing and low/moderate-income split of the units. In addition, D&D Developers submitted its proof of financial hardship to COAH on October 31, 2007.

The Borough, on behalf of D&D Developers, is seeking a waiver of N.J.A.C. 5:80-26.3(b), which requires that at least 30 percent of all low- and moderate-income units in an inclusionary development be built as two-bedroom units and at least 20 percent as three-bedroom units. Flemington requests this waiver pursuant to N.J.A.C. 5:95-14.1(a).

Background

Flemington received second round substantive certification from COAH on August 6, 2003, for a second round cumulative obligation of 70 units, consisting of 32 rehabilitation units and 38 new construction units. The Borough's certified plan included a vacant land adjustment that reduced its 38-unit new construction obligation to a four-unit RDP (realistic development potential); thereby resulting in a 34-unit unmet need. Flemington addressed its

Flemington Borough, Hunterdon County
November 1, 2007
Waiver Request

RDP with a four unit senior for-sale project, the Allen St. project that was part of the previously mentioned inclusionary development. For its unmet need, Flemington incorporated an accessory apartment program, a development fee ordinance and a 60-unit 100 percent affordable senior development (Henceforth Church St. project). The Borough also received six credits for units rehabilitated through its ongoing rehabilitation program administered by the Hunterdon County Housing Corporation (HCHC).

On December 20, 2005, Flemington petitioned COAH for third round substantive certification of its Housing Element and Fair Share Plan. Pursuant to Appendix A and C of N.J.A.C. 5:94, Flemington's 1987-1999 new construction and rehabilitation obligations were recalculated to 45 and 11 respectively. Furthermore, the Borough projected household and non-residential growth that resulted in a 25-unit growth share obligation. The Borough's proposed plan continues to rely on the vacant land adjustment, the Allen St. project for its RDP, and the accessory apartment program, development fee ordinance and Church St. project as unmet need mechanisms. In addition, the Borough proposes to address its third round growth share obligation with an additional unit from the Allen St. project, a growth share ordinance slated to produce twelve units, a six-bedroom transitional facility for the homeless (henceforth the Anderson House), a six-bedroom group home (henceforth Easter Seals) and a municipally sponsored buy down program for both rental and ownership units.

On May 30, 2007 COAH issued a summary review of Flemington's third round Housing Element and Fair Share Plan outlining documents and/or information still necessary to expedite the substantive certification of said Plan once adoption of the revised third round rules go into effect. Flemington responded with additional information and documents on August 28, 2007. In its response, the Borough indicated that it was no longer seeking credit for the Easter Seals group home as it did not have the appropriate controls. In addition, the Borough ascertained that no units have been created through its affordable housing programs and growth share ordinance to date. The following lists the effective dates of each new construction affordable housing program, including the growth share ordinance: accessory apartment (September 18, 2003); Buy Down (November 10, 2005); Municipally Sponsored Rentals (November 10, 2005), growth share ordinance (September 26, 2005). The Borough indicated that implementation of the Buy Down and Rental Acquisitions programs is subject

Flemington Borough, Hunterdon County
November 1, 2007
Waiver Request

to receipt of third round substantive certification of its Plan from COAH. The Accessory Apartment program was implemented as part of a certified second round plan, but to date has not received any interest. The growth share ordinance is part of the municipality's zoning and is implemented as of the effective date.

Analysis

The criteria for granting a waiver are delineated at N.J.A.C. 5:95-14.1(b). In reviewing such a request, COAH is to consider whether the waiver fosters the production of low- and moderate-income housing, fosters the production of, if not the letter of, COAH's rules, the Housing Element and Fair Share Plan provide a mix of housing options or the strict application of the rule would create an unnecessary hardship. Based on the information included in the Borough's waiver request and D&D Developer's letter documenting financial hardship, COAH staff believes that Flemington has demonstrated that strict application of the N.J.A.C. 5:95-14.1(b), would create an unnecessary hardship for the Developer as the units are already built and have been vacant for three years. In addition, since the units are built, they also foster the production of low- and moderate-income housing per the spirit of the COAH rules. The fact that the project was built initially as age-restricted, is the reason that no three bedroom units were built. By converting the units from age-restricted to family, the Borough will be increasing the mix of housing options in its plan, thereby meeting one of the waiver criteria.

Recommendation

COAH staff concurs with the Borough's reasoning as well as D&D Developers' arguments for hardship and finds that a waiver of the part of N.J.A.C. 5:80-26.3(b), which requires that at least 30 percent of all low- and moderate-income units in an inclusionary development be built as two-bedroom units and at least 20 percent as three-bedroom units, is warranted as the units are already built without any three bedrooms. At this time COAH staff recommends that the waiver of N.J.A.C. 5:80-26.3(b) be granted.


Deputy Attorney General

11/1/07
Date

**Snehalkumar Patel
4 William Martin Jr. Way
Flemington, NJ 08822
Block 2 Lot 45 Qualifer C004**

**Sale Price \$133,225.00
Moderate Income Townhouse
Deed: May 27, 2008**

**Viral Desai
8 William Martin Jr. Way
Flemington, NJ 08822
Block 2 Lot 45 Qualifer C008**

**Sale Price \$64,246.00
Low Income Townhouse
Deed: May 15, 2008**

**Noam Hassid
19 William Martin Jr. Way
Flemington, NJ 08822
Block 2 Lot 45 Qualifier C0019**

**Sale Price \$48,917.00
Low Income Condominium
Deed: June 20, 2008**

SOMERSET COUNTY COMMUNITY DEVELOPMENT OFFICE

CLIENT DECLARATION (04/08) SCCOAH

Project # _____

Project Name: DI0 - purchase

1. NAME: Snehalkumar, Ganeshben Patel

2. HOUSEHOLD SIZE: What is the total number of persons, related or not related, including children, living in your household? 3

3. RACE/ ETHNICITY: Please circle race/ethnicity:

White	Black/African American	<u>Asian</u>	Native Hawaiian/Other Pacific Islander	Amer. Indian/ Alaskan Native
Asian & White	American Indian/ Alaskan Native & White	Other Multi Racial	Black/African American & White	Amer. Indian/Alaskan Native & Black/African American

Are you Hispanic?

YES

NO

4. AGE: Please circle age range:

Under 62

Age 62+

5. Is the client or household head Disabled?

YES

NO

6. Female Head of Household: Does your household consist of at least two people, and is the principal provider for the household female? *(For single person households, including widows and single women living alone, circle no).*

YES

NO

7. Household Size and Income: Find the column with the total number of persons in the household. Then circle the row in that column into which the total household income from all sources falls. BE SURE TO CIRCLE THE INCOME AMOUNT IN THE CORRECT COLUMN FOR HOUSEHOLD SIZE.

HOUSEHOLD SIZE: NUMBER OF PERSONS IN HOUSE

1	2	3	4	5	6	7	8
\$0- \$20,300	\$0- \$23,200	\$0- \$26,100	\$0- \$29,010	\$0- \$31,300	\$0- \$33,650	\$0- \$35,950	\$0- \$38,300
\$20,300 To \$33,833	\$23,200 To \$38,667	\$26,100 To \$43,500	\$29,010 To \$48,350	\$31,300 To \$52,167	\$33,650 To \$56,083	\$35,950 To \$59,917	\$38,300 To \$63,833
\$33,833 To \$54,133	\$38,667 To \$61,867	<u>\$43,500</u> To \$69,600	\$48,350 To \$77,360	\$52,167 To \$83,467	\$56,083 To \$89,733	\$59,917 To \$95,867	\$63,833 To \$102,133

8. How many people from this household are participating in the program? 3

I hereby certify that this information is accurate, true and complete to the best of my knowledge, acknowledge that willfully false or misleading information may subject me to sanctions as permitted by law; and understand that this information is subject to verification by the County and/or the Federal Government.

Client Signature:*

SBR09

Date:

5/27/08

Agency Signature:

SCCOAH

Date:

5/27/08

Agency Typed/Printed Name & Title:

Sham melani, Exec. Director

* Must be an Adult, preferably the head of the household.

updated June 2007

*Mr. Shamy
Will send Executed by D: D
& also Schedule A*

*money being held
until
D: D
signs*

MANDATORY DEED FORM FOR OWNERSHIP UNITS SUBJECT TO
RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

Prepared By: _____

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property
Subject To Restrictive Covenant Limiting Conveyance
And Mortgage Debt

THIS DEED is made on this the 27th day of May, 2008 by and between

D&D Developers, Inc. a New Jersey Corporation, whose address is 72 Grandin Court, Bridgewater, NJ 08807 (referred to as the Grantor), and Snehalkumar & Sonalben Patel, husband and wife whose post office address is about to 4 William Martin, Jr., Way, Flemington, New Jersey, 08822 (Referred to as Grantee).

The words Grantor and Grantee shall mean all Grantors and Grantees listed above.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred and Thirty Three Thousand, Two Hundred and Twenty Five Dollars and zero cents (\$ 133,225.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Deed

This Deed is made on **May 27, 2008**
BETWEEN
D&D DEVELOPERS, INC.

a corporation of the state of **NEW JERSEY**
having its principal office at
72 GRANDIN COURT, BRIDGEWATER, NEW JERSEY 08807

referred to as the Grantor,
AND
SNEHALKUMAR PATEL AND SONALBEN PATEL
HUSBAND AND WIFE
whose post office address is
ABOUT TO BE
4 WILLIAM MARTIN JR. WAY
FLEMINGTON, NJ 08822

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 **\$133,225.00**
One Hundred Thirty-Three Thousand Two Hundred Twenty-Five Dollars and No Cents
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of **FLEMINGTON**
Block No. **2** Lot No. **45** Qualifier No. **C004** 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 **FLEMINGTON**, County of **Hunterdon** 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.)

Prepared by: (print signer's name below signature)

(For Recorder's Use Only)

BEING THE SAME PREMISES CONVEYED TO GRANTOR HEREIN BY DEED FROM ADALCINA A. MOREIRA, WIDOW, DATED APRIL 15, 2004 AND RECORDED IN THE OFFICE OF THE HUNTERDON COUNTY CLERK ON APRIL 22, 2004 IN BOOK 2090 AT PAGE 517.

The street address of the Property is:
4 WILLIAM MARTIN JR. WAY, FLEMINGTON, NEW JERSEY 08822

4. 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:


EVAN N. PICKUS, ESQ.

By: 
D&D DEVELOPERS, INC
DENNIS GABINELLI, PRESIDENT

STATE OF NEW JERSEY, COUNTY OF HUNTERDON
I CERTIFY that on May 27, 2008
DENNIS GABINELLI

SS:

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached Deed;
(b) was authorized to and did execute this Deed as **PRESIDENT** of **D&D DEVELOPERS, INC.** the entity named in this Deed;
(c) made this Deed for \$ **133,225.00** 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.

RECORD AND RETURN TO:
EDWARD P. SHAMY JR.
2300 ROUTE 27
NORTH BRUNSWICK, NJ 08902


EVAN N. PICKUS ESQ.
ATTORNEY AT LAW, STATE OF NEW JERSEY
Print name and title below signature

APPENDIX N

FORM OF RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED
BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency - Council on Affordable Housing (COAH)

Flemington Borough

Recapture Mortgage Note

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS NOTE is dated as of Mar 27, 2008. For value received Snehalkumar B. and Sonalben S. Patel h/w (referred to "Owner") promises to pay to Flemington Borough, which has its principal offices at 38 Park Avenue, Flemington, NJ 08822 (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 "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated Mar 27, 2008, 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

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$233,775.00 [this amount was determined pursuant to N.J.A.C. 5:80-26.5(c)] to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Flemington Borough in the County of Hunterdon, State of New Jersey, described more specifically as Block No. 2 Lot No. 45:C0004, and known by the street address: 4 William Martin Jr. Way, Flemington, NJ 08822, 2 Bedroom Moderate Income Townhouse

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.

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:

ATTEST:

S. S. Patel
Signature (Owner) Snehal Kumar B. Patel

S. S. Patel
Signature (Co-Owner) Sonalben S. Patel

STATE OF NEW JERSEY)
)
COUNTY OF Monmouth) ss.:

On this the 27th day of May, 2008 before me, Edward P. Shamy, Jr. came Snehal Kumar B. and Sonalben S. Patel h/w, 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 this the 27th day of May, 2008.

Edward P. Shamy, Jr.
A Notary Public/Attorney of the State of New Jersey

Prepared by:
Wendy Ledford

APPENDIX O

Record in
Mortgage Book

FORM OF MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency - Council on Affordable Housing (COAH)
Flemington Borough

Affordable Housing Program

Repayment Mortgage



20080516000150870 1/4
06/16/2008 03:41:03 PM M
Bk: 3267 Pg: 572
Mary H. Melfi
Hunterdon County Clerk

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this the 17th day of May, 2008 by and between Snehalkumar B. and Sonalben S. Patel h/w, (the "OWNER") and Flemington 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 a Recapture Mortgage Note (the "Note") dated May 27th, 2008. The Owner promises to pay to the State amounts due under the Repayment 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 upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$233,775.00 [this amount was determined pursuant to N.J.A.C. 5:80-26.5(c)] to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Flemington Borough in the County of Hunterdon, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 2 Lot No. 45:C0004, and known by the street address:

4 William Martin Jr. Way, Flemington, NJ 08822. 2 Bedroom Moderate Income Townhouse

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, 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. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in 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. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. 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:

EDWARD P. SHAMY, JR.
AN ATTORNEY AT LAW
COUNTY OF MIDDLESEX STATE OF NEW JERSEY

S.B. Patel

Signature of (Owner) Snehalkumar B. Patel

S.S. Patel

Signature (Co-Owner) Sonalben S. Patel

20080616000150870 4/4
06/16/2008 03:41:03 PM M
Recording Fee: \$60.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
MS11

STATE OF NEW JERSEY)

) ss:

COUNTY OF Middlesex)

BE IT REMEMBERED, that on this the 27th day of July, 2008 the subscriber Snehalkumar B. and Sonalben S. Patel h/w appeared personally before me, Edward P. Shamy, Jr. (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, Edward P. Shamy, Jr. on the date set forth above.

Edward P. Shamy, Jr., Attorney at Law, State of New Jersey
NOTARY PUBLIC

RSP EDWARD P. SHAMY, JR.
AN ATTORNEY AT LAW
COUNTY OF MIDDLESEX STATE OF NEW JERSEY
2300 Rte 27
North Brunswick, NJ
08902

FIRST AMERICAN TITLE INSURANCE COMPANY

File Number: AST-1847

SCHEDULE C LEGAL DESCRIPTION

ALL that certain tract or parcel of land situate, lying and being in the Borough of Flemington, County of Hunterdon and State of New Jersey, more particularly described as follows:

Known as and designated as Unit No. 4 in Building 1 situate in The Martin Village Condominium Association, Inc., a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 4.545% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of The Martin Village Condominium Association, Inc., and recorded, in the Office of the HUNTERDON Clerk/Register in Deed Book 2195, Page 267, as amended in Deed Book 2205 Page 149, as same may now or hereafter be lawfully amended.

NOTE: Being Lot(s) Lot: 45, Block: 2, Qualifier C0004; Tax Map of the Borough of Flemington, County of Hunterdon, State of New Jersey.

NOTE: Lot and Block shown for informational purposes only.

HSA
RECEIVED 1-30-08

**NOTICE OF DISCLOSURE STATEMENT
AFFORDABLE PURCHASE UNITS
MARTIN VILLAGE AT WILLIAM MARTIN JR. WAY ON ALLEN STREET 
IN THE BOROUGH OF FLEMINGTON**

APPLICATION FOR INCOME CERTIFICATION TO PURCHASE AN AFFORDABLE UNIT IN FLEMINGTON
If you are interested in the Borough of Flemington affordable housing program, complete this form and return it to:
Somerset County Coalition on Affordable Housing: 600 First Ave., Suite 3, Raritan, NJ 08869.

1. Purchasers of the Borough of Flemington Affordable Housing units must be Low and Moderate Income Families as determined by the NJ Council on Affordable Housing guidelines. Proof of gross annual household income is required to assure that you are qualified. **You must have a written pre-approval from a lending institution in writing in order to qualify.** You must also demonstrate that your income is adequate to be able to afford and maintain the unit.
2. Currently there are 4 units available, one 1 bedroom low condo, one 1 bedroom moderate condo, one 2 bedroom low townhouse, and one 2 bedroom moderate townhouse. There will be a lottery held for these units. **You must return your application with all required documentation (listed on the document checklist and in this application) by noon on February 11, 2008. The lottery will be held for those households that submitted everything and were certified on February 19, 2008 at noon.**
3. Affordable units must be occupied by the named purchaser and must be used as your primary residence. Each purchaser shall certify in writing, that he/she is purchasing the affordable unit for the expressed purpose of primary living quarters and for no other reason beyond what is allowable.
4. At closing you will be required to sign an Affordable Housing Agreement, which contains the restrictions of the Affordable Housing Program. This Agreement will be recorded with your Deed. We suggest that if selected for a unit that you provide a copy of the Affordable Housing Restrictions to your lender and discuss the restrictions in advance in order to avoid any underwriting issues.
5. Purchasers of affordable units have the same rights, privileges, duties and obligations as any other purchasers in the Borough of Flemington with the exception of the restrictions in the Borough of Flemington's Ordinances and Regulations pertaining to Low and Moderate Income Housing. Selection of participants in the Flemington Borough's Affordable Housing Program is made on the basis of income, family size and available units.

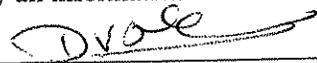
If you would like more information regarding the Martin Village at William Martin Jr. Way on Allen Street Condominiums and Townhouses for purchase in The Borough of Flemington, please contact the Somerset County Coalition on Affordable Housing (SCCOAH) at (908) 203-4560.

TO BE ELIGIBLE TO PURCHASE A UNIT, YOU MUST MEET THE FOLLOWING INCOME CRITERIA:

HOUSEHOLD SIZE	LOW INCOME	MODERATE INCOME
1	\$32,480	\$51,968
2	\$37,120	\$59,392
3	\$41,760	\$66,816 ✓
4	\$46,400	\$74,240

**Maximum income limits per family size (adopted 6/13/07)*

I have read the contents of this Notice of Disclosure Statement and I understand it. I know that I have an obligation to notify the Somerset County Coalition on Affordable Housing immediately of any change in my household, or household income. I know I, as well as any other member of my household who filed tax returns, have to supply copies of my Federal and State Income Tax Returns for the last three years. I realize the Somerset County Coalition on Affordable Housing may ask for additional information, if necessary. By signing this form, I give the Somerset County Coalition on Affordable Housing, the authority to verify all information contained in my application.



SIGNATURE OF APPLICANT

01/14/08

Date signed



SIGNATURE OF CO-APPLICANT

01/14/08

Date signed

(All adults who will be on the Contract must sign this application)
1

NEW CONSTRUCTION

Deed

COPY

This Deed is made on MAY 15, 2008

BETWEEN

D&D DEVELOPERS, INC.

a New Jersey Corporation

having its principal office at

72 GRANDIN COURT, BRIDGEWATER, NEW JERSEY 08807

referred to as the Grantor,

AND

VIRAL DESAI AND DIPTI DESAI, HUSBAND AND WIFE

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL
Robert D. Clarke

whose post office address is

ABOUT TO BE

8 WILLIAM MARTIN JR. WAY

FLEMINGTON, NEW JERSEY 08822

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

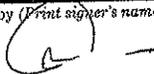
1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **SIXTY FOUR THOUSAND TWO HUNDRED FORTY-SIX DOLLARS AND ZERO CENTS (\$64,246.00)**
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference** (N.J.S.A. 46.15-1.1) Municipality of **FLEMINGTON**
Block No. **2**, Lot No. **45**, Qualifier No. **C008**, 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 building and structures on the land in the **BOROUGH** of **FLEMINGTON** County of **HUNTERDON** and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made part hereof. *(Check Box if Applicable)*

Prepared by <i>(Print signer's name below signature)</i>	<i>(For Recorders Use Only)</i>
	
EVAN N. PICKUS, ESQ.	

BEING THE SAME PREMISES CONVEYED TO GRANTOR HEREIN BY DEED FROM ADALCINA A. MOREIRA, WIDOW, DATED APRIL 15, 2004 AND RECORDED IN THE OFFICE OF THE HUNTERDON COUNTY CLERK ON APRIL 22, 2004 IN BOOK 2090 AT PAGE 517.

The street address of the Property is:
8 WILLIAM MARTIN JR. WAY, FLEMINGTON, NEW JERSEY 08822

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

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

Witnessed or Attested by:


EVAN N. PICKUS, ESQ.

By 
D&D DEVELOPERS, INC.
BY: DENNIS GABINELLI, PRESIDENT

STATE OF NEW JERSEY, COUNTY OF HUNTERDON SS:
I CERTIFY that on MAY 15, 2008
DENNIS GABINELLI

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as **PRESIDENT** of **D&D DEVELOPERS, INC.** the entity named in this Deed;
- (c) made this Deed for **\$64,246.00** 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.

RECORD AND RETURN TO

ROBERT D. CLARKE, ESQ.
378 SOUTH BRANCH ROAD
HILLSBOROUGH, NEW JERSEY 08844


EVAN N. PICKUS
ATTORNEY AT LAW, STATE OF NEW JERSEY
Print name and title below signature

Affidavit of Title

STATE OF NEW JERSEY COUNTY OF HUNTERDON

SS:

Dennis Gabinelli and Dennis Gabinelli

say under oath:

1. **Officers.** We are officers of **D&D Developers, inc.**

a Corporation of the State of New Jersey. The Corporation will be called the "Corporation" and sometimes simply "it" or "its." The President of the Corporation is **Dennis Gabinelli** and has

an address at **72 Grandin Court, Bridgewater, New Jersey**

The Secretary is **Dennis Gabinelli** and has an address at

72 Grandin Court, Bridgewater, New Jersey

We are fully familiar with the business of the Corporation. We are citizens of the United States and at least 18 years old.

2. **Representations.** The statements contained in this Affidavit are true to the best of our knowledge, information and belief.

3. **Corporate Authority.** The Corporation is the only owner of Property located at **8 William Martin Jr. Way, Flemington, New Jersey**

called "this Property." This Property is to be **sold** by the Corporation to **Viral Desai and Dipti Desai, HW**

This action, and making of this Affidavit of Title, have been duly authorized by a proper resolution of the Board of Directors of the Corporation. A copy of this resolution is attached and made a part of this Affidavit. The Corporation is legally authorized to transact business in New Jersey. It has paid all state franchise taxes presently due. Its charter, franchise and corporate powers have never been suspended or revoked. It is not restrained from doing business nor has any legal action been taken for that purpose. It has never changed its name or used any other name.

4. **Approval by Shareholders.** (Check one only)

Shareholder approval is not required.

This is a sale of all or substantially all of the assets of the Corporation. The sale is not made in the regular course of the business of the Corporation. A copy of the authorization and approval of the shareholders is attached.

5. **Ownership and Possession.** It has owned this Property since **April 15, 2004**. Since then no one has questioned its right to possession or ownership. The Corporation has sole possession of this Property. There are no tenants or other occupants of this Property. Except for its agreement with the Buyers (if this is a sale), it has not signed any contracts to sell this Property. It has not given anyone else any rights concerning the purchase or lease of this Property. It has never owned any Property which is next to this Property.

6. **Improvements.** No additions, alterations or improvements are now in progress or have been made to this Property since **New Construction**. It has always obtained all necessary permits and Certificates of Occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this Property have been paid in full. No building, addition, extension or alteration on this Property has been made or worked on within the past 90 days. The Corporation is not aware that anyone has filed or intends to file a mechanic's lien, Notice of Unpaid Balance and Right to File a Lien Claim, construction lien or building contract relating to this Property. No one has notified it that money is due and owing for construction or repair work on this Property.

7. **Liens or Encumbrances.** It has not allowed any interest (legal rights) to be created which affect its ownership or use of this Property. No other persons have legal rights in this Property, except the rights of utility companies to use this Property along the road or for the purpose of serving this Property. The Corporation does not have any pending lawsuits or judgments against it or other legal obligations which may be enforced against this Property. It does not owe any disability, unemployment, corporate franchise, social security, municipal or alcoholic beverage tax payments. No bankruptcy or insolvency proceedings have been started by or against it, nor has it ever been declared bankrupt. No one has any security interest in any personal Property or fixtures on this Property. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against the Corporation, but against others with similar names.

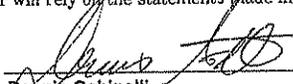
8. **Exceptions and Additions.** The following is a complete list of exceptions and additions to any of the above statements. This includes all liens or mortgages that are not being paid as a result of this transaction.

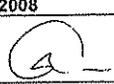
We have been advised that recognizance and/or abstracts or recognizance of bail are not being indexed among the records of the **Hunterdon** County Clerk/Register's office and that the Title Company, Buyer(s) and/or Mortgagee will rely on the truthfulness of this statement. The undersigned hereby certify that there are no recognizance filed against the undersigned as either principal or surety on the property which is the subject of this transaction. There are no unpaid fines or surcharges levied against us by the New Jersey Motor Vehicle Commission.

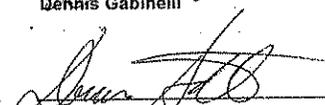
9. **Reliance.** The Corporation makes this Affidavit in order to induce the Buyer(s) or the Lender to accept its Deed or Mortgage. It is aware that the Buyer(s) or the Lender will rely on the statements made in this Affidavit and on its truthfulness.

Signed and sworn to before me on (date)

May 15, 2008


Dennis Gabinelli


Evan N. Pickus, Attorney at Law, New Jersey

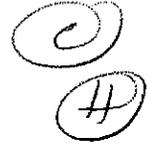

Dennis Gabinelli

Robert D. Clarke
Attorney at Law

RECEIVED JUL 0 2 2008

Phone: 908-369-8600
Fax: 908-369-8500
E-mail: rdcattyatlaw@aol.com

Kingsbridge Center • 378 South Branch Rd • Suite 303 • Hillsborough, NJ 08844



June 30, 2008

Ms. Dollie Della Ventura
Somerset County Coalition on
Affordable Housing
600 First Avenue, Suite 3
Raritan, NJ 08869

RE: Viral and Dipti Desai
Property at: 8 William Martin Jr. Way
Flemington, NJ

Dear Ms. Della Ventura:

Enclosed please Original Repayment Mortgage which has been recorded with the Somerset County Clerk's Office. This document was recorded on June 16, 2008, in book 3267, page 241. This matter closed on May 16, 2008.

Very truly yours,



Robert D. Clarke

RDC:efi
Enclosures

APPENDIX N

FORM OF RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED
BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency – Council on Affordable Housing (COAH)

Flemington Borough
Recapture Mortgage Note

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS NOTE is dated as of May 15, 2008. For value received Viral S. and Diptibahen Desai h/w (referred to "Owner") promises to pay to Flemington Borough, which has its principal offices at 38 Park Avenue, Flemington, NJ 08822 (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 "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated May 15, 2008, 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

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$230,754.00 [this amount was determined pursuant to N.J.A.C. 5:80-26.5(c)] to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Flemington Borough in the County of Hunterdon, State of New Jersey, described more specifically as Block No. 2 Lot No. 45:C0008, and known by the street address: 8 William Martin Jr. Way, Flemington, NJ 08822, 2 Bedroom Low Income Townhouse

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.

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:

ATTEST:

[Signature]
Signature (Owner) **Viral S. Desai**

[Signature]
Signature (Co-Owner) **Diptibahen Desai**

STATE OF NEW JERSEY)
COUNTY OF Somerset) ss.:

On this the 15th day of May, 2008 before me came Viral S. and Diptibahen Desai h/w, 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 this the 15 day of May, 2008.

[Signature]
Robert D. Clarke
A Notary Public/Attorney of the State of New Jersey

Prepared by:
Wendy Ledford

APPENDIX O

Record in
Mortgage Book

FORM OF MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency – Council on Affordable Housing (COAH)
Flemington Borough



20080616000149880 1/3
05/15/2008 11:52:41 AM M
Bk: 3267 Pg: 241
Mary H. Melfi
Hunterdon County Clerk

Affordable Housing Program

Repayment Mortgage

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this the 15 day of May, 2008 by and between Viral S. and Diptibahen Desai h/w, (the "OWNER") and Flemington 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 a Recapture Mortgage Note (the "Note") dated May 15, 2008. The Owner promises to pay to the State amounts due under the Repayment 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 upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$230,754.00 [this amount was determined pursuant to N.J.A.C. 5:80-26.5(c)] to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Flemington Borough in the County of Hunterdon, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 2 Lot No. 45:C0008, and known by the street address:

8 William Martin Jr. Way, Flemington, NJ 08822, 2 Bedroom Low Income Townhouse

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, 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. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in 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. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. 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:

[Signature]
Signature of (Owner) Viral S. Desai

[Signature]
Signature (Co-Owner) Diptibahen Desai

STATE OF NEW JERSEY)

) ss:

COUNTY OF Somerset)

BE IT REMEMBERED, that on this the 15 day of May, 2008 the subscriber Viral S. and Diptibahen Desai h/w 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, Robert D. Clarke on the date set forth above.

Robert D. Clarke

NOTARY PUBLIC

ROBERT D. CLARKE
ATTORNEY AT LAW
OF NEW JERSEY

12/27
378 So. Branch Rd
Hillsborough NJ
08848

**SOMERSET COUNTY COMMUNITY DEVELOPMENT OFFICE
CLIENT DECLARATION (04/08)**

Project # _____ Project Name: _____

1. NAME: Noam Hassid

2. HOUSEHOLD SIZE: What is the total number of persons, related or not related, including children, living in your household? 1

3. RACE/ ETHNICITY: Please circle race/ethnicity:

<input checked="" type="radio"/> White	<input type="radio"/> Black/African American	<input type="radio"/> Asian	<input type="radio"/> Native Hawaiian/Other Pacific Islander	<input type="radio"/> Amer. Indian/ Alaskan Native
<input type="radio"/> Asian & White	<input type="radio"/> American Indian/ Alaskan Native & White	<input type="radio"/> Other Multi Racial	<input type="radio"/> Black/African American & White	<input type="radio"/> Amer. Indian/Alaskan Native & Black/African American

Are you Hispanic? YES NO

4. AGE: Please circle age range: Under 62 Age 62+

5. Is the client or household head Disabled? YES NO

6. Female Head of Household: Does your household consist of at least two people, and is the principal provider for the household female? (For single person households, including widows and single women living alone, circle no). YES NO

7. Household Size and Income: Find the column with the total number of persons in the household. Then circle the row in that column into which the total household income from all sources falls. BE SURE TO CIRCLE THE INCOME AMOUNT IN THE CORRECT COLUMN FOR HOUSEHOLD SIZE.

HOUSEHOLD SIZE: NUMBER OF PERSONS IN HOUSE

1	2	3	4	5	6	7	8
\$0- \$20,300	\$0- \$23,200	\$0- \$26,100	\$0- \$29,010	\$0- \$31,300	\$0- \$33,650	\$0- \$35,950	\$0- \$38,300
<input checked="" type="radio"/> \$20,300 To \$33,833	\$23,200 To \$38,667	\$26,100 To \$43,500	\$29,010 To \$48,350	\$31,300 To \$52,167	\$33,650 To \$56,083	\$35,950 To \$59,917	\$38,300 To \$63,833
\$33,833 To \$54,133	\$38,667 To \$61,867	\$43,500 To \$69,600	\$48,350 To \$77,360	\$52,167 To \$83,467	\$56,083 To \$89,733	\$59,917 To \$95,867	\$63,833 To \$102,133

8. How many people from this household are participating in the program? 1

I hereby certify that this information is accurate, true and complete to the best of my knowledge, acknowledge that willfully false or misleading information may subject me to sanctions as permitted by law; and understand that this information is subject to verification by the County and/or the Federal Government.

Client Signature: * Noam Hassid Date: _____
 Agency Signature: Sharon Clark Date: 6/20/08
 Agency Typed/Printed Name & Title: Sharon M. Clark, Exec. Director

* Must be an Adult, preferably the head of the household.

Prepared by: 
EVAN N. PICKUS
An Attorney at Law, State of New Jersey

Deed

APPENDIX D

MANDATORY DEED FORM FOR OWNERSHIP UNITS SUBJECT TO RESTRICTIVE COVENANT REQUIRED BY SECTION 5:80-26.5(d)

To State Regulated Property
Subject To Restrictive Covenant Limiting Conveyance
And Mortgage Debt

Prepared by: EVAN N. PICKUS

THIS DEED is made on this the 20 day of JUNE, 2008 by and between
D&D DEVELOPERS, INC. (Grantor), whose address is about to

be 72 GRANDIN COURT, BRIDGEWATER, NJ 08807 and

NOAM HASSID, UNMARRIED (Grantee), residing at

19 WILLIAM MARTIN JR. WAY, FLEMINGTON, NJ 08822.

The words Grantor and Grantee shall mean all Grantors and Grantees listed above.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of FORTY-EIGHT THOUSAND NINE HUNDRED

AND SEVENTEEN Dollars

(48,917.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of FLEMINGTON, County of HUNTERDON, State of New Jersey, and described more specifically as Block No. 2 Lot No.45 Qualifier C0019, and known by the street address: 19 WILLIAM MARTIN WAY, FLEMINGTON, NEW JERSEY 08822 all, as more particularly described in Schedule A attached hereto (attach metes and bounds description - "Schedule A.")

Legal Description

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING, AND BEING IN THE BOROUGH OF FLEMINGTON, IN THE COUNTY OF HUNTERDON, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS UNIT 19 IN BUILDING II IN "MARTIN VILLAGE CONDOMINIUM," TOGETHER WITH AN UNDIVIDED 4.545 PERCENTAGE INTEREST IN AND TO THE COMMON ELEMENTS APPURTENANT THERETO, IN ACCORDANCE WITH, AND SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, COVENANTS, RESTRICTIONS, EASEMENTS, AND OTHER MATTERS CONTAINED IN THE MASTER DEED FOR SAID OCTOBER 2, 2007, WHICH MASTER DEED WAS DATED OCTOBER 2, 2007, AND RECORDED ON OCTOBER 2, 2007 IN THE CLERK'S OFFICE OF THE COUNTY OF HUNTERDON, IN BOOK 2195, PAGE 267 AND AMENDED IN DEED BOOK 2205 PAGE 149; DEED BOOK 2205 PAGE 169, AS THE SAME MAY HEREAFTER BE LAWFULLY AMENDED.

FOR INFORMATIONAL PURPOSES ONLY: BEING COMMONLY KNOWN AS LOT 45 C0019, BLOCK 2, ON THE TAX MAP OF THE BOROUGH OF FLEMINGTON.

APPENDIX N

FORM OF RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED
BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency – Council on Affordable Housing (COAH)

Flemington Borough

Recapture Mortgage Note

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS NOTE is dated as of June 20, 2008. For value received Nonm Hassid (single) (referred to "Owner") promises to pay to Flemington Borough, which has its principal offices at 38 Park Avenue, Flemington, NJ 08822 (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 "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated June 20, 2008, 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

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$101,083.00 (this amount was determined pursuant to N.J.A.C. 5:80-26.5(c)) to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Flemington Borough in the County of Hunterdon, State of New Jersey, described more specifically as Block No. 2 Lot No. 45:C0019, and known by the street address: 19 William Martin Jr. Way, Flemington, NJ 08822, 1 Bedroom Low Income Condominium

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.

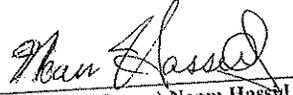
The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: June 20, 2008

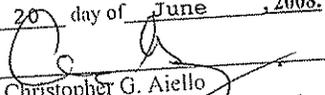
ATTEST:


Signature (Owner) Noam Hassid

STATE OF NEW JERSEY)
) ss.:
COUNTY OF Somerset)

On this the 20 day of June, 2008 before me, Christopher G. Aiello, came Noam Hassid (single), 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 this 20 day of June, 2008.



Christopher G. Aiello
~~XXXXXX~~ Attorney of the State of New Jersey

RECEIVED JUL 07 2008

**AIELLO, HARRIS, DEVERO, MARTH
& SCHIFFMAN, P.C.**
ATTORNEYS AT LAW

501 WATCHUNG AVENUE
WATCHUNG, NEW JERSEY 07069
(908) 561-5577
FAX (908) 412-1007

www.aielloharris.com
lawfirm@aielloharris.com

July 3, 2008

BRIDGEWATER OFFICE:
1170 ROUTE 22 EAST
BRIDGEWATER, NEW JERSEY 08807
(908) 561-5718

ELIZABETH / UNION OFFICE:
540 NORTH AVENUE
UNION, NEW JERSEY 07083
(908) 561-5577

NEWARK OFFICE:
17 ACADEMY STREET, SUITE 706
NEWARK, NEW JERSEY 07102
(973) 376-3710

SPRINGFIELD OFFICE:
505 MORRIS AVENUE, SUITE 206
SPRINGFIELD, NEW JERSEY 07081
(908) 561-5577

FLORHAM PARK OFFICE:
256 COLUMBIA TURNPIKE
SOUTH TOWER, SUITE 202
FLORHAM PARK, NEW JERSEY 07932
(973) 376-3710

PLEASE REPLY TO:
WATCHUNG OFFICE

CHRISTOPHER G. AIELLO ¹²
EVAN MASON HARRIS
GREGORY A. DEVERO ^{1*}
WILLIAM R. MARTH ¹

JAMES R. PASTOR
TIMOTHY J. BROKING

OF COUNSEL

ANTHONY P. ALFANO
JAY J. FREIREICH ⁰
HARVEY R. POE ⁰
DENNIS M. KESSLER ³
SHELLEY A. WEINBERG

SHELDON SCHIFFMAN (Ret.)

¹ ALSO ADMITTED TO PA BAR
² ALSO ADMITTED TO CT BAR
³ ALSO ADMITTED TO NY BAR
⁰ LLM IN TAXATION
* COURT APPROVED MEDIATOR

Ms. Dollie Della Ventura
Somerset County Coalition on Affordable Housing
600 First Avenue, Suite 3
Raritan, NJ 08869

Re: **Hassid from D&D Developers, Inc.**
19 William Martin Jr. Way, Flemington, NJ

Dear Ms. Ventura:

Enclosed please find the original Recapture Mortgage Note.

Thank you for your consideration.

Very truly yours,

AIELLO, HARRIS, DEVERO,
MARTH & SCHIFFMAN, P.C.

Christopher G. Aiello

CGA/mmm
Enclosure

Prepared by:
Wendy Ledford

APPENDIX O

Record in
Mortgage Book

FORM OF MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency – Council on Affordable Housing (COAH)
Flemington Borough

Affordable Housing Program

Repayment Mortgage

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

THIS MORTGAGE, made on this the 20 day of June, 2008 by and between Noam Hassid (single) (the "OWNER") and Flemington 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 a Recapture Mortgage Note (the "Note") dated June 20, 2008. The Owner promises to pay to the State amounts due under the Repayment 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 upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$101,083.00 [this amount was determined pursuant to N.J.A.C. 5:80-26.5(c)] to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of Flemington Borough in the County of Hunterdon, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 2 Lot No. 45:C0019, and known by the street address:

19 William Martin Jr. Way, Flemington, NJ 08822, 1 Bedroom Low Income Condominium

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the State, 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

File Number: 08TJFA-40289

Legal Description

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING, AND BEING IN THE BOROUGH OF FLEMINGTON, IN THE COUNTY OF HUNTERDON, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS UNIT 19 IN BUILDING II IN "MARTIN VILLAGE CONDOMINIUM," TOGETHER WITH AN UNDIVIDED 4.545 PERCENTAGE INTEREST IN AND TO THE COMMON ELEMENTS APPURTENANT THERETO, IN ACCORDANCE WITH, AND SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, COVENANTS, RESTRICTIONS, EASEMENTS, AND OTHER MATTERS CONTAINED IN THE MASTER DEED FOR SAID OCTOBER 2, 2007, WHICH MASTER DEED WAS DATED OCTOBER 2, 2007, AND RECORDED ON OCTOBER 2, 2007 IN THE CLERK'S OFFICE OF THE COUNTY OF HUNTERDON, IN BOOK 2195, PAGE 267 AND AMENDED IN DEED BOOK 2205 PAGE 148; DEED BOOK 2205 PAGE 169, AS THE SAME MAY HEREAFTER BE LAWFULLY AMENDED.

FOR INFORMATIONAL PURPOSES ONLY: BEING COMMONLY KNOWN AS LOT 45 C0019, BLOCK 2, ON THE TAX MAP OF THE BOROUGH OF FLEMINGTON.

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. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in 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. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. 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:

Noam Hassid
Signature of (Owner) Noam Hassid

STATE OF NEW JERSEY)

) ss:

COUNTY OF Somerset)

BE IT REMEMBERED, that on this the 20 day of June, 2008 the subscriber Noam Hassid (single) appeared personally before me, Christopher G. Aiello (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, Christopher G. Aiello on the date set forth above.

Christopher G. Aiello
Christopher G. Aiello, Attorney, State of New Jersey
~~XXXXXXXXXX~~



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Coah Build:9.1.1

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Project Counts

Municipality: FLEMINGTON BORO, HUNTERDON County - Muni Code: 1009
 Round: 3.1, Version: Petition, Status: Certified - Monitoring
 Project Name: Martin Village
 Project Number:

Affordable Units												Monitoring			
			Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits		
Category			Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved	
New Construction (& Gut Rehab)	4		3	3	3	1	1	1	4						
Completed New	4		3	3	3	1	1	1							
Rehab															
Completed Rehab															
Unmet Need Units															
Under Construction															
Age Restricted															
Family	4		3	3	3	1	1	1	4						
Spec Needs BR Non-Age															
Spec Needs BR AgeRest															
Spec Needs Units Non-Age															
Spec Needs Units AgeRest															
Very Low Income - 30%															
Very Low Rental - 35%															
Low Income	2								2						
Moderate Income	2								2						
Rental															
Sale	4		3	3	3	1	1	1	4						
Efficiency															
1 Bedroom	2								2						
2 Bedroom	2								2						
3 Bedroom															
Townhouse	2								2						

Project Category List

	Accessible													
	Adaptable													
	Adapted													
	Total AHU:								4					

											Monitoring												
											Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits		
											Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved	
Category											Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved	
Bonus - Rental Family																							
Bonus - Rental Age																							
Bonus - Rental Supp Hsg																							
Bonus - Rental Spec Needs																							
Bonus - Rental Total											0	0	0	0	0	0	0	0	0	0	0	0	
Bonus - VLI																							
Bonus - Compliance																							
Bonus - Smart Growth																							
Bonus - Redevelopment																							
Total Bonuses											0	0	0	0	0	0	0	0	0	0	0	0	
Extension of Controls																							
Excess Age Restricted																							
Surplus - Credits																							
Surplus - Rental Bonus																							
Surplus - VLI Bonus																							

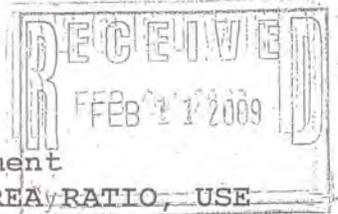


10. FLEMINGTON CUT GLASS DOCUMENTATION

2009-3

RESOLUTION OF
FLEMINGTON BOROUGH PLANNING BOARD

Acting as the Flemington Borough Board of Adjustment
APPLICATION FOR "D" VARIANCE TO INCREASE FLOOR AREA RATIO, USE
VARIANCE, HEIGHT VARIANCE AND DENISTY VARIANCE



Applicant: Fieldstone Development Group LLC
Tract I: Block 38, Lots 3.01, 5, 6, 7 and 20 Zone: DB
Tract II: Block 39, Lot 2 Zone: TC

WHEREAS, Fieldstone Development Group LLC (Applicant) has applied to Flemington Borough Planning Board acting as the Flemington Borough Board of Adjustment (Board) for "D" variance in a bifurcated application in which no site plan was sought on property known as Tract I, located between Main Street and Broad Street and which is known as Block 38 Lots 3.01, 5, 6, 7 and 20 on the Flemington Borough Tax Maps, in DB Zone, and Tract II, located on Broad Street and which is known as Block 39 Lot 2 on the Flemington Borough Tax Maps in the TC Zone; and

WHEREAS, Applicant seeks variances as follows:

(1) Use variance in the TC Zone in which no residential use is allowed and also in the DB Zone in which no residential use is allowed except for upper floors. Note: Applicant seeks 3600 sf of commercial use and upper floor apartments in Building A; and

(2) Floor area ratio in the TC Zone in which .22 is allowed and Applicant requests .70; and

(3) Building height in the DB Zone in which 40 feet or three stories allowed, whichever is less, and Applicant seeks 45 feet for Building F and building height in the TC Zone in which 32 feet or two stories is required, whichever is less, and Applicant seeks 38' and 3 stories for Buildings H, I, J, K, and L; and

(4) Density variance for number of residential uses per acre in which Tract I requires 43 units and Tract II requires 16 units. Applicant proposes 53 building units at market rate, with 6 units at affordable rate for a total of 59 units; and

WHEREAS, the application for variance was subject of a hearing on February 4, 2008 for completeness and public hearing on the following dates: April 27, 2008; June 2, 2008; July 7, 2008; September 23, 2008; October 6, 2008 and November 25, 2008, at which appeared Donald F. Scholl Jr., as attorney for Applicant. Also attending were Mark Bellin, member of the Fieldstone Development Group LLC, Applicant; William Salman PE of Gladstone Design, Inc., as engineer for Applicant; Peter

Tolischus PP as planner for Applicant; Maurice Rached PE as traffic engineer for Applicant; Michael Cioban AIA, as architect for Applicant; George Muller, owner of property and officer of Flemington Glass Enterprises, Inc.; Dr. David Listokin, doctorate

in planning; and Giovanna Pergola of Weichert Realtors; and

WHEREAS, the following exhibits were presented:

A-1 Affidavit of Persons to be served, Certified list of property owners, copy of notice, white and green certified mail receipts, proof of publication in Hunterdon County Democrat;

A-2 Vicinity aerial prepared by Gladstone Design, dated 4/22/08;

A-3 Aerial dated 4/22/08 prepared by Gladstone Design

A-4A through A-4E - a series of five photographs of existing conditions at the site

A-5 Concept plan rendering dated 4/22/08 prepared by Gladstone Design

A-6 Main Street building height exhibit prepared by Gladstone Design dated 4/18/08

A-7 Broad Street building height exhibit prepared by Gladstone Design dated 4/22/08

A-8 Concept plan composite showing site plan imposed over an aerial view

A-9 Easements over concept map dated 4/22/08 prepared by Gladstone Design

A-10 Townhouse elevation dated 4/22/08

A-11 Townhouse elevation dated 4/22/08

A-12 Flat duplex building elevation dated 4/22/08

A-13 Main Street building elevation dated 4/22/08

A-14 Building height survey prepared by Gladstone Design

A-15 Concept sketch of Interior Courtyard buildings by Michael Cioban

A-16 Building elevation/building section by Michael Cioban

A-17 Building elevation/building section showing a lower roof of 40' by Michael Cioban

A-18 Fiscal impact analysis prepared by Dr. David Listokin

A-19 Flemington Glass handout by Giovanna Pergola, Weichert Realtors

A-20 Exhibit A&B project characteristics and demographics by Dr. David Listokin

A-21 Site plan rendering of the concept dated 10/28/08
by Gladstone Design

A-22 Outline of planner's testimony, Peter M.
Tolischus

A-23 Aerial photo with superimposed plan dated
10/28/08

A-24 Flemington Zoning Ordinance graphic display

A-25 Enlargement of four photos with proposed
buildings, superimposed plan by Peter M. Tolischus

A-26 Photograph of building corner of William & Spring
Street by Peter M. Tolischus

A-27 Downtown residential at the Flemington Cut Glass
Factory dated 5/22/07 prepared by Heyer, Gruel and Associates;
and

WHEREAS, all jurisdictional requirements have been

satisfied; and

WHEREAS, the Board having heard from the Borough's
professionals with respect to the applicant and having heard
from the public and having heard from the Applicant with respect
to the application, the Board makes the following findings of
fact:

1. The Board has jurisdiction to proceed.

2. An overview of the project was offered by William Salmon
PE and accepted. Tract I consists of 3+ acres in the DB Zone;
Tract II consists of 1.5+ acres in the TC Zone. Most of the
property is currently vacant and covered with impervious
coverage. There are no structures to be removed that are
classified as "historic". Building A has been reduced from the
original design of 4200 square feet to 3600 square feet on the
first floor. Building A will consist of commercial and
residential uses with seven (7) flats on the second and third
floors. Thereafter six (6) buildings will be strictly
residential. On Tract II, there are five (5) proposed
residential buildings. The parking for the residential uses
exceeds the RSIS standards.

3. Applicant's professionals, including Mr. Salmon,
testified that the following variances were sought:

(A) D(1) Variance to allow residential use in both the
Downtown Business Zone totaling approximately 3.04 acres and the
Transition Commercial Zone, totaling approximately 1.48 acres;

(B) Building height of proposed buildings comprising the residential development of the property as follows:

- (1) DB Zone - Tract I - in which the lesser of 40' or three stories is required and Applicant seeks 45' for Building F;
- (2) TC Zone - Tract II - in which the lesser of 32 feet or two stories is required and Applicant seeks 38' or 3 stories for Buildings H, I, J, K and L;

(C) D(5) Density variance for number of residential units per acre in which Tract I required 43 units and Tract II requires 16 units. Applicant proposes 53 building units at market rate, with 6 units at affordable rate for a total of 59 units;

(D) D(4) variance for floor area ratio in the TC Zone in which .22 is required and .70 is proposed; and

4. Mr. Salmon utilized Exhibits A-6 and A-7 to show the building heights of existing surrounding buildings,

5. He further testified that there is sewer and water in the surrounding streets. There is sewer capacity available but there is a water availability issue in the Borough to be resolved with the site plan approval. He indicated that a well could be located on site to resolve part of the water issue and that the Applicant would be willing to share water with the Borough.

6. Storm water management was discussed by Mr. Salmon in which he indicated that since this is a redevelopment project, storm water would be reduced from that currently on the site. Storm water quality will be handled by the use of basins with water quality features. The Board's engineer, Robert Clerico PE, disagree with this conclusion by Mr. Salmon that storm water management will not be required. Both engineers agreed that storm water management would be decided upon approval of the site plan. He further discussed the easements in the property by utilizing Exhibit A-9.

7. Applicant proposes a multi unit residential housing development to be governed by a homeowner's association where the individual units would be marketed for simple ownership. The applicant shall also provide six (6) affordable housing units based upon the proposed density of 53 market units. The Board retains jurisdiction to determine in conjunction with the

Applicant, the character of these six (6) units and whether they will be marketed as rental units or as units for fee simple ownership to prospective third party purchasers.

8. Mr. Salmon discussed the proposed use with the variances requested versus the allowed uses under the current zoning and water use would be 2000 gallons per day less under the proposed development than if an "as of right" development were built.

9. In reference to the review letter of Judd Rocciola PE, Mr. Salmon testified that the proposal complies with RSIS standards except where RSIS requires sidewalks on both sides of the access driveway but Applicant does not want a sidewalk on the one side of the driveway next to the railroad tracks, which will be an issue of site plan. Also in reference to parking, Applicant proposes 127 parking spaces in total and RSIS requires over 160 parking spaces. This can be explained by parking testimony and does not require a RSIS exception.

10. In reference to the 4/16/08 review letter of Van Cleef Engineering, Mr. Salmon testified that numerous issues raised in the letter are site plan issues and the engineering will be done if the "D" variances are granted.

11. On July 7, 2008 Mr. Salmon testified as to the building heights and setback distances in the surrounding areas by utilizing Exhibit A-14. He further stated that 80,000 gallons of sewer capacity are available in the Borough. This project is being targeted to "empty nesters" and not families with children.

12. On November 25, 2008 Mr. Salmon testified that changes were made to the project since the last meeting. The project now consists of 59 units or 13.1 units per acre. Further some building heights were reduced and setbacks have increased. Sewer capacity is now slightly less than an "as of right" project would be allowed to be built under the current ordinance. He discussed drainage generally and also the general area where a well could be placed. Some buildings would have to be eliminated from the concept plan if a well was drilled on the property.

13. Michael Cioban, licensed Architect, qualified as a licensed architect and testified that the townhouses as shown on Exhibit A-10 are really designed for Tract II and that the townhouses as shown on Exhibit A-11 are predominantly designed for Tract I. There would be 59 residential units in total.

14. There would be different buildings throughout the site as shown on Exhibit A through A-13. The developer asked him to design a two-bedroom community for people who want to downsize or young empty nesters. The units are predominately townhouses of three stories with a garage consisting of approximately 2100 square feet.

15. Flats of approximately 1,000 square feet are also proposed. These would have two duplex units above the flats. The duplex units would have garage space on the ground floor behind the flats and the duplex units would be approximately 1,400-1,800 square feet.

16. There is also 3600 square feet of commercial space on the ground floor on Main Street with residential units above.

17. The goal along the streets on the perimeter of the development was to have facades that matched the surrounding neighborhoods and architectural elements of the existing surrounding structures.

18. Building heights would be reduced by reducing roof heights but the higher roofs look more like the architectural style of the surrounding structures. Mr. Cioban prefers the higher roofs so that they look like the surrounding structures.

19. Mark Bellin, principal and member of Fieldstone Development Group LLC, discussed the process by which the site was designed. He indicated that the site is adjacent to many parcels in the Borough with many different uses. It is next to a railroad line, and it is on Main Street and Broad Street. It is near single family homes. They considered retail\commercial and it didn't work. They determined that the residential community of attached homes is better suited. They wanted it for people who where downsizing but they didn't want it to be age restricted. They weren't against families but the design is better suited for empty nesters.

20. According to Bellin, he believed sewer capacity is available. There is no water for this use or any other allowed use. Applicant presented correspondence from Richard Stothoff dated March 3, 2008, to the Board with respect to the option of siting a well on the property. Applicant further presented testimony, including that of Mr. Bellin, that to the extent a well could be sited on the property, that excess water would be shared with the Borough of Flemington. Applicant will research

the potential to install a well on the property in conjunction with a site plan application and does agree to share excess water with the Borough of Flemington.

21. David Listokin Ph.D testified on September 23, 2008 and October 6, 2008 that as to the fiscal impact analysis using the handout entitled "Fiscal Impact Analysis of the Flemington Glass Factory site in Flemington, New Jersey, dated 9/23/08". Dr. Listokin emphasized that this study is based on estimates and the results are estimates. He reviewed the number of people, including adults and children, to be served as a result of this development. He also reviewed the number of jobs that could be generated by commercial components of the development.

22. He further discussed the "estimated" number of people served by this development would be 132 people and 12 school age children as a result of the residential development. Further an "estimated" 16 workers would be utilized by the commercial component. This would add 3.1% to the total population of Flemington Borough. The annual net fiscal impact would be a positive impact of approximately \$180,000. He further indicated that it is rare in New Jersey, especially in a COAH development, to have a development with a surplus. He indicated that the numbers used here were conservative figures. Dr. Listokin used Exhibit A-20 in his testimony.

23. George Muller, shareholder and officer of Flemington Glass Enterprises, Inc. which owns the land testified on September 23, 2008 as to the history of cut glass in Flemington. Glass was made elsewhere but cut in Flemington. Over time it became impossible to get American made glass. They began to sell imported glassware manufactured elsewhere. After awhile they rented to others but as time when on they lost tenants. The current development provided a retail presence on Main Street where he hopes to sell glass products and reproductions of things made in the past. He hopes to have a glass museum on Main Street in retail space. He has a right of first refusal with the developer to have commercial space in the retail space on Main Street. The current site is not commercially viable and it is his position that this development is the best use for the property. Under the current zoning a development "as of right" would be much more intense than the proposed use.

24. Giovanna E. Pergola, executive Vice President and licensed New Jersey real estate broker, of Weichert Realtors, testified on October 6, 2008 that people buying this product

would be empty nesters. She stated that not all people downsizing want to live in a very large age restricted community. They want a maintenance free environment. The target group would be current residents in the surrounding area of approximately 20 miles around Flemington who want to stay in the Hunterdon County areas.

25. Maurice Rached, PE and traffic engineer, of Maser Consulting described on October 16, 2008 the process used in traffic analysis to result in a "level of service" in relation to traffic being generated in the AM peak and PM peak times, the following results were discussed:

- (1) AM 17 trips into and 41 trips out of site
- (2) PM 39 trips into and 22 trips out of site

Even considering maximum trip generation, all driveways and intersections would be projected to be a level of service of "C" or better at build out and during peak hours.

26. Parking criteria meets or exceeds the national standards as well as the Borough of Flemington ordinances. An "as of right study" was utilized to compare today's conditions with what is allowed by the current zoning. The "as of right" traffic generation would be approximately eight times the traffic as that generated by the proposed development. The ingress point from Tract II on Williams Street is reserved for emergency vehicle access. From their original design, the offset intersections for Tract I and II were modified consistent with the recommendations of Mr. Rocciola, to conform with RSIS standards.

28. Peter M. Tolischus PP of Heyer, Gruel and Associates, testimony is outlined in the attached copy of Exhibit A-22 which is made a part of this resolution. The Board found Mr. Tolischus' testimony to be credible.

29. Various residents asked questions and gave comments from the public sector.

NOW, THEREFORE, BE IT RESOLVED, BY THE FLEMINGTON BOROUGH PLANNING BOARD, COUNTY OF HUNTERDON and STATE OF NEW JERSEY, that "D" variance approval for variances as set forth herein and the same are hereby approved as follows:

- (1) Use variance in the TC and DB Zones were granted by a vote of 7 for and 0 against;
- (2) Floor area ratio (D4 variance) in the TC Zone in which .22 is allowed and Applicant requests .70 was granted by a vote of 6 for and 1 against; and

- (3) Building height in the DB Zone in which 40' is allowed or three stories, whichever is less, and Applicant seeks 45' for Building F was granted by a vote of 6 for and 1 against. Building height in the TC Zone in which 32' or two stories, whichever is less, are required and Applicant seeks 38' or three stories for Building H was granted by a vote of 6 for and 1 against; Building I was granted by a vote of 6 for and 1 against; Building J, K, and L was denied by a vote of 4 for and 3 against;
- (4) Density D5 variance for number of units per acres in the residential use in which 53 units market and 6 units affordable were proposed was granted by a vote of 6 for and 1 against.

All approved variances are subject to the following conditions:

1. The market rate units should be limited to a maximum of two bedrooms per unit.
2. All units will be distinctive in appearance and no two (2) units will have the same exterior appearance in any building grouping.
3. All variance relief granted herein will lapse unless Applicant shall have submitted an application for preliminary site plan approval for the entirety of Tracts I and II which application is deemed complete within five (5) years from the date of adoption of this resolution of approval. Notice of this condition will be recorded in the Hunterdon County Clerk's Office in a document acceptable to the Board attorney.
4. Any approvals granted herein as based upon the concept plan prepared by Gladstone Design dated 10/28/08 and specifically granted only for the number of units, the configuration of those units by building and the specific number of "building unit tabulation" contained therein. All approvals are based on the concept plan as a whole and do not grant approval based on any individual lot. A copy of the concept plan is attached hereto and made a part hereof.
5. Applicant must comply with all of the detailed requirements of all of the Flemington Borough ordinances except as provided in this resolution. Applicant may seek additional relief before the Board on site plan or other application, including but not limited to: relief which seeks approval

requiring variance(s), exception(s), waiver(s), etc. In the event of a proposed change to any existing Borough ordinance that would in any way affect this approval or the Applicant's proposed building plan, Applicant shall be given not less than sixty (60) calendar days advance written notice, addressed to Mark S. Bellin, Fieldstone Development Group LLC, 17 Academy Street, Suite 815, Newark, New Jersey 07102, with a copy to the Applicant's counsel, Donald F. Scholl, Jr., Scholl, Whittlesey & Gruenberg, LLC, 151 Main Street, Flemington, New Jersey 08822. The affordable housing units shall comply with all applicable requirements of the Council on Affordable Housing (N.J.A.C. 5:97 or as may be amended) and the Uniform Housing Affordability Control rules (N.J.A.C. 5:80-26 et seq), including but not limited to low/moderate income split, bedroom distribution and affirmative marketing.

6. Any and all fees properly due and owing the Municipal Planning Board as a result of its hearing of this application must be paid in full.

7. Applicant must adhere to any and all rules, regulations, ordinances or requirements, be they Municipal, County or State, as they pertain to the development which is being approved by virtue of this application.

8. Applicant must obtain the approval of all outside agencies having jurisdiction.

I hereby certify that this resolution was adopted by the Planning Board of the Borough of Flemington at a meeting held on By the votes set forth herein. 3 Approved - 0 Abstained 0 No

Diane Schottman
DIANE SCHOTTMAN, Secretary
Flemington Borough Planning
Board

Date Adopted: JAN. 27, 2009

A:\FieldstoneDevelopment\1-29-09

HEREBY CERTIFY THIS TO BE A TRUE
COPY OF THE ORIGINAL

Diane Schottman
PLANNING BOARD SECRETARY

PB-2012-04
RESOLUTION OF
FLEMINGTON BOROUGH PLANNING BOARD
ACTING AS THE FLEMINGTON BOROUGH BOARD OF ADJUSTMENT
APPLICATION FOR PRELIMINARY SITE PLAN WITH BULK VARIANCES

Applicant: Dallas-Bellin Flemington, LLC
Property known as 156 Main Street, Flemington, New Jersey

TRACT I; Block 38, Lots 3.01, 5, 6, 7 and 20 (DB Zone)

TRACT II; Block 39, Lot 2 (TC Zone)

WHEREAS, Dallas-Bellin Flemington, LLC (Applicant) is the successor to Fieldstone Development Group, LLC (Fieldstone) and has applied to the Flemington Borough Planning Board Acting as the Flemington Borough Board of Adjustment (Board) for Preliminary Site Plan Approval with "C" Variances for property known as Tract I, located between Main Street and Broad Street, and which is also known as Block 39, Lot 3.01, 5 6, 7 and 20 on the Flemington Borough Tax Maps in a Zone and Tract II, located on Broad Street, which is known as Block 39, Lot 2, on the Flemington Borough Tax Maps in the TC Zone; and

WHEREAS, Applicant ultimately sought Variances as follows:

1. A C-2 Variance for front-yard setback for "Building A" on Tract I where 25 feet is the required setback and 20-feet is proposed.
2. A C-2 Variance for front-yard setbacks for "Buildings J, K and L" on Tract II where 25 feet is required and 14 feet front-yard setback is proposed for each of the enumerated buildings.
3. A C-1 Variance for rear-yard setbacks for "Building H", "Building I", "Building K", and "Building L". "Building H" requires 50 feet and 44.4 feet is proposed. "Building I" requires 50 feet and 22.9 feet is proposed. "Building K" requires 50 feet where 46.4 feet is proposed for the structure and 41.1 feet is proposed for the deck. "Building L" where 50 feet is required and 14.3 feet is proposed for the structure and 9.1 feet is proposed for the deck.
4. A C-1 Variance for side-yard setbacks for "Buildings I & J". "Building H" where 15 feet is required and 12.5 feet is proposed. "Building I" where 15 feet is required and 13 feet is proposed. "Building J" where 15 feet is required and 13.1 feet is proposes; and

WHEREAS, at the Completeness Hearing held on 12/6/10, the matter was deemed complete and temporary waivers were granted for checklist items 56 (proposed street names), 57 (new lot and block numbers), 65 (mounted renderings), and 67 (isometric plans); and

WHEREAS, the Application was the subject of a hearing on 12/6/10 for completeness and for public hearings on 1/25/11, 2/22/11, 3/7/11, 6/28/11, 8/24/11, 9/27/11, 10/3/11 and 10/18/11, at which appeared Donald F. Scholl, Jr., Esq. and Steven P. Gruenberg, Esq. on behalf of the Applicant. Also attending and providing testimony were Mark Bellin, Member of the Applicant; William Salmon, P.E. of Gladstone Design, Inc., as engineer for the Applicant;

Peter Tolischus, P.P. as planner for the Applicant; Maurice Rached, P.E., P.T.O.E., of Maser Consulting as traffic engineer for the Applicant; Daryl Johnson, A.I.A. of Johnson Architecture as architect for the Applicant; Susan Gruel, P.P. of Heyer Gruel & Associates providing testimony regarding COAH on behalf of the Applicant; John Grande, P.E. as structural engineer for the Applicant; Sherida Paulsen, FAIA, PKSB Architects; and George Muller, owner of property and officer of Flemington Glass Enterprises, Inc.; and

WHEREAS, various members of the Flemington Historic Preservation Commission, including, but not limited to, Elaine Gorman, Chair, Anelle DiSisto, Vice-Chair, gave comments throughout the proceedings and John D. S. Hatch, AIA, consultant to the Flemington Historic Preservation Commission, was sworn and testified; and

WHEREAS, the following Exhibits were presented and marked:

- A-1 Notices, Affidavit of Service, Proof of Publication, etc.,
- A-2 Preliminary Site Plan existing conditions dated 1/10/11
- A-3 Site Plan Rendering dated 1/11/11
- A-4 Proposed signage for entrance to Site (site amenities) by Johnson Architecture
- A-5 Existing photos by Johnson Architecture
- A-6 Site amenities by Johnson Architecture
- A-7 Existing photos of architectural details by Johnson Architecture
- A-8 January 6, 2011 drawing by Johnson Architecture
- A-9 Rendering dated 1/6/11 drawing by Johnson Architecture
- A-10 Drawing of Building G by Johnson Architecture
- A-11 Floor plan of Building E by Johnson Architecture
- A-12 Exterior view of Building E by Johnson Architecture
- A-13 Exterior of Buildings J, k. and L by Johnson Architecture
- B-1 HPC Report dated 4/4/10
- A-14 Flemington Cut Glass Site report by PKSB Architects dated 6/28/11 consisting of 20 pages
- A-15 NJ Transit letter dated 5/25/11 by John D. Del Colle
- A-16 Board of photographs of the Bakers Treat Building
- A-17 Board of photographs of the rear of Bakers Treat Building
- A-18 Board of photographs of interior of Bakers Treat Building
- A-19 Board of photographs of Basket Building interior
- A-20 Board containing photos of attic level of Basket Building
- A-21 Board of photos of uncovered section of Basket Building
- A-22 Knollcrest Carriage building photos showing black mold
- A-23 Mold analysis showing black mold
- A-24 Historic District map and photographs
- A-25 Existing conditions using the Sanborn maps
- O-1 Board containing Sanborn maps
- A-26 Main level floor plan Building F 6/16/2011, by Johnson Architecture
- A-27 Revised rendering of Building F dated 11/19/2010 by Johnson Architecture
- A-28 Johnson Architecture 6/11/11 rear of Building F
- A-29 Johnson Architecture 6/16/11 revised Building H
- A-30 Johnson Architecture 6/16/11 revised Building I
- A-31 Johnson Architecture 6/16/11 revised Buildings J, K and L
- A-32 William Street Elevation drawing by Johnson Architecture
- A-33 Gladstone Designed revised Building "F" Exhibit

- A-34 Building footprint comparison plan by Gladstone Design dated 6/28/11
- A-35 Offsite drainage Exhibit by Gladstone design dated 6/28/11
- A-36 Buildings D and E footprint reduction plan dated 9/27/11 by Gladstone Design
- A-37 Chart of Variance Relief presented by Peter Tolischus
- A-38 Agreement between Dallas Bellin Flemington and Black River & Western Corp Dated 10/3/11; and

WHEREAS, all jurisdictional requirements have been satisfied; and

WHEREAS, the Board having heard from the Borough's Professionals with respect to the Application and having heard from the Applicants, witnesses and from the public with respect to the Application, the Board makes the following Findings of Fact:

1. The Board has jurisdiction to proceed.

2. Prior Approvals – Variances:

a. The Site was the subject of prior hearings in a "bifurcated" variance application with hearings in 2008, which resulted in a Resolution of the Flemington Borough Planning Board acting as the Flemington Borough Board of Adjustment bearing Resolution No. 2009-3. That Resolution granted use variances, floor area ratio variances, building height variances and density variances and is incorporated herein as if set forth at length.

3. Historic Preservation Commission (HPC) report and Historic Preservation Issues:

a. The Applicant and the Flemington Borough Historic Preservation Commission met numerous times during the pendency of this matter in an attempt to discuss historic preservation issues regarding the Site. The HPC issued a report dated April 4, 2011, which was marked in evidence as B-1. The Applicant indicated that it took into account many of the recommendations made by the HPC in its design and re-design of the Site. At the hearing on September 27, 2011, and October 3, 2011, Eileen Gorman, Chairwoman of the Commission, and John Hatch, Advisor to the Commission, made comments and gave testimony indicating their strong concern about the demolition of any buildings in the project which they felt had historic significance. They indicated that the Peach Basket factory is a link to Flemington's agricultural past. They also indicated that the HPC seeks to preserve historic structures while supporting development within the Borough. The Commission sought to have the two buildings commonly referred to as the "Peach Basket factory" and the "Electric Building" worked into the development and adaptively re-used.

b. The Applicant provided extensive testimony in connection with the historic preservation aspect of the development. The Applicant's experts included John Grande, P.E., who is a structural engineer involved in historic preservation of structures mainly in New York City and, Sherida Paulsen of PKSB Architects, FAIA, who is a registered architect in the state of New York and is currently a member of the Board of Directors of the New York convention Center Operation Corporation. She has served the city of New York as a Commissioner and Chair of the Landmarks Preservation Commission, and as a founding Director of the Governors Island Preservation and Education Corporation. In addition, she serves on the boards of the Landmarks Preservation Foundation, the Riverdale Nature Preservancy and the Van Cortlandt Park Conservancy. She has also served as 2009 President of the American Institute of

Architects New York Chapter and is a member of the College of Fellows of the American Institute of Architects.

c. Mr. Grande testified that the building known as the Baker's Treat Building or the Flemington Electric Building has exterior walls that are distressed. He indicated that steel had been installed and brick piers have been added to the building, which are not historical and indicated that many additions were made which were not historical and that sections of walls would have to be replaced, which he estimated to be approximately 90% of the building and that, in his opinion, the building was not salvageable. He indicated that the building could not be used as a multiple dwelling unit building without significant alteration which would be needed to bring into compliance with code. As to the "Peach Basket" building, he introduced Exhibit A-19 showing additions on two sides and leading him to the conclusion that the building is not original.

He indicated that if the additions were removed, the original building would collapse. He indicated that there was a third floor which cannot be used for living space because of the lack of height and that in order to utilize it, the roof would have to be raised, which would change the character of the building.

d. Mr. Grande indicated that the Knollcrest house has been contaminated with black mold and that it is not habitable by anyone under Federal law. He indicated that this structure must be destroyed and the materials must be disposed of. He did indicate that certain of the timers or the cupola on other structures could be utilized in the development and some of the brick would be re-used.

e. Sherida Paulsen indicated that the Knollcrest or stable building had been engulfed by other additions. In addition, she reiterated that it had toxic mold. She went on to testify that the Peach Basket building was a very, very small building originally, as indicated by Exhibit A-25 and that many, many additions had been constructed around it making the current building not of any historical significance. She went on to say that the Baker's Treat or Flemington Electric building has, likewise, been heavily modified and is of no longer any historical significance. Her testimony concluded by indicating that the buildings, as they exist, do not have historical integrity, since they have been so heavily modified for them to be third tier historically and not historically important. She did indicate, as did others, that the cupola and other architectural items could be saved and re-used. She also indicated that since the buildings in question were set back of the main street and are out of normal public view, the demolition would not have significant negative impact on the historical aspects of Flemington. She went on to say that, in her opinion, the buildings could not be adaptively re-used and that the loss of these buildings would not endanger the historic designation of Flemington.

4. Site Issues:

a. William Salmon, P.E., testified at the various hearings indicating that the current impervious coverage on the Site is about 90% on Tract I and 60% impervious coverage on Tract II. He indicated that runoff at the Site will be reduced by approximately 20% after the project is built.

b. He indicated that the proposal includes 43 units on Tract I and 16 units on Tract II. 3,800 sf of commercial/retail use is also proposed on Tract 1

c. Mr. Salmon testified extensively at various hearings regarding offsite drainage, which resulted, ultimately, in Exhibit A-35. Mr. Salmon testified that the current easements along the boundary of the property shared with the Black River and Western Railroad will have to be revised extensively so as to provide a smooth easement line for the easements and the property boundaries, as well as adequate space for the Black River and Western Railroad to perform required track maintenance on a periodic basis.

d. Mr. Salmon testified that all drainage work would be completed prior to any construction commencing on the subject property. Mr. Salmon described landscaping and, throughout the hearings, discussed other Site issues and revisions to the plans which he will make as a result of the comments and testimony to the satisfaction of the Board's Professionals.

5. Water, Sewer and Trash Removal:

a. The Applicant's attorney, as well as various witnesses, acknowledged during the hearing that water is not currently available to the Site and that the project cannot and will not be commenced, nor can final approval be granted, without water to the property. The Applicant acknowledged that the Applicant was proceeding with the approvals being sought at Applicant's own risk knowing that water is not now and may not, in the near future, be available.

b. Applicant provided proof that adequate sewer capacity is available for the proposed project.

c. Extensive discussions were held regarding trash removal from the Site. Trash removal will be private removal and trash receptacles, their enclosures, etc., were discussed in detail. Plans are to be revised to reflect the discussions held between the parties in this regard. Trash removal will be at the expense of the Homeowners or through the Association and shall not be a Borough of Flemington responsibility.

6. Traffic:

a. Maurice Rached, P.E., testified that trip generation will be approximately 50 trips in the a.m. peak period and 50 trips in the p.m. peak period. He further testified that if the Site were built out under the current zoning of the property "as of right", the trip generation would be 377 trips in the a.m. peak period and 292 trips in the p.m. peak period.

b. He further testified that the levels of service for all of the drive and intersections in the proposed development would be either A, B or C.

c. As to truck and school bus movements within the Site, he indicated that the Site was set up for a 48-foot fire truck and that school buses utilized would not be over 40 feet, so that they would be able to traverse the Site also.

d. As to parking, he testified that 141 spaces were needed per Ordinance and that the plans provided 143 spaces, including driveways and garages.

e. As to railroad crossings adjoining the Site, his testimony was that "at grade" railroad crossings may be improved as a result of a New Jersey Department of Transportation Commissioner's order.

f. As to Building A, the testimony of Mr. Rached was that the commercial uses and residential uses could share parking and that there was adequate parking for both the commercial and residential uses proposed since the parking would be utilized during the daytime for the commercial uses and in the evening for residential uses. The shared parking would reduce impervious coverage.

7. Affordable Housing:

a. Susan Gruel, P.P., was sworn and testified as to the affordable housing component of the development. She indicated that there were six (6) units proposed to meet the criteria for COAH credits. She further indicated that six (6) units would be above the commercial structures (Building A) on Main Street and that they will be rental units. In her opinion, since the units were rental units, they should be grouped together they can be administered as a group by the Borough's chosen housing administrator.

8. Requested Variances and Planners Testimony:

a. Peter Tolischus, P.P., of Heyer, Gruel & Associates, testified that the C-1 and C-2 Variances were all desirable from the Planning Board's view.

b. As to the C-2 Front-yard Setback Variances for Building A, he indicated that this provides the same setback as the adjoining properties and provides the appropriate streetscape. He concluded that there was no detriment to the public good nor harm to the Zone Plan of the Borough of Flemington.

c. As to the C-2 Front-yard Setback Variances on Williams Street, he indicated that the front porches were added so that the units would look like the other existing homes on Williams Street and to provide architectural relief. In his opinion, this was a desirable feature and far outweighed any detriment of the variance. He indicated that there was no detriment to the public good nor harm to the Zone Plan of the Borough of Flemington.

d. As to the C-1 Rear-yard Variances requested, he indicated that these were hardship variances due to the shapes of the lot and the configuration of the adjoining railroad property. He testified that the setback variances really would have little effect on the noise heard by the residents of the units from the adjoining railroad property and that, in his opinion, the variances were able to be granted.

e. As to the C-1 Side-yard Setback Variances which were requested by the Applicant only if the Board felt that they wanted them, Mr. Tolischus indicated that the bump out windows were used to give light to the interior of the units and to give architectural detail on the exterior of the units, making them architecturally attractive. He reiterated that the walls of the structures meet the setback, but that the protruding windows would cause a variance. He then indicated that these variances could be granted with no detriment to the public good nor harm to the Zone Plan of the Borough of Flemington.

CONCLUSIONS:

1. A majority of the Board finds under the unique circumstances presented that the applicant has established the necessary “positive” and “negative” criteria for the granting of the requested variances regarding the deviations from the setback requirements as set forth above pursuant to N.J.S.A. 40:55D-70(c)(1). The Board was impressed with the testimony of the applicant’s expert witnesses as set forth above which is incorporated herein as if set forth at length. The shape, topography and narrowness of the lots necessitate variances from some of the requirements addressing the setback standards in order to complete the vision of the applicant and the board in this bifurcated proceeding.

2. A majority of the Board finds that the applicant has established the necessary “positive” and “negative” criteria for the granting of the requested variances as set forth above regarding setbacks pursuant to N.J.S.A. 40:55D-70(c)(2). The Board was impressed with the testimony of the applicant’s expert witnesses as set forth above and is incorporated herein as if set forth at length. The Board agrees that the variances granted will advance the purposes of the Municipal Land Use Law and provide visually aesthetic buildings with character. The board finds that the following purposes of the Municipal Land Use Law will be advanced by granting the deviations from the ordinances in question:

a. To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;

e. To promote the establishment of appropriate population densities and concentrations that will contribute to the well-being of persons, neighborhoods, communities and regions and preservation of the environment;

h. To encourage the location and design of transportation routes which will promote the free flow of traffic while discouraging location of such facilities and routes which result in congestion or blight;

i. To promote a desirable visual environment through creative development techniques and good civic design and arrangement;

The applicant satisfied the Board that the benefits of the deviations from all variances outweigh any detriments.

3. The applicant also established that the variances can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the zone plan and zoning ordinance. For the same reasons set forth above, the general welfare would be advanced by the granting of the deviations. The granting of the variances substantially improves this situation and the benefits substantially outweigh any detriment to this unique proposal.

4. A majority of the Board finds that the applicant has met its burden of proof with respect to the RSIS de minimus design waivers requested and as noted on the plans. The plans as presented provide a desirable project that advances the purposes of the municipal land use law and the applicant would face impracticable difficulties in strictly complying with the design standards in question.

5. A majority of the Board finds that the applicant has met its burden regarding the demolition of the historic buildings on site. The applicant adequately addressed the criteria contained within the ordinance that must be considered prior to the approval of demolition of any buildings designated as "historic". Specifically, the majority

of the Board finds the testimony of the applicant's expert witnesses, Mr. Grande and Ms. Paulsen regarding the following issues persuasive:

- a) the history, architecture and aesthetic significance of the existing structures is slight;
- b) the current utilization of the site is underperforming its potential based on its size and location;
- c) the condition of the existing buildings is not suitable for redevelopment to the residential and retail uses that are the goal of the Borough's Master Plan;
- d) the importance to the municipality as a record of industrial use along the railroad is slight, given the largely retail history of the structures over the past 60 years;
- e) the design, craftsmanship texture and materials of the existing buildings are largely modern; there are a few remnants of the original and/or historic structures, but these are or would be endangered by any attempt to reuse them in place;
- f) there is no general welfare promoted through the retention of these structures, and one of the structures is so contaminated by toxic substances that it must be removed
- g) there is little to no opportunity to stimulate an interest in American history, architecture and design, or American culture and heritage by retaining these structures, and their appearance does not make the Borough of Flemington a more attractive or desirable place to live;
- h) the removal of these structures will allow for the site to be redeveloped with uses and architecture that will further the goals of the Boroughs Master Plan; to retain the existing buildings would not advance these goals as they are poor candidates for adaptive reuse to new occupancies.

6. The majority of the Board finds that the loss of these structures designated as "historic" can be readily mitigated through the documentation and reuse of certain elements as agreed to by the applicant, and as mandated as part of this resolution in the conditions set forth below.

7. Having indicated that the variance and design waiver relief requested was appropriate, the majority of the Board believes that the applicant had otherwise satisfied the Flemington Borough Ordinances applicable to this project and was entitled to Preliminary Site Plan approval subject to conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE FLEMINGTON BOROUGH PLANNING BOARD ACTING AS THE FLEMINGTON BOROUGH BOARD OF ADJUSTMENT THAT PRELIMINARY SITE PLAN APPROVAL WITH BULK VARIANCES AS FOLLOWS:

1. A C-2 Variance for front-yard setback for "Building A" on Tract I where 25 feet is the required setback and 20-feet is approved.

2. A C-2 Variance for frontyard setbacks for "Buildings J, K and L" on Tract II where 25 feet is required and 14 feet frontyard setback is proposed for each of the enumerated buildings is approved.

3. A C-1 Variance for rearyard setbacks for "Building H", "Building I", "Building K", and "Building L". "Building H" requires 50 feet and 44.4 feet is proposed. "Building I" requires 50 feet and 22.9 feet is proposed. "Building K" requires 50 feet where 46.4 feet is proposed for the structure and 41.1 feet is proposed for the deck. "Building L" where 50 feet is required and 14.3 feet is proposed for the structure and 9.1 feet is proposed for the deck is approved.

4. A C-1 Variance for sideyard setbacks for "Buildings I & J". "Building H" where 15 feet is required and 12.5 feet is proposed. "Building I" where 15 feet is required and 13 feet is proposed. "Building J" where 15 feet is required and 13.1 feet is approved; and

SUBJECT TO THE FOLLOWING CONDITIONS:

1. All easements necessary for the project on the adjoining Black River and Western Corp. Railroad property and the vacation of some current easements along the adjoining railroad property are to be perfected and are to be review and approved by the Borough Engineer and Board Attorney prior to recordation.

2. The plans identified as "Preliminary & Final Major Site Development Plans dated July 7,2010; last revised November 19, 2010 prepared by Gladstone Design, Inc." are to be revised to the satisfaction of the Board Engineer, Board Planner and Board Traffic Engineer in full conformance with the testimony and comments given at the hearings throughout the course of this matter. In particular, the documentation and detailing of a suitable stormwater management design following the schematic plans presented at the public hearing remains to be submitted by the Applicant and approved by the Board Engineer.

3. Preliminary Site Plan Approval only, together with the enumerated Variances and waivers is granted. The Applicant will need to return for Final Site Plan Approval, at which time the Applicant will have to, amongst other things, supply building materials, colors and samples

to be utilized in the construction of the project. In addition, Applicant will need to supply proposed street names (Checklist Item 56) and new lot numbers (Checklist Item 57).

4. The Applicant shall seek and shall comply with any and all outside agency approvals necessary.

5. Roadways, driveways, etc., in the development are not to be dedicated to the Borough of Flemington. The Applicant is to take all steps necessary to allow enforcement of New Jersey Title 39 on the internal roadways, driveways, etc., in the Site.

6. Applicant is noticed and has acknowledged that there is not currently water available for the project and that final approval cannot be granted and no construction can be commenced until adequate water is available. Low flow fixtures are to be incorporated into the construction of all units on the Site.

7. Trash pickup and removal is to be the responsibility of the Homeowners Association to be formed in conjunction with this project and this fact is to be placed in the Public Offering Statement and other documents necessary to give prospective purchasers notice of this. Interior road maintenance, snow removal, etc., are likewise to be the responsibility of the Homeowners Association.

8. Drainage improvements, per the testimony of the Applicant and the Applicant's experts, are to be made off-site and completed prior to the issuance of any permits for construction at the Site. The agreement between the Applicant and the Black River and Western Railroad is to be memorialized to the satisfaction of the Board's professionals.

9. Applicant is to comply with the March 7, 2011 letter of the Flemington Fire Department signed by Debbi Gillmorton, Chief.

10. The garages are necessary to meet the parking requirements under the Flemington Borough Ordinances and the NJ RSIS as testified by the Applicant's professionals. Therefore garages will be deed restricted to allow only storage or motor vehicles and to prohibit conversion to any other non-habitable storage space, or conversion to any type of living space. The Homeowners documents are to reflect this restriction.

11. Six units of affordable housing for low and moderate income households will be located in Building A on the second and third floors. The affordable units shall be for rent. The units shall be administered by an experienced and qualified affordable housing administrator which may include the Borough's appointed affordable housing administrator or other administrator approved by the Borough Planner. The six rental affordable units shall meet the requirements of the Uniform Housing Affordability Control Rules (NJAC 5:80-26.1 et seq), including but not limited to income and bedroom distribution.

12. Development of affordable units shall be phased in accordance with the following schedule:

Percentage of
Market-rate Units Completed
25

Minimum Percentage of
Low- and Moderate-Income Units Completed
0

25 + 1 unit	10
50	50
75	75
90	100

13. Applicant is to place notices in the Public Offering Statement and other offering documents regarding the proximity of the railroad and the noise, etc., which may emanate from that activity, as well as the adjacent fire/whistle/horn. Applicant is also to place notices in the applicable documents notifying perspective purchasers of the lights present on the ballfield on Williams Street and the fact that there may be increased railroad activity adjacent to the Site in the future.

14. The historic structures on the Site are to be documented per the recommendations contained in the PKS&B report.

15. Applicant is to pay any and all fees due to the Borough in conjunction with the Application and ongoing activity by the Board and its Professionals in this matter.

16. No demolition or construction of any kind shall occur until the Applicant received final approval from this Board.

17. The Applicant shall salvage and re-use all re-useable materials, including, but not limited to, the cupola, bricks and architectural trim on historic buildings being demolished.

18. Applicant is to provide for a glassworks display or museum in the retail structure (Building A) and the photographing and monumentation of all contributing historical buildings/uses previously on the Site. Same to be assembled and constructed after consultation with the Borough of Flemington Historic Preservation Commission.

19. Any and all conditions in the previous variance approvals granted in this matter shall remain in full force and effect to the extent not amended by this approval.

20. Applicant shall, within a reasonable time after memorialization of this resolution, consolidate the various lots and blocks forming the properties to be utilized in conjunction with this project.

I certify that this Resolution was adopted by the Planning Board of the Borough of Flemington at a meeting held on 1/24/12 by a vote of 5 /For and 1 /Against.

Donna Alessi
 Donna Alessi, Board Secretary

Date Adopted: Jan 24, 2012

- | | |
|--------------|-----------------|
| ✓ ENGELHARDT | ✓ KENOYER |
| GREINER | ✗ MELFI |
| COOK | ✗ MAYOR EDWARDS |
| PEDRICK | ✗ WACHTER |
| DOSHNA | KARROW |
| BUDNEY | |

PB-2014-12
RESOLUTION OF FLEMINGTON BOROUGH PLANNING BOARD ACTING AS THE
FLEMINGTON BOROUGH BOARD OF ADJUSTMENT

APPLICATION FOR FINAL SITE PLAN APPROVAL

Applicants: Dallas-Bellin Flemington, LLC

Property: 156 Main Street
Flemington, New Jersey

Tract I; Block 38, Lots 3.01, 5, 6, 7 and 20 (DB Zone)

Tract II; Block 39, Lot 2 (TC Zone)

WHEREAS, Dallas-Bellin Flemington, LLC (“Applicant”) is the successor to Fieldstone Development Group, LLC (“Fieldstone”) and has applied to the Flemington Borough Planning Board Acting as the Flemington Borough Board of Adjustment (“Board”) for Final Site Plan Approval for property known as Tract I, located between Main Street and Broad Street and which is also known as Block 38, Lots 3.01, 5, 6, 7 and 20 on the Flemington Borough tax maps in the DB Zone and Tract II, located on Broad Street which is known as Block 39, Lot 2 on the Flemington Borough tax maps in the TC Zone; and

WHEREAS, the subject property was the subject of previous applications which resulted in Resolutions 2009-3 and PB-2012-04 and

WHEREAS, a completeness hearing was held on November 3, 2014 and the matter was deemed complete and temporary waivers were granted for checklist items 56 (proposed street names), 57 (new lot and block numbers), 65 (mounted renderings), and 67 (isometric plans); and

WHEREAS, the application was the subject of a hearing on November 3, 2014 and December 1, 2014, at which appeared Steven P. Gruenberg, Esq. on behalf of the Applicant. Also attending and providing testimony were Mark Bellin, Member of the Applicant, and William Salmon, P.E. of Gladstone Design Inc. as engineer for the Applicant; and

WHEREAS, various members of the public appeared, including members of the Flemington Historic Preservation Commission; and

WHEREAS, the following exhibits were presented and marked:

A-1 Overall Site Plan Rendering dated 11/3/14 prepared by Gladstone Design Inc.;

and

WHEREAS, final site plan approval does not require a notice pursuant to the Flemington Borough ordinances; and

WHEREAS, the Board having heard from the Borough's professionals with respect to the application and having heard from the Applicant's witnesses and from the public with respect to the application, the Board makes the following Findings of Fact:

1. The Board has jurisdiction to proceed.
2. The site was the subject of prior hearings in a "bifurcated" variance application with hearings in 2008 which resulted in a Resolution of the Flemington Borough Planning Board Acting as the Flemington Borough Board of Adjustment bearing Resolution 2009-3. That Resolution granted use variances, floor area ratio variances, building height variances, and density variances and is incorporated herein as if set forth at length. The site was also the subject of an application for preliminary site plan with bulk variances with numerous hearings commencing on December 2010 and continuing through October 18, 2011 which resulted in Resolution PB-2012-04 which Resolution is incorporated herein as if set forth at length.
3. The approvals previously granted were for the construction of 53 market price condominium units and 6 affordable housing condominium units for a total of 59 units and 3,789 square feet of retail. The residential units are a combination of townhouse units, duplexes and flats.
4. The Applicant has obtained sewer approval, water approvals, Hunterdon County permits and soil conservation permits since obtaining preliminary site plan approval.
5. In connection with the application the Applicant received memoranda dated October 14, 2014 and October 28, 2014 from Elizabeth McManus, P.P., AICP, LEED AP, (Board's Planner). The aforesaid memoranda both contain a reference to 102 residential units but the correct number of units totals 59. During the hearing, Applicant agreed to comply with all conditions and requirements in the memoranda of October 14, 2014 and October 28, 2014. A copy of both documents are attached hereto and made a part hereof.
6. In connection with the application the Applicant received Memoranda from Robert J. Clerico, P.E. of Van Cleef Engineering Associates ("Board's Engineer") dated October 20, 2014 and October 24, 2014. During the hearing, Applicant agreed to comply with all conditions of the aforesaid Memoranda, with the exception of item B 12 contained on page 5 of 8 of the October 20, 2014 Memorandum. Item B 12 of the October 20, 2014 Memorandum deals with the portion of the storm water conveyance system for the project which is being installed on the adjoining railroad property. William Salmon agreed that a signed and sealed "as built" set of plans for the drainage improvements on the adjoining railroad property will be provided but that the owner of the adjoining property will not allow the Applicant nor the homeowner's association to perform maintenance on the storm water conveyance

facilities located on the railroad property. The testimony at the hearing was that there is Federal pre-emption and that there is a long line of cases giving exclusive jurisdiction of the railroad right of way to the Federal Railroad Authorities, the state of New Jersey Department of Transportation, and the Railroad owning the right of way. Extensive discussion was had regarding the importance of seeing that the proper maintenance of the drainage facilities is performed. The Applicant testified that the New Jersey Department of Transportation has a close relationship with the railroad owner and if there are any drainage problems created by lack of maintenance contacting the New Jersey Department of Transportation will be able to effectuate a remedy of this condition.

7. The Applicant testified that at this time it does not have the final materials and colors to be utilized at the property as construction and sale of the units is some time away. As the time grows closer for construction and sales to begin, the Applicant will need to return to the Board to show the Board materials, colors etc.
8. The Applicant testified that pursuant to the conditions of Preliminary Approval, it had met with the Flemington Historic Preservation Commission and presented detailed architectural renderings to same. As a result of that meeting, the Flemington Historic Preservation Commission had issued a Memorandum dated November 8, 2013 a copy of which is attached hereto and made a part hereof. Extensive testimony and discussions centered around the items contained in that Memorandum. Some of the items in the Memorandum have been satisfied according to testimony from the Applicant. The Board required and the Applicant agreed to return to the Flemington Planning Board Acting as the Flemington Borough Board of Adjustment to discuss and get the Planning Board's final approval of the issues contained in the Historic Preservation Commission Memorandum dated November 8, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE FLEMINGTON BOROUGH PLANNING BOARD ACTING AS THE FLEMINGTON BOROUGH BOARD OF ADJUSTMENT that Final Site Plan Approval with Waivers is granted subject to the following conditions:

1. All approvals previously granted in conjunction with this project and the conditions contained in the prior Resolutions shall remain in full force and effect unless those conditions have been previously satisfied by the Applicant or those conditions are modified by this approval.
2. Certification that the improvements on the adjoining railroad property have been constructed according to plans shall be provided by the Applicant under seal.
3. The Applicant shall comply with the 10/20/14 and 10/24/14 Memoranda of Van Cleef Engineering Associates except for item B 12 contained in the 10/20/14 Memorandum. All plans are to be revised to the satisfaction of the Board Engineer.

4. Applicant shall comply with the Memoranda of Clarke Caton & Hintz dated 10/14/14 and 10/28/14. Plans are to be revised to the satisfaction of the Board planner with the exception of architectural details which shall be the subject of a future public hearing by the Applicant with this Board review before any permits are issued for the construction of any units or commercial space.
5. No building permits for construction of any of the residential structures or the commercial retail structure shall be issued until the Applicant returns to the Board for approval and resolution of the issues contained in the 11/8/13 Historic Preservation Commission Memorandum and the architectural details and materials are presented to the Board.
6. Applicant shall comply with the 10/27/14 Memorandum of Rocciola Engineering a copy of which is attached hereto and made a part hereof.
7. Applicant shall comply with the 10/21/14 Memorandum of the Flemington Borough Fire Safety Department signed by David J. Turner, CFEI, Fire Marshall, a copy of which is attached hereto and made a part hereof.
8. Applicant shall take any and all steps necessary to allow traffic enforcement activities by the Flemington Borough Police and all other law enforcement agencies so as to allow enforcement of Title 39 of the New Jersey Statutes.
9. Applicant shall revise the operating and maintenance manual for the storm water system to disclose that part of the drainage system is located on the adjoining railroad property. Any documentation in the public offering statement and/or the homeowner's association by-laws and rules and regulations shall reflect that a portion of the off-site storm water conveyance system is located on the railroad property adjoining the development. Reference is to be made in those documents to the fact that complaints or concerns regarding maintenance of the storm water management structures located on the adjoining property should be addressed through the New Jersey Department of Transportation. This approval is subject to any and all outside agency approvals necessary.
10. Applicant shall pay any and all costs fees, etc. due to the Borough of Flemington in conjunction with this and all prior approvals dealing with this project. Non-payment of costs and fees shall be grounds for the Borough to suspend or deny the issuance of any further approvals, permits etc. in conjunction with this application and development.
11. All testimony at the hearing is incorporated into this Resolution as set forth fully herein. A transcript of the hearing on November 3, 2014 is contained in the file of the Planning Board secretary.
12. Applicant will arrange a pre-construction meeting and post the appropriate bonds with the appropriate Flemington Borough officials.
13. Applicant shall enter into a developer's agreement with the Borough of Flemington.

14. Applicant shall be free to perform on site demolition subject to compliance with paragraphs H14 and H17 of the October 20, 2014 report of the Board's Engineer. Prior to doing so, the Borough's HPC architect, or other designee, shall walk the site with the applicant in advance of the demolition to identify potential opportunities for salvage and reuse of materials in accordance with the approvals. The applicant shall obtain a demolition permit from Building Inspector.

15. The following paragraphs of the October 20 2014 report of the Board's Engineer shall be satisfied prior to the issuance of any building permit:

A4b,, B8, G1b as eliminated and modified in Paragraph 8 of the Findings of Fact set forth above, H3, H5, H6, H10, H11, H12, H13, H15, H18, H19

16. Applicant shall satisfy the remaining paragraphs of the October 20, 2014 report of the Board's Engineer prior to performing any of the off-site and on-site improvements normally associated with preliminary approval, excluding the construction of actual dwelling units and or commercial space with the exception of the following:

B12 as modified in Paragraph 6 of the Findings of Fact set forth above.

17. The following paragraphs of the October 24 2014 report of the Board's Engineer shall be satisfied prior to the issuance of any building permit:

2,3,4 & 10.

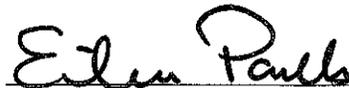
18. The following paragraphs of the October 24, 2014 report of the Board's Engineer shall be satisfied prior to performing any of the off-site and on-site improvements normally associated with preliminary approval, excluding the construction of actual dwelling units and or commercial space:

1,5,6,7,8,9 &11

I hereby certify that this Resolution was adopted by the Flemington Borough Planning Board Acting as the Flemington Borough Board of Adjustment at a meeting held on December 1, 2014 by a vote of 7 for 0 against and 0 abstentions.

Motion: Melfi; Second: Wachter

Members in favor: Engelhardt, Kenoyer, Melfi, Cook, Pedrick, Wachter, Budney



Eileen Parks, Secretary Flemington Borough Planning Board

Date adopted: December 1, 2014



11. FLEMINGTON ELECTRIC DOCUMENTATION

RESOLUTION OF 2006-8
FLEMINGTON BOROUGH PLANNING BOARD

APPLICATION FOR PRELIMINARY AND FINAL SITE PLAN
WITH VARIANCES

Applicant: Flemington Electric Supply Co., Inc.
Block 29 Lot 6 and Block 38 Lot 1

WHEREAS, Flemington Electric Supply Co., Inc. (Applicant) has applied to Flemington Borough Planning Board (Board) for preliminary and final site plan approval with variances on property located at 138 Main Street, Flemington, and which is known as Block 29 Lot 6 and Block 38, Lot 1 on the Flemington Borough Tax Maps, in the DB Zone; and

WHEREAS, Applicant seeks preliminary and final site plan to allow small retail use and to have 11 one bedroom apartments; and

WHEREAS, in addition to preliminary and final site plan approval, Applicant seeks variances as follows:

(A) Use variance for apartments on first floor pursuant to Ordinance Section 2620B, Downtown Business Zone, Permitted Principal Uses. Apartments are permitted on second and upper floors of principal structures; Applicant seeks apartments on first floor.

(B) Floor Area Ratio pursuant to Ordinance 2520E, Downtown Business Zone. Applicant sought floor area ratio of .59 and a maximum floor area ratio of .35 was allowed by ordinance. Note: This variance for floor area ratio was submitted as part of the original application. However, during the hearings of the application, the Borough of Flemington changed the Zoning Ordinance and the floor area ratio requirement was no longer in effect in the zone at the time of the decision by the Board and therefore it was determined that this variance was not necessary.

(C) Number of off-street parking spaces pursuant to Ordinance Section 2627, Table 26.1 for residential uses and Table 26.2 for retail uses and the NJ Residential Site Improvement Standards governing the residential portion of the application require a total of 24 total parking spaces. This total number includes 20 residential parking spaces and 4 commercial parking spaces. Applicant proposes nine (9) off-street spaces on the subject property with the remaining parking to be satisfied by on-street parking and the parking on adjoining Block 38, Lot 1 will provide 13 spots for a total of 22 parking spaces. Since a portion of the parking was off-site on Block 38 Lot 1, a variance was required.

(D) Impervious Coverage pursuant to Ordinance Section

2620E in which impervious coverage of 92% is proposed and 75% is allowed. Currently the subject property has impervious coverage of 98%.

(E) Variance for front yard setback pursuant to Ordinance Section 2620E-DB Zone is sought for pre-existing non-conforming setback of .92'.

(F) Variance for rear yard setback pursuant to Ordinance Section 2620E-DB Zone is sought in which 50' is required and 3.5' is proposed for the decks on the northerly property off of Williams Street and 6.9' is proposed for the rear building from Williams Street and 8.4 feet is provided for the building setback as the rear yard from Main Street.

WHEREAS, in addition to preliminary and final site plan approval, Applicant seeks checklist waivers as follows:

1. Checklist item 24: Plans do not dimension current setbacks to existing buildings - Waiver for Completeness
2. Checklist item 28: Plan sheet 3 notes proposed "cross easements" to the benefit of Block 29, Lot 5. The extent and location of such easements needs to be shown on the map. - Waiver for completeness
3. Checklist item 30: Plans should include a list of required regulatory approval or permits - Waiver for completeness
4. Checklist item 32: Requested for obtained design waivers or exceptions should be indicated - Waiver for completeness
5. Checklist item 35: Existing land uses within 200 feet of the project site need to be indicated on the plans - Waiver for completeness
6. Checklist items, 46, 47 and 48: Application material does not address site drainage - Waiver for completeness
7. Checklist item 52: An Environmental Impact Statement has not been submitted - Waiver for Completeness
8. Checklist item 53: Existing finished floor elevations have not been provided - Waiver for Completeness
9. Checklist item 54: Additional construction details are necessary (new sanitary sewer service connection, brick wall enclosure, etc.) - Waiver for Completeness
10. Checklist item 59: Landscape plan does not include proposed grading - Waiver granted
11. Checklist item 60: Solid waste management plan has not been provided - Waiver for Completeness
12. Checklist item 61: Plans do not address site identification and traffic control signage - Waiver for Completeness
13. Checklist item 62: A sight triangle should be provided on the west side of the driveway cut - Waiver for Completeness
14. Checklist item 67: Building isometrics have not been submitted - Waiver granted
15. Checklist item 68: Traffic impact statement has not been provided - Waiver granted

Items waived for completeness were either satisfied or permanently waived during the hearings; and

WHEREAS, the application was a subject of a public hearing on May 2, 2005, June 6, 2005, July 26, 2005, August 29, 2005, November 7, 2005 and November 22, 2007, at which time the Applicant was represented by Susan R. Rubright, Esq. Appearing as witnesses for the applicant were the following: William Vogt as Applicant; Robert Zederbaum of RBZ Enterprises as Engineer; Frank Banisch of Banisch & Associates as Planner; Stephen W. Schwartz, AIS, as Architect; Robert Shore, Realtor and Property manager; Don Shuman, Realtor and Mark Mulligan, Contractor; and

WHEREAS, the following exhibits were submitted:

A-1 Notices, Proof of Publication, Affidavit of Service, Certified Mail and Green Cards for Block 29, Lot 6

A-2 Front elevation and details and color of front of building prepared by SWS Architects

A-3 Drawing of both front and rear buildings prepared by SWS Architects

A-4 Photographs of existing front building

A-5 Photographs of existing front building

A-6 Photographs of clock tower building in Flemington

A-7 Mounted photos of site

A-8 Land use by property class (8/2005) of Flemington Borough

A-9 Land use by property class for a portion of Flemington Borough dated 4/05

A-10 Photo of portion of survey of Block 38 Lot 1

A-11 Shared parking analysis by RBZ Enterprises prepared 8/10/05

A-12 A&B Series of photographs taken by RBZ Enterprises

A-12 C&D Series of photographs taken by RBZ Enterprises

A-12 E&F Series of photographs taken by RBZ Enterprises

A-12 G&H Series of photographs taken by RBZ Enterprises; and

WHEREAS, all jurisdictional requirements have been satisfied; and

WHEREAS, the Board has reviewed the exhibits submitted by the applicant and the Board has heard the testimony and evidence given by the applicant and having heard the testimony from the public and having heard from the Borough's professionals with respect to the application, the Board makes the following findings of fact:

1. The Board has jurisdiction to proceed.
2. William Vogt, President of Flemington Electric Supply, Inc., testified that he is one of the shareholders of the owner and applicant corporation. Applicant seeks a small retail use in the front portion of the first floor fronting on Main Street and residential apartments on the remainder of the first floor and second floor for a total of five (5) apartments. Applicant proposes to demolish the buildings to the rear of the property and construct a residential apartment structure for six (6) apartments.
3. Applicant testified that if the corporation were to develop the site for a commercial project, it would create traffic issues involving tractor trailers, noise and other negative externalities. Applicant has already been to the Historic Preservation Commission twice to remove the barns in the rear of the property, to construct the new building and to renovate the existing building. The Historic Preservation Commission has approved of the removal of the buildings as well as the proposed design of the new building.
4. The new building in the rear of the property will be very similar to the refurbished existing front building. The basement areas shown as storage will not be occupied by tenants as a living area as each tenant will have their own designated storage room. Leases will contain a restriction that each lease will only have one storage space per apartment.
5. Robert Zederbaum, P.E., of RBZ Enterprises, testified that he prepared the plans and discussed the site as it exists today. Nine (9) parking spaces will be provided on site with one space being designated for handicapped parking.
6. He further discussed the drainage as it currently exists on site and indicated that with impervious coverage being reduced by approximately 1000 square feet, then the runoff will also be reduced.

7. Testimony and discussion occurred at various points of the hearing regarding trash storage and disposal issues.

8. HVAC units and their location were discussed at various points in the hearings.

9. Site lighting will be submitted and will be designed pursuant to the 5/2/05 letter of Robert Miller PE, Studer & McEldowney, No. 6.

10. On August 29, 2005, Applicant's engineer testified regarding Exhibit A-11, shared parking analysis, and the viability of the parking plan.

11. On November 7, 2005, Applicant's engineer discussed the items of the 11/3/05 letter of Robert Miller, PE, Studer & McEldowney. He reviewed the revised trash and location of the dumpster receptacle. Revised parking on this property and also on the Shore property located in Block 38 Lot 1. The two-inch coat will be placed on the Shore property. He further discussed off-street loading for retail use which will be done by normal federal express and UPS delivery trucks. No separate loading space is required due to this type of delivery. There will be 13 parking spaces on the Shore property, nine (9) spaces on site and two (2) spaces on Main Street, for a total of 24 parking spaces.

12. Robert Shore, realtor and property manager, testified that he owns over 30 units in the area. One bedroom rental units are usually occupied by one person. Out of approximately 12 one-bedroom units, only two units have two people occupying the premises. Thus, at least 10 out of 12 units have only one occupant.

13. Robert Shore further testified that he is the owner of Block 38, Lot 1, and that he has approximately 25 parking spaces on his site. He indicated a willingness to give ten (10) parking spaces to the Applicant. Block 38 Lot 1 is utilized by four people who work and use the property. At night, Robert Shore's business parks two (2) trucks on his property. Therefore he has many extra spaces. He understands that this parking agreement will burden his property for many years.

14. On August 29, 2005, Robert Shore testified that the parking area on his property was used as a church parking lot since the building's construction.

15. Don Shuman, a licensed real estate broker, testified on May 2, 2005 that he owned hundreds of apartments over the 40 year period he was a realtor. His experience is that only a single

occupant occupies a one bedroom apartment.

16. Mark Mulligan, Applicant's contractor, discussed the HVAC units and that there would be six (6) condensers per building. Carrier units will put out between 5 to 7 decibels. This is a very low noise level and these units will not be visible from off site.

17. Stephen W. Schwartz, Licensed Architect, testified that transforming the site from an intensive commercial use of electrical supply with outside storage, forklifts, etc, into a residential use would be beneficial and desirable. He described the brick and other materials to be used and how the style blends with other buildings in Flemington. He further described the window details, ceiling heights, light fixtures and other building details. All apartments will have wood flooring throughout the property and bathrooms will be tiled. The basement area is for storage only and not for occupancy by any tenant.

18. Frank Banisch, Professional Planner, described the existing site and structure using Exhibit A-8. He further described existing surrounding uses. Applicant's property is in the transition area between the Main Street business district and the adjoining residential district. Applicant's proposed development would have a commercial use on Main Street and provide a higher density residential use to the rear of the property to lead into the residential uses currently on property to the rear of the property.

19. Applicant's Planner Frank Banisch reviewed the purposes of the Municipal Land Use Law (NJSA 40:55D-2) and testified that the proposal will further in particular sections (2), (a), (c), (d), (e), (g), (i) and (j). Special reasons for the variances, which are positive criteria for the use variance sought, were discussed. Residential apartments on first floor of the proposed development required a use (D) variance. Reasons supporting the granting of the variance for first floor apartments are as follows:

(1) proposed development will visually look commercial to keep the street scape as desired by ordinance. Apartments will face Williams Street.

(2) proposed development will reduce the commercial nature on Williams Street.

Further testimony was provided that residential use along William Street will provide a better transition between the TR-Transitional Residential Zone district to the east encompassing Spring Street which is comprised on one and two family dwellings, to the retail and commercial character of Main Street within the Downtown Business Zone district.

The renovation of the existing building and design of the new structure respect the architectural integrity of the Borough and will revitalize a major corner within the Downtown District. The following section of the NJ Municipal Land Use Law were supported:

NJS 40:55D-2(a) The general welfare is served by the revitalization of this property in a manner which will help to create a vibrant Downtown area with a mix of residential and commercial uses.

NJS 40:55D-2(c) The redevelopment of this property with two separate buildings at a scale in concert with the existing neighborhood is designed to provide for adequate light, air and open space.

NJS 40:55D-2(d) The Borough of Flemington is designated in accordance with the State Development and Redevelopment Plan. The revitalization of this prominent corner within the core area of the Downtown district is in furtherance of the Town Center objectives.

NJS 40:55D-2(e) The size, scale and density of the proposed buildings will contribute to the vitality of the Downtown area in general, and to the stability of the immediate neighborhood in particular.

NJS 40:55D-2(g) The proposed first floor retail unit provides a viable and attractive commercial anchor for the northeast corner of Main Streets while the redevelopment of the William Street portion of the property exclusively for residential use, provides for an appropriate transition to the residential quality in place in this area and to the adjacent Transitional Residential zone district.

NJS 40:55D-2(i) By preserving the important historical characteristics of the existing building and incorporating such considerations into the design of the new building, the proposal will promote a desirable visual environment through creative development techniques and good civic design and arrangement.

NJS 40:55D-2(j) The preservation and restoration of the existing building, listed as a "contributing" structure on the Borough's Historic District Map, serves to promote the conservation of historic sites within the Borough.

20. Negative criteria for use variance to allow residences on first floor of front building on Main Street was met as testimony was presented which indicated there was no substantial detriment to the public good because it fits into commercial nature of Main Street and the residential nature of Williams Street. The inclusion of residential space on the first floor along William Street will not detract from the street scape along Main Street.

21. Applicant's planner further testified as to the variance for floor area ratio in which .35 is required and .59 is

proposed. Applicant must prove that the site can accommodate the floor area ratio requested as a standard for the granting of this type of variance. The site currently has intensive floor area ratio which is not being fully used. In addition the floor area ratio standard in the ordinance is very restrictive for a downtown location. Although testimony was provided for this variance, it was determined that the variance for floor area ratio is not necessary as the ordinance was amended during the pendency of the application to eliminate the floor area ratio requirements.

22. Applicant's planner testified as to the variance for impervious coverage in which 98% currently exists and 92% is requested. Applicant is moving toward conformity. Planting of trees and shrubs in newly "unpaved areas" will be done.

23. Applicant's planner testified that a variance for rear yard setback is necessary in that 50' is required and 3' is provided. This is more consistent than the existing setback.

24. Applicant's planner testified that in support of the parking variance that 600-900 sf apartments will be occupied mainly by one person. There are daytime and nighttime uses. There are nine spaces on site and one additional space will be provided on Main Street (for a total of two). This is a total of ten spaces for 11 apartments. Testimony was provided that the South Side of William Street will provide approximately 15 spaces on Street parking. Retail use requires four (4) parking spaces; residential use requires 20 parking spaces for a total of 24 parking spaces required by ordinance and RSIS standards. Nine (9) are provided on site. This testimony was provided at a hearing before Applicant subsequently amended its application to include Block 38 Lot 1 and 13 spaces on that property.

25. Adjoining property owners asked questions of various witnesses and made comments. On November 7, 2005, the following persons raised issues during the public comment portion of the hearing:

(A) Mrs. Hine line comments there were too many variances, parking is a problem and application is too intensive.

(B) Mr. Schuman comments that approving this application would get people with disposable incomes to move to the center of town and rejuvenate the area.

(C) Theresa Giles comments on parking, trash and maintenance and traffic study.

(D) Mark Legato comments proposal doesn't conform and there are too many variances and the application is too intensive and should be scaled back.

(E) Ruth Altanero was concerned about the effect on the historic building of re-developing it and had comments about

trash and parking.

(F) Lois Stewart comments on "over development of the site", noise from air conditioning units and wants development downsized.

(G) Steve Roll comments on parking, and doesn't want to see the barns dismantled.

(H) Robert Serrige comments there are too many variances.

(I) Jean Arnold doesn't want any new people to move in and apartments are too dense.

(J) Robert Shore supports the project as he thinks it is good for Flemington and is donating 13 spaces for free.

(K) Marie Christoff wants commercial development and doesn't want residential development.

(L) William Vogt, Applicant, comments that he is keeping commercial use facing Main Street, the proposal is a less intensive use than what currently exists and one of the units will be occupied by the superintendent.

NOW THEREFORE, BE IT RESOLVED, BY THE FLEMINGTON BOROUGH PLANNING BOARD, COUNTY OF HUNTERDON AND STATE OF NEW JERSEY, that preliminary site plan approval with variances as set forth herein be and same is hereby approved, subject to the following conditions: (Note: Final site plan approval was not granted; Applicant will apply for final approval when conditions are complied with)

1. All plans will be revised in accordance with memos and reports of the Board's professionals, including but not limited to memo of Robert Miller PE dated 10/3/05 and memo of Carl Hintz PP dated 9/30/05 and the Applicant's testimony at the various hearings.

2. Applicant will make the necessary COAH contribution pursuant to the Borough's growth share ordinance.

3. The parking agreement on Block 38, Lot 1 will be submitted to the Board's professionals for review and approval and shall be recorded prior to any final site plan approval is granted. The parking agreement will run with the land. Parking allocated to Applicant by the owner of Block 38, Lot 1, is to be improved to meet all municipal standards within two years from the issuance of the first Certificate of Occupancy for any apartment unless site plan application for Block 38 Lot 1 incorporating Applicant's spaces has been made.

4. Applicant must obtain the approval of all outside agencies.

5. All air conditioning units will be the quietest noise

level available at the time of construction and specs and locations of air conditioning units must be reviewed and approved by the Planning Board's engineer and planner. No air conditioning units are to be placed in a group larger than three contiguous units.

6. The final trash solution will be dealt with and agreed to by Applicant and board professionals prior to the grant of any final approval. Trash solution shall be in conformance with Board comments and proposals made at hearing on November 22, 2005, which includes the possibility of dividing the trash receptacle area into two areas, one for each building, or having each tenant retain his garbage inside his unit to deposit at the curb for collection on the designated pick up day in accordance with Borough regulations. The ultimate resolution of garbage pick up shall be agreed to between the Applicant and the Board's professionals.

7. Applicant will schedule a pre-construction conference.

8. Applicant must comply with all of the detailed requirements of all of the Flemington Borough Ordinances.

9. Any and all fees properly due and owing the Municipal Planning Board as a result of its hearing of this application must be paid in full.

10. Applicant must adhere to any and all rules, regulations, ordinances or requirements, be they Municipal, County or State, as they pertain to the development which is being approved by virtue of this application.

I hereby certify that this resolution was adopted by the Planning Board of the Borough of Flemington at a meeting held on ^{1/24/06} by a vote of 5 for and 2 against. ~~ABSTAINED~~

Diane Schottman
DIANE SCHOTTMAN, Secretary
Flemington Borough Planning
Board

Date Adopted:

Jan 24, 2006

2006-16
RESOLUTION OF
FLEMINGTON BOROUGH PLANNING BOARD

APPLICATION FOR FINAL SITE PLAN

Applicant: Flemington Electric Supply Co., Inc.
Block 29 Lot 6 and Block 38 Lot 1
138 Main Street

WHEREAS, Flemington Electric Supply Co., Inc. (Applicant) has applied to Flemington Borough Planning Board (Board) for final site plan approval on property located at 138 Main Street, Flemington, which is known as Block 29 Lot 6 and Block 38 Lot 1 on the Flemington Borough Tax Maps; and

WHEREAS, in conjunction final site plan approval, Applicant seeks permanent checklist waivers for items originally waived on the preliminary approval as follows:

- (1) Item 59 - grading not noted on Landscaping Plan
- (2) Item 67 - building isometrics
- (3) Item 68 - Traffic Impact Statement; and

WHEREAS, in conjunction with preliminary and final site plan approval, Applicant seeks checklist waivers for checklist and design items as follows:

- (1) Item No. 59 - grading not noted on Landscaping Plan
- (2) Item No. 67 - building isometrics
- (3) Item No. 68 - traffic impact statement
- (4) Item No. 21 and 53 - Requested "net" and "gross" lot areas and "spot elevations" are provided on the engineer's drawings and are not shown on sheet No. 2, which is signed and certified by Surveyor
- (5) Item No. 44 - plans do not depict existing contour information extending two hundred feet beyond the property boundaries.
- (6) Item no. 50 - plans do not provide details for proposed sanitary sewer extension nor do they provide details of the sanitary sewer manhole improvements or street/trench restoration details required for the project.
- (7) Item no. 54 - various construction details relating to item no. 50 and "sidewalk apron

- improvements across the proposed parking area" and details of the retaining wall are not shown on final plans.
- (8) Item no. 55 - "Curb Profile" of William Street has been added to Sheet no. 4 of the engineer's plans. Permanent waiver granted waiving the necessity of providing street cross-sections and accepting the information provided as being in compliance with this checklist criteria.

WHEREAS, the application was the subject of a public hearing on March 28, 2006, at which appeared Robert Zederbaum PE as engineer for Applicant; and

WHEREAS, no exhibits were submitted and no notice was required; and

WHEREAS, all jurisdictional requirements have been satisfied; and

WHEREAS, the Board has reviewed the submissions from the Applicant and having heard from the Board's professionals with respect to the application, the Board makes the following findings of fact:

1. The Board has jurisdiction to proceed.
2. Applicant's engineer, Robert Zederbaum, presented testimony and reviewed the 3/24/06 letter of Board Engineer Robert Clerico item by item in explanation of Applicant's final site plan proposal.

NOW, THEREFORE, BE IT RESOLVED, BY THE FLEMINGTON BOROUGH PLANNING BOARD, COUNTY OF HUNTERDON AND STATE OF NEW JERSEY, that the following relief be granted:

- (1) Permanent waiver of item No. 59 - grading not noted on Landscaping Plan
- (2) Permanent waiver of item no. 67 - building isometrics
- (3) Permanent waiver of item No. 68 - traffic impact statement
- (4) Waiver for completeness of item no. 21 and 53 - Requested "net" and "gross" lot areas and "spot elevations" are provided on the

- engineer's drawings and are not shown on sheet no. 2, which is signed and certified by Surveyor. In the alternative Applicant could have both surveyors sign Sheet No. 3 and have Mr. Leso sign Sheet No. 4 of the Engineer's drawings.
- (5) Waiver for completeness of item no. 44 - plans do not depict existing contour information extending two hundred feet beyond the property boundaries. Applicant will comply with the deficiencies noted under Item 53 of report of Robert Clerico.
 - (6) Waiver for completeness of item no. 50 - plans do not provide details for proposed sanitary sewer extension nor do they provide details of the sanitary sewer manhole improvements or street/trench restoration details required for the project.
 - (7) Waiver for completeness of item no. 54 - various construction details relating to item no. 50 and "sidewalk apron improvements across the proposed parking area" and details of the retaining wall are not shown on final plans.
 - (8) Permanent waiver of item no. 55 - "Curb Profile" of William Street has been added to Sheet no. 4 of the engineer's plans. Permanent waiver granted waiving the necessity of providing street cross-sections and accepting the information provided as being in compliance with this checklist criteria.
 - (9) Item No. 62 - Sight triangle easement with associated restrictions. These items have been shown on Sheet No. 3 of the plans; it is noted that this item is complete.

NOW, THEREFORE, BE IT RESOLVED, BY THE FLEMINGTON BOROUGH PLANNING BOARD, COUNTY OF HUNTERDON, STATE OF NEW JERSEY, that the final site plan approval be and the same is hereby approved, subject to the following conditions:

1. Applicant will comply with the comments found in the 3/24/06 letter of Robert Clerico PE of Van Cleef Engineering in terms of plan revisions and with regard to checklist items waived temporarily as waivers for completeness to the extent that the

3/24/06 letter was not amended by decisions of the Board during the hearings and/or this resolution.

2. Applicant will comply with conditions no. 1C in that Applicant will provide signage stating "Residential Parking between 5 p.m. and 6 a.m.". Applicant will comply with condition no. 1D in that Applicant will provide a second light with the same configuration as the first light. Applicant will comply with Item No. 1G by providing documentation showing connection to the Borough's water system which remains a condition of final approval. Applicant has complied with Item No. 1I by confirming availability of sewer capacity and water capacity and will provide documentation of same.

3. In relation to condition #6 of preliminary site plan approval Re: trash receptacles and recycling, Applicant will recycle in individual units and tenants will place receptacle by the curb on trash day/recycling day. There will be no outside storage of trash. The leases will state that tenants are responsible for trash receptacles and all recycling will be placed by the curb and retrieved in accordance with Borough ordinances. Applicant will comply with storage of garbage and recycling within the individual units as set forth on Plan Sheet #3 (Note #6).

4. Applicant will comply with additional comments of engineer in relation to No. 4A and 7E, specifically no wall will be constructed until material sample is reviewed and approved by the Planning Board. Details of the wall will be worked out to the satisfaction of the Borough engineer and planner and no construction of the wall will be commenced until a sample of the wall material is physically brought to the Board and approved by the Board. Applicant will comply with details on Plan Sheet #7. Applicant and Board discussed the retaining wall to be 1' or 2' in height and that it could be composed of masonry unit block or tumbled stone.

5. The following items will be completed pursuant to the terms and conditions of the resolution for preliminary site plan approval:

(A) Signage will be added as follows
"Residential Parking between 5 p.m. and 6 a.m."

(B) Second light will have the same configuration as the first.

(C) Details of the sewer main extension along Williams Street will be depicted on the plan and proposal for extending public sewer service to the property in a form that is consistent with the NJDEP criteria and will meet the Board's approval. Applicant will attain a formal agreement with the Borough of Flemington outlining the obligation and timing for the design, permitting and installation of the Williams Street sewer line improvement.

(D) Details of connection to the Borough's water system will remain a condition of approval. Applicant will obtain the appropriate permits from the Borough's water department for connection of these structures.

(E) Board's professional planner will review compliance with the Flemington Affordable Housing to insure that one rental unit shall be an affordable moderate income unit which will also be consistent with N.J. Council on Affordable Housing (COAH) rules and regulations.

(F) Applicant will comply with the landscaping plan and reasonable requests for field changes by the Borough Planner or landscape architect after on-site inspections. Landscaping plan will be approved by Borough Planner prior to any final sign off of final site plan.

6. Loading area requirements associated with the retail component of the project will be waived and no further action is required upon adoption of the within resolution.

7. All setback variance relief granted by preliminary site plan approval will remain in full force and effect.

8. Applicant will comply with note included on Applicant's plans specifically Note #7 on Plan Sheet #3, as follows: "the owner of Block 29, Lot 6 will negotiate with the owner of Block 29, Lot 5 for a "cross access easement" in the event an application for development is filed for block 29 Lot 5.

9. Applicant will receive approval of all outside agencies, including but not limited to re-certification by the Hunterdon County District of Soil Erosion and Sediment Control.

10. All plans will be drawn pursuant to Applicant's and its professionals' testimonies and pursuant to the Board's professionals testimonies and review letters. All final plans will be drawn to the satisfaction of the Borough Engineer and other Board professionals.

11. Applicant must comply with all of the detailed requirements of all of the Flemington Borough Ordinances.

12. Any and all fees properly due and owing the Municipal Planning Board as a result of its hearing of this application shall be paid in full when due and also any Council on Affordable Housing (COAH) developer contribution.

13. Applicant must adhere to any and all rules, regulations, ordinances or requirements, be they Municipal, County or State, as they pertain to the development which is being approved by virtue of this application.

I hereby certify that this resolution was adopted by the Planning Board of the Borough of Flemington at a meeting held on _____ by a vote of 4 for and 3 abstained ~~against~~.

Diane L. Schottman
DIANE SCHOTTMAN, Secretary
Flemington Borough Planning
Board

Date Adopted: July 6, 2006



20130521000188860 1/4
 05/21/2013 12:13:47 PM DOT
 Bk: 2309 Pg: 641
 Mary H. Melfi
 Hunterdon County Clerk

Prepared by:

Steven Firkser, Esq.

**Deed Restriction
 (Affordable Housing – Rental Property)**

THIS DEED RESTRICTION, entered into as of this the ^{20th MAY} day of ~~April~~, 2013, by and between NORWESCAP, Inc., 350 Marshall Street, Phillipsburg, New Jersey ("Administrative Agent"), or its successor, acting on behalf of the BOROUGH OF FLEMINGTON, 38 Park Avenue, Flemington, New Jersey 08822 ("Municipality"), and FLEMINGTON ELECTRIC SUPPLY COMPANY, INC., A New Jersey corporation having offices c/o William Vogt, Don Shuman Associates, Inc., 130 Main Street, Flemington, New Jersey 08822 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of a portion of the land, and a portion of the improvements thereon, that is located in the municipality of Flemington, County of Hunterdon, State of New Jersey, and described more specifically as Block No. 29 Lot No. 6, and known by the street address:

138 Main Street and 2 Williams Street
 Flemington, New Jersey

More specifically designated as:

Unit No. 1, located at 2 Williams Street, Flemington, New Jersey (the "Property Unit").
 The Property Unit is a one-bedroom unit reserved for a moderate-income household.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon

the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property Unit shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property Unit that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property Unit must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair

Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

ADMINISTRATIVE AGENT:

NORWESCAP, INC.

By: Terry Newhard
Terry Newhard, Chief Executive Officer/
Executive Director

OWNER

FLEMINGTON ELECTRIC SUPPLY
COMPANY, INC.

By: William Vogt
William Vogt, President

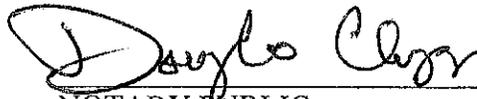
APPROVED BY:
BOROUGH OF FLEMINGTON (Municipality)

By: Erica Edwards
Erica Edwards, Mayor

ACKNOWLEDGEMENTS

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

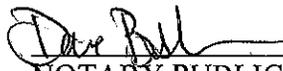
On this the 15th day of ~~April~~ ^{May}, 2013 before me came Terry Newhard, to me known and known to me to be the Chief Executive Officer / Executive Director of NORWESCAP, INC., Administrative Agent for the Borough of Flemington, who states that she has signed said Agreement on behalf of said Municipality for the purposes stated therein.


NOTARY PUBLIC

DOUGLAS G. CLEGG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/21/2017

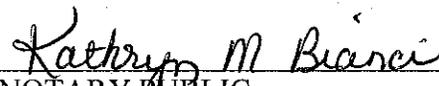
STATE OF NEW JERSEY
COUNTY OF HUNTERDON

On this the 20th day of April, 2013 before me came William Vogt, to me known and known to me to be President of Flemington Electric Supply Company, Inc., the Owner of the Property, who states that he is authorized to deliver this Agreement as President of Flemington Electric Supply Company, Inc and he has signed said Agreement for the purposes stated therein as the voluntary act and deed of the corporation.


NOTARY PUBLIC COMMISSION EXPIRES: 05/23/17

STATE OF NEW JERSEY
COUNTY OF HUNTERDON

On this the 20th day of ~~April~~ ^{May}, 2013 before me came Erica Edwards, known and known to me to be Mayor of the Borough of Flemington, the Municipality identified as such in the foregoing Agreement, who states that she is duly authorized to execute said Agreement on behalf of said Municipality, and that she has so executed the foregoing Agreement for the purposes stated therein.


NOTARY PUBLIC

KATHRYN M. BIANCI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 7, 2015

20130521000188860 4/4
05/21/2013 12:13:47 PM DOT
Recording Fee: \$8.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
ASB11

RP
Flem. Borough
38 Park Ave
Flem. NJ 08822
1371599.



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- [Plan](#)
- [Projects](#)
- [RCA/Partner](#)
- [Service List](#)
- [Trust Fund](#)
- [Spending Plan](#)

Project Counts

Municipality: FLEMINGTON BORO, HUNTERDON County - Muni Code: 1009
 Round: 3.1, Version: Petition, Status: Certified - Monitoring
 Project Name: Flemington Electric
 Project Number:

											Monitoring				
			Affordable Units	Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits	
		Category		Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved
		New Construction (& Gut Rehab)	1				1	1	1	1					
		Completed New	1				1		1						
		Rehab													
		Completed Rehab													
		Unmet Need Units													
		Under Construction													
		Age Restricted													
		Family	1				1		1	1					
		Spec Needs BR Non-Age													
		Spec Needs BR AgeRest													
		Spec Needs Units Non-Age													
		Spec Needs Units AgeRest													
		Very Low Income - 30%													
		Very Low Rental - 35%													
		Low Income													
		Moderate Income	1				1		1	1					
		Rental	1				1		1	1					
		Sale													
		Efficiency													
		1 Bedroom	1				1		1	1					1
		2 Bedroom													
		3 Bedroom													
		Townhouse													

Project Category List

	Accessible													
	Adaptable													
	Adapted													
	Total AHU:									1				

											Monitoring												
											Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits		
											Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved	
Category											Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved	
Bonus - Rental Family																							
Bonus - Rental Age																							
Bonus - Rental Supp Hsg																							
Bonus - Rental Spec Needs																							
Bonus - Rental Total											0	0	0	0	0	0	0	0	0	0	0	0	
Bonus - VLI																							
Bonus - Compliance														1		1						1	1
Bonus - Smart Growth																							
Bonus - Redevelopment																							
Total Bonuses											0	0	0	1	0	1	0	0	0	0	0	1	1
Extension of Controls																							
Excess Age Restricted																							
Surplus - Credits																							
Surplus - Rental Bonus																							
Surplus - VLI Bonus																							



12. MAIN AND SPRING STREET REDEVELOPMENT DOCUMENTATION

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

BOROUGH OF FLEMINGTON
as Redevelopment Entity

AND

FLEMINGTON CENTER URBAN RENEWAL, LLC
as Redeveloper

THIS REDEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this 12th day of April , 2017 (the “**Effective Date**”), by and between **THE BOROUGH OF FLEMINGTON** (the “**Borough**”), a municipal corporation and body politic of the State of New Jersey, having its offices at 38 Park Avenue, Flemington, New Jersey 08822 and **FLEMINGTON CENTER URBAN RENEWAL, LLC**, a limited liability company authorized to conduct business within the State of New Jersey and having a business office located at 5 Bartles Corner Road, Flemington, New Jersey 08822 (the “**Redeveloper**”) (together the “**Parties**” and individually a “**Party**”).

WHEREAS, pursuant to Borough Council Resolution 2010-94, adopted June 14, 2010, the Borough Council designated the Union Hotel property, located at 70-76 Main Street, Flemington, and identified as Block 22, Lot 4 on the Borough of Flemington Tax Map (the “**Initial Redevelopment Area**”), as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.* (the “**Redevelopment Law**”); and

WHEREAS, pursuant to Ordinance 2010-14, adopted on October 25, 2010, the Borough Council adopted the Union Hotel Redevelopment Plan; and

WHEREAS, pursuant to Borough Council Resolution 2014-44, adopted February 10, 2014, the Borough Council designated the area south of the Union Hotel property, inclusive of properties located at 78 Main Street, 80 Main Street, 82 Main Street, 90-100 Main Street, 104 Main Street, 110 Main Street, 7 Spring Street, 19 Spring Street, 3 Chorister Place and 6 Chorister Place, identified on the Borough Tax Map as Block 22 Lots 5, 6, 7, 8, 9, 10 and 12 and Block 23, Lots 1 and 7 as an area in need of redevelopment pursuant to the Redevelopment Law (such properties, together with the Initial Redevelopment Area, is the “**Redevelopment Area**”) and, subsequently, on March 7, 2014, the Borough enacted an ordinance adopting a redevelopment plan for the Redevelopment Area (the “**2014 Redevelopment Plan**”); and

WHEREAS, two redevelopers had been designated to implement the redevelopment project to rehabilitate, restore and reopen the Union Hotel for restaurant and hotel uses, neither of which redevelopers was able to successfully finance and implement such projects; and

WHEREAS, the Union Hotel and other properties within the Redevelopment Area had been the subject of litigation that threatened to substantially complicate and delay any plans to proceed with redevelopment efforts for the Redevelopment Area; and

WHEREAS, the Borough has determined that, in order for the redevelopment of the Redevelopment Area to be successful and have the desired impact on the Borough’s downtown, it must address multiple uses beyond hotel and residential uses by including uses such as retail, educational, cultural and medical (the “**Non-residential Uses**”); and

WHEREAS, such Non-residential Uses are critical to the Borough’s efforts to arrest and reverse the lack of proper development in the Redevelopment Area and entire downtown as envisioned by the Redevelopment Law; and

WHEREAS, the inclusion of such Non-residential Uses was highlighted in the 2014 Hunterdon County Comprehensive Economic Development Strategy document which emphasized the need for niche retail services (personal services, restaurants, etc.), health care related uses and higher education facilities as key areas for growth in Hunterdon County; and

WHEREAS, the County and Borough have limited areas for developing such uses due to the scarcity of developable land not encumbered by the Highlands Area Master Plan; and

WHEREAS, the Borough further believes that the development of these uses should occur within its downtown where the infrastructure already exists; and

WHEREAS, the Borough has directed the Redeveloper to incorporate all of such uses in the redevelopment project; and

WHEREAS, in furtherance of such direction, and in order to limit the potential for continued litigation and litigation delays, the Redeveloper has been negotiating with various parties involved in the litigation and with interests in Union Hotel and other properties in the Redevelopment Area toward the potential acquisition of such properties in the Redevelopment Area and interests relevant to the redevelopment of the Redevelopment Area; and

WHEREAS, Redeveloper's efforts could avert a significant loss of further time and effort that could result from continuing disputes and litigation and more expeditiously enable a project for the redevelopment of the Redevelopment Area without being further delayed by litigation; and

WHEREAS, in addition to such efforts the Borough and Redeveloper have determined that it is necessary for the effective redevelopment of the Redevelopment Area to "square off" the portion of the Redevelopment Area located on Block 22 to include Lots 13 and 14 (23 Bloomfield Avenue and 21 Bloomfield Avenue) and add Lots 1, 2, 3 and 5 across the street therefrom on Block 24 (2 Spring Street, 8 Spring Street, 12 Spring Street) (collectively, the "**Additional Property**" and, together with the Redevelopment Area, the "**Expanded Redevelopment Area**"); and

WHEREAS, as described above the Additional Property is an essential element of Borough's vision for the area and the Redeveloper's development proposal and therefore it is critical that the Additional Property be designated as an area in need of redevelopment and included in an amendment to the 2014 Redevelopment Plan; and

WHEREAS, Redeveloper has proposed a Project for the Expanded Redevelopment Area that meets the Borough's goals for the redevelopment of the Redevelopment Area; and

WHEREAS, Redeveloper's efforts described above demonstrate a high level of commitment and seriousness to pursue implementation of its proposed development concepts for the Expanded Redevelopment Area; and

WHEREAS, *N.J.S.A.* 40A:12A-8 (e) and (f) authorize the Borough Council, as the redevelopment entity, to enter into contracts or agreements for the planning, construction and undertaking of development projects and redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, on February 22, 2016 and August 22, 2016, Redeveloper appeared before the Mayor and Council of the Borough and the public and discussed its proposal for the development of the Expanded Redevelopment Area and its credentials to demonstrate its ability to perform as a redeveloper for the Expanded Redevelopment Area; and

WHEREAS, it is now the intention of the Parties to enter into this Agreement to further define and memorialize the respective obligations of the Parties with regard to proceeding with the redevelopment of the Expanded Redevelopment Area.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements 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 agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms.

The Parties agree that, unless the context otherwise specifies or requires, in addition to the terms defined above, the following terms shall have the respective meanings specified below and such definitions shall be applicable equally to the singular and plural forms of such terms.

2014 Redevelopment Plan is defined in the recitals to this Agreement.

Additional Property is defined in the recitals to this Agreement.

Affected Party is defined in Section 7.8.

Affiliate means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, such Person.

Agreement is defined in the preamble to this Agreement.

Applicable Law means any and all federal, state, county and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, Governmental Approvals, and similarly binding authority, applicable to the Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

Application is defined in Section 3.2(a).

Borough is defined in the preamble to this Agreement.

Borough Costs is defined in Section 4.6(a).

Borough Ordinances means the ordinances of the Borough of Flemington.

Business Day means any day other than a Saturday, a Sunday, or a day on which banks generally and public offices are not open under the laws of the State of New Jersey.

Certificate of Completion means a written certificate issued by the Borough in accordance with Section 4.3, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to a certain Phase of the Project or the entire Project, as applicable, whose issuance shall serve to release the relevant Phase of the Project or the entire Project, as applicable, and Redeveloper from all terms, obligations and conditions contained in this Agreement and in the Applicable Law.

Certificate of Occupancy is as defined in the Uniform Construction Code at *N.J.A.C.* 5:23.1.4, and as may be issued by the Borough relative to a particular Phase of the Project or the entire Project, as applicable, indicating that such Phase of the Project or the entire Project, as

applicable, has been Completed in accordance with the construction permit, the Uniform Construction Code and any Applicable Law.

Claims is defined in Section 9.1.

Commencement of Construction means the beginning of vertical construction.

Completion, Complete or Completed means (i) that all work related to a Phase or the entire Project, has been Completed, acquired and installed in accordance with the terms of this Agreement, the Redevelopment Plan and any amendments thereto, and in compliance with all Applicable Law so that the developed Expanded Redevelopment Area may be used and operated under the applicable provisions of this Agreement, and (ii) that all Governmental Approvals required for the Expanded Redevelopment Area are in full force and effect. Completion shall be evidenced by the issuance of a Certificate of Completion.

Concept Plan is as shown in **Exhibit A**.

Control (including the correlative meanings of the terms “Controlled by” and “under common Control with” and “Controlling”) means with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

Declaration is defined in Section 6.3(a).

Deeds means the deeds transferring title to the Expanded Redevelopment Area or any portion thereof.

Effective Date is defined in the preamble to this Agreement.

Event of Default is defined in Section 7.1.

Event of Force Majeure is defined in Section 7.8.

Expanded Redevelopment Area is defined in the recitals to this Agreement.

Financial Agreement means an agreement entered into in accordance with *N.J.S.A. 40A:20-1, et seq.* or *N.J.S.A. 40A:21-1, et seq.*

Force Majeure is defined in Section 7.8.

Foreclosure means that event in which a Holder forecloses its mortgage secured by the Expanded Redevelopment Area, or part thereof, or takes title to the Expanded Redevelopment Area, or part thereof, by deed-in-lieu of foreclosure or similar transaction.

Governmental Approval(s) means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any Governmental Body having jurisdiction necessary

to implement and Complete the Project or any Phase in accordance with the Redevelopment Plan, Applicable Law and this Agreement.

Governmental Body means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government.

Historic Sites Council is defined in *N.J.A.C. 7:4-1.3*.

Holder means a mortgagee or its Affiliate providing financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project or any Phase.

Impositions means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for Public Improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Expanded Redevelopment Area or on any of the Improvements constructed thereon.

Improvements means all buildings, structures and appurtenances including, without limitation, facilities and amenities, telecommunications equipment, surface parking or a structured parking facility, infrastructures, roads, fill, utilities, catch basins, curbs, site lighting, traffic striping, signage and demarcations, fire hydrants, retaining walls, sidewalks, walkways, landscaping, open space treatments and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Expanded Redevelopment Area and the streets immediately abutting the Expanded Redevelopment Area.

Indemnified Parties is defined in Section 9.1.

Initial Redevelopment Area is defined in the recitals to this Agreement.

LSRP is defined in Section 6.1(i).

Municipal Land Use Law shall mean the New Jersey Municipal Land Use Law, *N.J.S.A. 40:55D-1, et seq.*

NJDEP means the New Jersey Department of Environmental Protection established pursuant to *N.J.S.A. 13:1D-9, et seq.*

New Jersey State Historic Preservation Office means the Historic Preservation Office as defined in *N.J.A.C. 7:4-1.3*.

Non-residential Uses is defined in the recitals to this Agreement.

Notice of Default is defined in Section 7.1(a).

Option A is defined in Section 4.4(c).

Option B is defined in Section 4.4(c).

Party and Parties are defined in the preamble to this Agreement.

Permitted Transfer is defined in Section 13.2.

Person means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or partnership, trust, unincorporated association, institution, public or Governmental Body or any other Person.

Phase means a building or component of the Project as set forth in **Exhibit A** or as determined pursuant to any approved phasing plan.

Planning Board means the Borough of Flemington Planning Board, pursuant to *N.J.S.A. 40:55D-23*.

Preliminary and Final Site Plan Approval means Preliminary Approval as defined in *N.J.S.A. 40:55D-6* and Final Approval as defined in *N.J.S.A. 40:55D-4*.

Progress Meeting is defined in Section 4.1.

Progress Report is defined in Section 4.1.

Project means the development of the Improvements, as more specifically described in the Concept Plan and in Redeveloper's Application for Site Plan approval to be filed with the Planning Board pursuant to the terms set forth in this Agreement.

Project Schedule means the schedule attached hereto as **Exhibit B**.

Public Improvements means streets, grading, pavement, gutters, curbs, sidewalks, street lighting, surveyors' monuments, water mains, culverts, storm and sanitary sewers, drainage structures, erosion control and sedimentation devices, open space, and landscaping required under Site Plan approval memorialized by the Planning Board that will be dedicated to the Borough pursuant to Applicable Law.

Qualified Entity is defined in Article 2.6.

Redeveloper is defined in the recitals to this Agreement.

Redevelopment Area is defined in the recitals to this Agreement.

Redevelopment Law is defined in the recitals to this Agreement.

Redevelopment Plan means the 2014 Redevelopment Plan and any amendments thereto as provided for in this Agreement including any amendments required upon the expansion of the Redevelopment Area to be the Expanded Redevelopment Area.

Site Plan is defined in *N.J.S.A. 40:55D-7*.

Spill Act means the Spill Compensation and Control Act pursuant to *N.J.S.A. 58:10-23.11*, *et seq.*

Uniform Commercial Code means *N.J.S.A. 12A:1-101*, *et seq.*

United State Bankruptcy Code means 1 *U.S.C. 1*, *et seq.*

1.2 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after the Effective Date.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Unless otherwise noted, the terms “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.”

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Any references to Articles and Sections in this Agreement shall be deemed to be references to the Articles and Sections in this Agreement except or unless the context or express terms of this Agreement may otherwise provide, specify or dictate.

(e) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than thirty (30) days, unless the context dictates otherwise.

(f) The word “days” as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day.

(g) Any reference to Applicable Law shall be read to mean as the Applicable Law, as amended from time to time, except where Redeveloper’s obligation to comply was satisfied prior to the amendment.

(h) The recitals hereto contain statements of fact and/or expressions of intention and are incorporated into and made part of the substance of this Agreement.

ARTICLE 2
DESCRIPTION OF PROJECT

2.1 Redevelopment Area and Expansion of Redevelopment Area. Redeveloper and Borough agree and acknowledge that effective redevelopment of the Redevelopment Area requires that the Redevelopment Area be expanded to include the Additional Property and that such expansion of the Redevelopment Area is required for the Redeveloper to undertake its obligations hereunder. Accordingly, the Parties will cooperate to expand the Redevelopment Area and amend the Redevelopment Plan to include the Expanded Redevelopment Area. It is expressly understood and acknowledged by the parties, however, that the execution of this Agreement does not apply to or impact any properties in the Expanded Area unless and until such properties are duly-designated as an area in need of redevelopment and a redevelopment plan is adopted, pursuant to the Redevelopment Law.

2.2 Purpose; Designation as Redeveloper. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Borough and Redeveloper in connection with the development of the Expanded Redevelopment Area by Redeveloper. The Borough hereby affirms and agrees that Redeveloper is designated and appointed as the exclusive redeveloper of the Redevelopment Area and shall be designated as the Redeveloper of the Expanded Redevelopment Area, upon the adoption of a redevelopment plan for the Expanded Area. In connection with such designation and appointment, Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Redevelopment Area and, once designated, shall have the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Expanded Redevelopment Area as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Expanded Redevelopment Area will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan. Further, the Borough agrees that, absent an Event of Default by Redeveloper or with respect to any Holder's rights, it will not negotiate for the provision of another redeveloper or developer for the Expanded Redevelopment Area or any portion thereof.

2.3 The Project. The Project encompasses the entire Expanded Redevelopment Area. The Project shall be designed in accordance and conformance with the Concept Plan, the Redevelopment Plan and Applicable Law. In the event of a conflict between the Concept Plan and the Redevelopment Plan, the latter shall be controlling.

2.4 Phases and Project Schedule. The Project may be developed in Phases, subject to the Borough's approval, which shall not be unreasonably withheld. The Borough hereby approves the Phases set forth in **Exhibit A**.

2.5 Development Milestones. Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule, subject to relief resulting from (a) mutually agreed upon extensions to the Project Schedule by the Redeveloper and the Borough or (b) by an Event of Force Majeure. If Redeveloper intends to claim reliance upon an Event of Force Majeure as a basis for its failure to comply with the Project Schedule, Redeveloper shall

give written notice to the Borough pursuant to Section 7.9, setting forth in detail the reasons for delay and requesting an extension of such date, which extension the Borough shall not unreasonably deny if it determines that the alleged Event of Force Majeure exists in accordance with Article 7. The Borough shall consider requests by Redeveloper to extend the Project Schedule or any portion thereof for reasons that do not constitute an Event of Force Majeure, such as significantly adverse market conditions, which request the Borough shall not unreasonably deny upon satisfaction that requiring Redeveloper to proceed under the circumstances would be economically or practically infeasible.

2.6 Qualified Entities.

(a) Redeveloper of Project. The Project or any Phase will, at Redeveloper's option, be developed, in whole or in part, by (i) Redeveloper, (ii) any Person to which Redeveloper and/or any Affiliate of Redeveloper is the sole beneficial owner, or (iii) any Person to which Redeveloper and/or any Affiliate of Redeveloper are collectively the sole beneficial owners, subject to the review of the Borough.

(b) Qualified Entity Defined. A "**Qualified Entity**" is a Person which has demonstrated to the satisfaction of the Borough that it meets the following:

- (i) It is able to comply with the terms of this Agreement and expressly assumes all the obligations hereunder;
- (ii) No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such Person, or any partnership in which such Person was or is a general partner or any Person in which such Person was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of ten percent (10%) (and, in the case of an involuntary proceeding, such proceeding has not been terminated within sixty (60) days of its commencement) within the ten (10) full calendar years preceding the date of submission of such Person's application for consideration as a Qualified Entity;
- (iii) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and members of such Person, is not a target of or a potential witness in a criminal investigation;

- (iv) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the Borough or Redeveloper which has been terminated due to an Event of Default by such Person or which is currently the subject of a dispute in which the Borough or Redeveloper alleges such Event of Default, nor is such Person an adverse party in any currently pending litigation involving the Borough or Redeveloper;
- (v) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision;
- (vi) Such Person and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any Borough, state, or federal ethics law and entering into this Agreement will not cause any such violation or result in a conflict of interest; and
- (vii) Such Person shall comply with any other conditions that the Borough may find reasonably necessary in order to achieve and safeguard the purposes of the Redevelopment Plan.

(c) Redeveloper as Qualified Entity. Redeveloper represents and warrants herein that it meets the above criteria for a Qualified Entity and, based upon such representations and warranties, upon which the Borough relies in entering into this Agreement, Redeveloper is hereby deemed a Qualified Entity.

(d) Qualified Entity Approval Process. In the event that the Redeveloper seeks to assign or transfer any interest in any Phase or the Project that is not deemed a permitted transfer under Section 13.2, Redeveloper shall provide written notice to the Borough of any Person which Redeveloper desires be approved by the Borough as a Qualified Entity. Within thirty (30) calendar days after the date of such notice from Redeveloper, the Borough shall provide written notice to Redeveloper either (i) requesting additional information concerning the proposed Person, (ii) approving such Person as a Qualified Entity, or (iii) refusing to approve of such Person as a Qualified Entity, setting forth the basis for such denial. Approval by the Borough of a Person as a Qualified Entity shall authorize such Person to be considered a Redeveloper or hold a beneficial interest in Redeveloper. In the event of a denial by the Borough of a Person as a Qualified Entity as provided above, or in the event the Borough requests additional information, Redeveloper may resubmit its request to the Borough that the subject Person be approved as a Qualified Entity and Redeveloper shall in such resubmitted request set forth additional information

and/or such reasons that demonstrate why Redeveloper believes the subject Person to be a Qualified Entity. Within fifteen (15) calendar days after the date of such further request from Redeveloper, the Borough shall provide written notice to Redeveloper stating whether the Borough approves of such Person as a Qualified Entity and, if the Borough does not approve of such Person as a Qualified Entity, the basis for such denial.

ARTICLE 3
**PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATIONS FOR
REDEVELOPMENT OF PROJECT**

3.1 Procedures; General. In order to facilitate the development and implementation of a mutually acceptable design, Site Plan and technical approach for the Project, the Parties have established the procedures set forth in this Article 3 for the following review and approval process. The process shall consist of an Application to the Borough and the Planning Board for review and approval of a Site Plan for the Project or any Phase, as set forth in detail below. The development process shall be in accordance with the Redevelopment Law and the Municipal Land Use Law. Nothing herein is intended to restrict the exercise of the Planning Board's governmental authority with respect to applications for Site Plan approval under duly adopted rules and regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to the Land Use Law. This procedure shall be used for all development applications by Redeveloper. As of the Effective Date, the Borough has conceptually approved the Concept Plan and, absent any deviations or waivers approved by the Borough pursuant to Section 3.2, the Application shall be consistent with the Concept Plan. Notwithstanding the foregoing, Redeveloper shall have the right to begin cleanout work, environmental and structural studies and testing upon the Expanded Redevelopment Area; this shall not include the right or authorization to demolish any structures within the Expanded Redevelopment Area, except as otherwise expressly authorized hereunder in Article 12.

3.2 Application for Project.

(a) Application. Redeveloper shall submit first to the Borough for a pre-application review pursuant to Section 3.2(c) and, after Borough approval of same, to the Planning Board an application for Site Plan approval of a proposed development pursuant of this Agreement (the "**Application**"), which Application must be deemed Complete by the Planning Board in accordance with its checklist and Borough Ordinances. The Application shall consist of submission of a report and required architectural and civil engineering plans.

(b) Redevelopment Plan Application Requirements. The Application shall also include information sufficient to determine compliance with applicable provisions of the Redevelopment Plan encompassing the following:

- (i) Plans depicting existing rights-of-way and easements in the portions of the Expanded Redevelopment Area that are the subject of the Application.
- (ii) Architectural renderings of the proposed development.
- (iii) Plans noting the use, location, plan area, setbacks, height and bulk of all existing and proposed structures within the portions of the Expanded Redevelopment Area that are the subject of the Application and their consistency with the Redevelopment Plan.

- (iv) Plans showing vehicular parking and loading areas and a layout of pedestrian and vehicular circulation patterns in relation to the buildings that are the subject of the Application.
- (v) Landscape plans sufficient to show general design concepts, including but not limited to lighting and signage design.
- (vi) A schedule that generally reflects the phasing of construction, as necessary and within the time period(s) set forth in the Project Schedule.
- (vii) A list of any requirements in the Redevelopment Plan from which Redeveloper seeks design waiver relief and the basis upon which such relief is requested.
- (viii) Such other information as may be reasonably required of the professionals employed by the Planning Board in writing no later than five (5) calendar days prior to any hearing before the Board on the Application, so as to afford Redeveloper an adequate opportunity to review and respond to such reports prior to the aforesaid Board hearing.

(c) Concept Review. Prior to making formal Site Plan Application to the Planning Board, the Redeveloper shall submit to the Borough, in concept form, the items in Sections 3.2(b)(i) through (vii) so that the Borough may confirm that same is consistent with the Redevelopment Plan. The Borough, within thirty (30) days of submission of the plans by the Redeveloper, shall conduct a review and advise Redeveloper in writing as to whether the submission is consistent with the Redevelopment Plan or whether revisions must be made in accordance with the Redevelopment Plan.

(d) Cooperative Technical Review. In order to proceed with the Project as expeditiously as possible, and to minimize the costs to both Parties, as well as avoid duplication in the review process and unnecessary delay, there shall be one technical review, which shall be performed by the Borough and its professional staff at the time of the Concept Review on behalf of the Borough and the Planning Board. Additional technical reviews may occur if revisions are made to the Site Plan. Redeveloper shall, prior to submission of an Application and in the course of preparing the plans and reports referred to in Section 3.2(b), consult with the consultants and/or professionals of the Borough to review the Application(s). Such consultation may occur by way of conferences, written inquiries or informal communications and shall occur as frequently as is reasonably necessary to assure that such plans and reports comply with the Redevelopment Plan, Borough Ordinances, regulations, zoning, and all other criteria that will be used by the Planning Board to determine whether the Application(s) will receive Preliminary and Final Site Plan Approval.

(e) Development and Design Concepts. It is acknowledged by Redeveloper that certain specific exterior elements of the Project as shall be approved by the Borough and its consultants, including but not limited to exterior building materials, quality of exterior finishes and designs, exterior architectural elements, and landscaping features, are material consideration for the Borough's approval of the Project and Redeveloper is obligated under this Agreement to construct the Project in accordance with such specific or similar/equivalent exterior elements and/or materials as have been approved. Redeveloper shall not deviate in any substantial way from such specific exterior elements or substitute any such specific materials without the Borough's express written approval, which shall not be unreasonably withheld.

Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Borough, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts physically or economically impractical. Any substantial modifications shall be subject to the review and approval of the Borough, which approval shall not be unreasonably withheld. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the Borough for consistency with the Redevelopment Plan and approved by the Borough prior to filing for same before the Planning Board.

3.3 Other Governmental Approvals. It is acknowledged by both Parties that it may be necessary for Redeveloper to obtain Governmental Approvals or permits from other Governmental Bodies in order to undertake the development of the Project. Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and Governmental Approvals for the Project in a timely fashion and utilizing commercially reasonable efforts. The Borough agrees to provide any pertinent information in its possession and to provide any reasonable assistance which may be required of it to enable Redeveloper to properly apply for and obtain such permits or Governmental Approvals in a timely fashion, including making applications in the name of the Borough if deemed necessary for such approval or permit or if required by Applicable Law. The Borough agrees to support and endorse any applications for any Governmental Approvals required for the Project. Redeveloper shall report to the Borough on a monthly basis the status of such applications and Governmental Approvals.

3.4 New Jersey State Historic Preservation Office Approval. Redeveloper shall be responsible for preparation of the materials and application for project authorization on behalf of the Borough for approval of demolition of any structures that may be subject to review and authorization of the New Jersey State Historic Preservation Office and/or the Historic Sites Council, as may be required under Applicable Law. Such application(s) may be submitted either by the Borough or, in the Borough's discretion, by the Redeveloper after receipt of the Borough's written authorization to proceed. The Borough agrees to submit written or oral testimony in support of the application when the application is heard before the Historic Sites Council and to otherwise cooperate with Redeveloper's efforts in this regard.

ARTICLE 4
CONSTRUCTION OF PROJECT

4.1. Progress Reports and Progress Meetings. Redeveloper shall submit to the Borough a quarterly report in writing concerning the actual progress of Redeveloper with respect to the implementation and construction of the Project, including ongoing updates concerning efforts to market and lease portions of the Project to tenants and end users and Redeveloper's progress toward leasing of residential and nonresidential space (the "**Progress Report**"). Other than statutorily required Uniform Commercial Code construction inspections, employees or representatives of the Borough shall not enter onto the Expanded Redevelopment Area or inspect the Project without prior written consent of the Redeveloper, which consent shall not be unreasonably withheld. Notwithstanding, the Borough shall have the right, upon reasonable notice, to inspect any work including deviations approved pursuant to Section 3.2. Upon the request of the Borough, Redeveloper and any necessary consultants and professionals shall meet with the Borough to report on its progress or to address any concerns the Borough has based upon its review of any Progress Report (the "**Progress Meeting**").

4.2. Suspension of Construction. Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project or Expanded Redevelopment Area, except for the occurrence of an Event of Force Majeure, as set forth in Article 7.

If Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of one hundred twenty (120) consecutive days for reasons other than an Event of Force Majeure, and the suspension or abandonment is not cured, remedied or explained to the satisfaction of the Borough, in its sole discretion, in writing within fifteen (15) calendar days after written demand by the Borough to do so, then such shall constitute an Event of Default by Redeveloper under this Agreement and the Borough shall have the right to seek any remedies pursuant of this Agreement.

4.3. Certificates of Occupancy and Certificate of Completion.

(a) Certificate of Occupancy. Upon Completion of the construction of the Project and/or Phase, as may be applicable, in accordance with the Governmental Approvals, Redeveloper may apply to the Borough for a Certificate of Occupancy for the Project or Phase that has been Completed.

(b) Certificate of Completion. Upon Completion of the entire Project and/or a Phase, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Law, the Borough shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Agreement and has Completed construction of the Project or Phase in accordance with the requirements of the Applicable Law, the Redevelopment Plan and this Agreement. The Certificate of Completion shall constitute a recordable

conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to Redeveloper's construction of the Project or Phase. Upon issuance of a Certificate of Completion (a) the agreements, restrictions, and covenants set forth in Section 6 shall cease and terminate, except for those covenants and restrictions set forth in Section 6 which shall survive in accordance with the terms of Section 6 for the Project and/or a Phase, (b) the conditions determined to exist at the time the Expanded Redevelopment Area was designated as in need of redevelopment shall be deemed to no longer exist for the Project and/or a Phase, and (c) the land and Improvements constituting the Completed Project and/or a Phase within the Expanded Redevelopment Area shall no longer be subject to eminent domain based upon such conditions. If the Borough shall fail or refuse to provide the Certificate of Completion within twenty (20) days after written request by Redeveloper, the Borough shall provide to Redeveloper a written statement setting forth in detail the respects in which it believes that Redeveloper has failed to Complete the Project or Phase, or portion thereof, in accordance with the provisions of this Agreement or otherwise has committed an Event of Default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, Redeveloper may record it in the Hunterdon County Clerk's office.

4.4 Utility and Public Improvements.

(a) On-Site Utilities. On-site utility services, including but not limited to telecommunications, water, sewer, gas and electric shall be the sole responsibility of Redeveloper. The cost for utility upgrades and installations required as a result of the construction of the Project shall be the sole responsibility of Redeveloper.

(b) Public Improvements. The Project will require some Public Improvements. The Parties agree that the Redeveloper shall be solely responsible to undertake, install and/or construct such Public Improvements that are included in the plans submitted for Preliminary and Final Site Plan Approval and any additional Public Improvements required by the Preliminary and Final Site Plan Approval.

(c) Water and Sewer. The Borough represents that it currently has sufficient water and sewer capacity and necessary easements to support the Phase I Block 22 portion the Project but the construction of the Project will utilize the current reserved capacity and the remainder of the Project will require construction of additional wells and infrastructure. The Redeveloper shall be responsible for up to Two Million Dollars (\$2,000,000.00) of the cost to increase the amount of available water by the amount required for the Project. By way of example, if the Project requires Eighty-Five Thousand gallons per day (85,000 GPD) the Redeveloper shall be responsible for up to Two Million Dollars (\$2,000,000.00) of the cost to generate an additional Eighty-Five Thousand gallons per day (85,000 GPD). The Borough shall use its best efforts to obtain financing through the New Jersey Environmental Trust to finance the water and sewer improvements. If the Borough is successful the Borough and Redeveloper shall use a special assessment or similar mechanism to secure the repayment of such New Jersey

Environmental Trust loan by the Redeveloper up to the amounts for which the Redeveloper is obligated hereunder.

The Parties acknowledge that there are two options for water service to the Project: location of lines along Spring Street (the “**Option A**”) or location of lines along Main Street (the “**Option B**”). The Borough wishes to implement Option B, but acknowledges that this poses additional costs to Redeveloper than Option A. The Parties agree to discuss and explore in good-faith cost saving options, reimbursement mechanisms or other concepts to facilitate Option B. In the event that the Parties cannot reach a mutual agreement to provide for Option B, after engaging in such good-faith negotiations, Option A may be implemented.

Redeveloper shall receive a dollar for dollar credit for all Public Improvements to the water distribution system and sewer collection systems undertaken, installed and/or constructed against all water and sewer connection fees. Additionally, Redeveloper shall reimburse the Borough for the costs or fees, if any, imposed by the Raritan Township Municipal Utilities Authority.

4.5 Design Elements.

(a) Streetscape Improvements. All costs for streetscape improvements that are shown on the approved Site Plan are the responsibility of Redeveloper. This includes landscaping, lighting, public furniture and all other on-site Improvements located between the curb and the Improvements.

(b) Green and Sustainable Design Elements. The Redeveloper shall make good faith efforts to include and incorporate certain “green” or sustainable design elements, consistent with any objective standards set forth in the Sustainable Design Element of the Borough Master Plan, as adopted by the Borough Planning Board in June, 2011, where in Redeveloper’s sole opinion it is cost-effective and economically feasible.

(c) Historic Preservation. Redeveloper shall make good-faith efforts to preserve and salvage, for reincorporation and re-use into the Project, where in Redeveloper’s opinion it is cost-effective and economically feasible, any artifacts, architectural elements or other historically relevant objects or elements. Redeveloper shall respond to all Borough inquiries concerning any particular opportunities for preservation or salvage, such elements and make good faith and commercially reasonable efforts to fulfill any such Borough goals. Redeveloper shall cooperate with the Borough so that the Borough may fully-document the buildings and any historic artifacts prior to demolition, destruction or removal of same and the Borough’s efforts shall not unreasonably delay or interfere with Redeveloper’s implementation of the Project.

(d) Coordination of Projects. Streetscape improvements are being made by the Borough in 2017 pursuant to the \$1M Transportation Alternatives Program (TAP) grant. Redeveloper will use good-faith efforts to match the architectural and design aesthetic of the Project regarding material and block choices, to the extent practical and

permissible, to the streetscape improvements made under the TAP grant. Redeveloper shall be responsible to repair or replace any portions of such streetscape improvements that are damaged in connection with the construction of the Project. Redeveloper acknowledges that new sidewalks and curbs may not be intentionally removed or damaged to place new utility lines into the Project. Accordingly, the Borough shall work with Redeveloper to locate and coordinate conduits and utilities so as to avoid damage to or destruction of such streetscape improvements.

4.6 Contribution To Costs, Financial and Approval Obligations.

(a) Administrative Costs. The Parties acknowledge that there have been and will be various administrative costs associated with the redevelopment of the Expanded Redevelopment Area and the Project, including, but not limited to, professional costs, personnel time and expenses related to negotiations, development of the Proposed Redevelopment Area, meetings between the Redevelopment principals and Borough officials, public meetings, telephone conferences, staff scheduling of meetings, staff and secretarial work in preparation for said meetings and/or negotiations, and the like. In furtherance of the objectives of the Redevelopment Plan and this Agreement, and to alleviate the continuing and unique administrative burden and costs to the Borough associated with redevelopment initiatives, Redeveloper has executed an escrow agreement and made payment to the Borough in the amount of Fifteen Thousand Dollars (\$15,000.00) which the Borough has deposited into an escrow account established by it for the payment of its reasonable and necessary third-party interim costs in connection with the Project (the "**Borough Costs**"). If, when and as often as may occur that the escrow account is drawn down to Five Thousand Dollars (\$5,000.00) then the Redeveloper, upon the Borough's written request, shall within fifteen (15) Business Days thereafter, provide to the Borough for deposit funds sufficient to replenish the escrow account to the amount of Fifteen Thousand Dollars (\$15,000.00) for use in accordance with these terms, unless such time period shall be extended for good reason by the Borough in its sole discretion. The Borough shall provide the Redeveloper with copies of all invoices to be paid from the escrow account at least thirty (30) days prior to payment. The Redeveloper shall have fifteen (15) days from the receipt of the invoices to provide comments to the Borough or appeal the charges. In the event this Agreement either expires or is lawfully terminated by the Borough, then all escrowed monies and the interest earned thereon shall be returned to the Redeveloper following the payment from the fund of the Borough Costs incurred up to the time of said expiration or cancellation.

(b) Grants, Loans and Other Financing. Upon the execution of this Agreement, the Borough will reasonably assist Redeveloper as requested in applying for and securing any and all available grants, loans and other types of financing available from public entities at all levels of government to assist in the construction of the Project. Any expenses incurred by the Borough will be deemed Borough Costs.

(c) Redevelopment Project Financial Tools. Redeveloper has determined that it will be necessary for the Borough to enter into a Financial Agreement and issue **NON-RECOURSE** redevelopment area bonds pursuant to *N.J.S.A. 40A:12A-65 et seq.* in order

to undertake the Project. Such redevelopment area bonds shall be issued in an amount not anticipated to exceed One Million Dollars (\$1,000,000.00) and shall be secured by the Project and the Financial Agreement. The Borough shall NOT be required to pledge its full faith and credit OR taxing power to the repayment of such bonds. The bondholders shall only look to the Project for repayment of such bonds. Redeveloper will present to the Borough, for its consideration, a request for a Financial Agreement and bond financing, pursuant to *N.J.S.A. 40A:12A-65 et seq.* The Borough agrees to consider such requests in good faith on terms acceptable to the Borough. Redeveloper represents that it has the financial capability to finance the acquisition of the Expanded Redevelopment Area, purchase a liquor license and construct the Project provided the Borough executes a Financial Agreement and issues such bonds. Notwithstanding the above, the Borough and Redeveloper may agree to issue redevelopment area bonds as a part of any New Jersey Environmental Trust Financing as described in Section 4.4(c).

(d) Approval Process. The Borough shall coordinate with the Planning Board to provide, to the extent that it can be provided, for an expedited review process by the Planning Board, including provisions for special meetings, if necessary, to expedite the approval process for the Project.

4.7 Groundbreaking. Prior to Commencement of Construction, Redeveloper shall sponsor and host a groundbreaking ceremony at the Expanded Redevelopment Area, to which the public will be invited and at which a principal of Redeveloper and the Mayor, and a representative of the Borough Council, as well as any other Person agreed upon by the Parties, will be invited to speak. The Parties shall confer and mutually agree upon all other details concerning the groundbreaking.

4.8. Estoppel Certificates (Prior to Issuance of Certificate of Completion). At any time and from time to time prior to the issuance of a Certificate of Completion, the Borough shall, within ninety (90) days of its receipt of a written request by the Redeveloper or of any mortgagee, lender, purchaser, tenant or other party having an interest in the Project, execute and deliver to (a) the Redeveloper, or (b) a third party (e.g., a prospective lender, purchaser, investor, tenant, etc.) designated by the Redeveloper, an instrument in which the Borough (i) certifies that this Agreement is unmodified and in full force and effect as to the Project (excepting only modifications which shall be set forth), (ii) states whether to the best knowledge of the Borough the Redeveloper is in an Event of Default under this Agreement, and, if so, specifying each such Event of Default of which the Borough shall have knowledge; and (iii) confirms such other factual matters within the Borough's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Project or the Expanded Redevelopment Area. The Redeveloper shall not request and the Borough shall not be required to issue more than two estoppel certificates in any calendar year. Any costs incurred by the Borough in connection with preparing such estoppel certificate shall be reimbursable Borough Costs, pursuant to Section 4.6(a).

4.9 Affordable Housing. Redeveloper shall address the affordable housing obligation created by the Project through the construction, at its sole cost and expense, of affordable housing units within the Expanded Redevelopment Area equal to the greater of 14

units or five percent (5%) of the total number of residential units constructed, whichever is greater. Notwithstanding, the Parties acknowledge that the Borough's housing obligations have not been finally-determined and are the subject matter of a proceeding pending in the Superior Court, the outcome of which may or may not impact the Project and the number of affordable units required therein. In the event that the proceeding results in a requirement to construct more affordable housing units than agreed to herein, the Parties shall confer and work in good faith to meet such obligations but, in the event that Redeveloper determines that meeting such obligation would render the Project economically unfeasible, Redeveloper shall have the right to request modifications to the Project to render compliance feasible, which requests shall not be unreasonably denied by the Borough. In the event that the Parties cannot agree upon revisions to the Project that are necessary to meet the housing obligation so as to render the Project economically feasible, Redeveloper shall have the right to terminate this Agreement.

ARTICLE 5
**PURCHASE, ACQUISITION, AND CONTROL OF THE EXPANDED
REDEVELOPMENT AREA AND RELATED EASEMENTS**

5.1 Purchase of the Expanded Redevelopment Area. Redeveloper shall use its best efforts to acquire title to the Expanded Redevelopment Area in accordance with the Project Schedule. Should Redeveloper be unable to acquire title to the Expanded Redevelopment Area or establish site control of the Expanded Redevelopment Area as required to submit an Application for Preliminary and Final Site Plan Approval within the time period set forth in the Project Schedule, the Borough may make written demand for completion of the purchase(s) or site control. Redeveloper shall provide an explanation for its inability to complete the transaction by such date and request such additional time as may be necessary to complete the transaction, which additional time the Borough may grant or deny in its sole and absolute discretion. Alternatively, the Borough may determine to exercise eminent domain, if permitted by Applicable Law, to acquire the Expanded Redevelopment Area, pursuant to the Redevelopment Law. In the event that the Borough does not grant an extension or determine to exercise its power of eminent domain, either Party may terminate this Agreement.

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Redeveloper's Representations, Warranties and Covenants. Redeveloper hereby represents and warrants to, and covenants with the Borough that:

(a) Organization. Redeveloper is a limited liability company duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement. Redeveloper's ownership structure is attached hereto as **Exhibit C**.

(b) Authorization; No Violation. The execution, delivery and performance by Redeveloper of this Agreement has been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of Redeveloper or constitute an Event of Default under any loan or credit agreement, or other material agreement to which Redeveloper is a party or by which Redeveloper may be bound or affected.

(c) Valid and Binding Obligations. The Person executing this Agreement on behalf of Redeveloper has been duly authorized and empowered and this Agreement has been duly executed and delivered by Redeveloper and constitutes the valid and binding obligation of Redeveloper.

(d) Litigation. No suit is pending against Redeveloper which could have a material adverse effect upon Redeveloper's performance under this Agreement or the financial condition or business of Redeveloper. There are no outstanding judgments against Redeveloper that would have a material adverse effect upon Redeveloper or which would materially impair or limit of the ability of Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Redeveloper is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, Redeveloper has not received any notices asserting any noncompliance in any material respect by Redeveloper with applicable statutes, rules and regulations of the United States, the State of New Jersey or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on Redeveloper's ability to perform its obligations under this Agreement. Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Body which is in any respect material to the transactions contemplated hereby.

(g) Qualifications of Redeveloper. Redeveloper is fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in,

or contemplated under, this Agreement and it is properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder.

(h) Limited Undertakings. Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the sole purpose of redevelopment of the Expanded Redevelopment Area and not for speculation in land holding.

(i) Environmental Contamination. In the event of discovery of environmental contamination within the Expanded Redevelopment Area which is not historic fill and which requires remediation, which shall include but not be limited to any type of active remedial treatment of soil and/or groundwater, engineering and site controls, a cap, a deed notice, a remedial action permit, and/or a classification exception area for groundwater and monitored natural attenuation, Redeveloper, who and/or which the Borough acknowledges is not a responsible party and is not in any way responsible for any discharges under the Spill Act, may terminate this Agreement in his or its sole discretion if the estimated cost of the remediation by a licensed site remediation professional (the "LSRP") reduces the return on Redeveloper's investment to the point that the project is economically and practically infeasible. In that case, Redeveloper shall provide written notice of termination of this Agreement within forty-five (45) days of the receipt of the LSRP's estimate of the cost of remediation. Should Redeveloper choose to construct the Project or any Phase regardless of any remediation requirement and cost, the Redeveloper's sole obligation to the Borough is to bring the Expanded Redevelopment Area into compliance with respect to reporting obligations to NJDEP. If other Persons are responsible, or in any way responsible, or alleged to be so, for the environmental contamination on-site, Redeveloper may pursue legal, administrative, enforcement or contribution action(s) against such Persons at Redeveloper's sole cost and expense. Redeveloper may also agree by contract with another Person that shall assume some or all of any remediation responsibility at its or their cost and expense. The Borough agrees to cooperate with Redeveloper's efforts to obtain any necessary Governmental Approvals from the NJDEP, and any other agencies to facilitate remediation and/or compliance. The Borough shall assist Redeveloper in applying for and obtaining any grants or loans that may facilitate environmental investigation or remediation efforts. It is understood and agreed that should Redeveloper choose to remediate the Expanded Redevelopment Area, Redeveloper may utilize any Remediation method acceptable to the NJDEP. As of the Effective Date, it is understood by the Parties that the Redeveloper is not a responsible Person for any discharges or for remediation of the Expanded Redevelopment Area and any remediation that is being conducted, or will be conducted, is being or will be conducted by or on behalf of the responsible Persons.

(j) Bankruptcy. No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to Redeveloper shall have been filed as of the Effective Date. No adjudication of bankruptcy of Redeveloper or a filing for voluntary bankruptcy by Redeveloper under

the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to Redeveloper shall have been filed.

(k) Reasonable Efforts to Complete. Developer shall use commercially reasonable efforts to Complete each Phase of the Project on or before the timeframes set forth in the Project Schedule.

6.2 Borough's Representations, Warranties and Covenants. The Borough hereby represents and warrants to, and covenants with, Redeveloper that:

(a) Organization. The Borough is a public body corporate and politic and a political subdivision of the State of New Jersey. The Borough has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the Borough of this Agreement are within the authority of the Borough under, and will not violate, the statutes, rules and regulations establishing the Borough and governing its activities, have been duly authorized by all necessary Resolution(s) and/or Ordinances and will not result in the breach of any material agreement to which the Borough is a party or, to the best of its knowledge and belief, any other material agreement by which the Borough or its material assets may be bound or affected.

(c) Valid and Binding Obligations. The Person executing this Agreement on behalf of the Borough has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the Borough and constitutes the valid and binding obligation of the Borough.

(d) Litigation. No suit is pending against or affects the Borough which could have a material adverse effect upon the Borough's performance under this Agreement or the financial condition or business of the Borough. There are no outstanding judgments against the Borough that would have a material adverse effect upon the Borough or which would materially impair or limit of the ability of the Borough to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the Borough is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the Borough has not received any notices asserting any noncompliance in any material respect by the Borough with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement which would have a material adverse effect on the Borough's ability to perform its obligations under this Agreement. The Borough is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material

to the transactions contemplated hereby. The Borough shall comply with all Applicable Law in fulfilling its obligations under this Agreement.

(g) Water and Sewer Infrastructure. Subject to Section 4.4 herein, to the best of the Borough's knowledge there are no limits on availability of water or sewer capacity or restriction on the expansion of water and sewer infrastructure that would impact service to the Expanded Redevelopment Area site to support the Project. The Borough covenants that it shall work with the Redeveloper to confirm the availability of water and sewer capacity with the providers of those services to the Borough.

(h) Adoption of Redevelopment Plan. The Redevelopment Plan has been duly adopted in compliance with all Applicable Law and is currently in full force and effect.

(i) Borough Authorization. All requisite action has been taken by the Borough and all requisite consents have been obtained in connection with the entering into this Agreement and the instruments and documents referenced herein to which the Borough is a party, and the consummation of the transaction contemplated hereby, are to the best of the Borough's knowledge and belief authorized by all Applicable Law. To the best knowledge of the Borough there are no writs, injunctions, orders or decrees of any court or Governmental Body that would be violated by the Borough entering into or performing its obligations under this Agreement;

(j) Amendment to Redevelopment Area. The Borough shall proceed to amend the Redevelopment Area to include the Additional Property and thereafter to amend the Redevelopment Plan to include the Additional Property. The Borough acknowledges that taking such action is necessary to the viability of the Project and the successful redevelopment of the Redevelopment Area.

(k) Extinguishment of All Public Access Easements. The Borough agrees to extinguish any and all public access easements or interests located within the Expanded Redevelopment Area that will impede the development or operation of the Project.

6.3 Redeveloper Declaration of Covenants.

(a) Recording. Redeveloper agrees to record, and provide a recorded copy to the Borough, a Declaration of Covenants and Restrictions (the "**Declaration**"), with respect to the Expanded Redevelopment Area that shall run with the land to all subsequent holders of title, imposing upon said lands the agreements, covenants and restrictions required to be inserted in the Deeds. All provisions hereinafter with respect to the insertion in or the application to the Deeds of any covenants, restrictions and agreements shall apply equally to the Declaration and such covenants, restrictions and agreements shall be inserted in and apply to the Declaration, whether or not so stated in such provisions.

(b) Description of Covenants and Restrictions. The Covenants and Restrictions to be imposed upon Redeveloper for so long as the Redeveloper is a party of this Agreement, its successors and assigns, herein and recorded in the Deeds and the Declaration, shall set forth that the Redeveloper and its successors, transferees and assigns shall:

- (i) Devote the Expanded Redevelopment Area to the uses specified in the Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Expanded Redevelopment Area to any other uses absent an amendment to the Redevelopment Plan;
- (ii) Pursuant to the Applicable Law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Expanded Redevelopment Area or any buildings or structures erected or to be erected thereon, or any part thereof;
- (iii) In the sale, lease or occupancy of the Expanded Redevelopment Area or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;
- (iv) Commence Construction of the Improvements within the Project Schedule provided that the Governmental Approvals and permitting are not delayed by the actions or inactions of the Borough, or an Event of Force Majeure; and
- (v) Not sell, lease or otherwise transfer the Expanded Redevelopment Area, or any part thereof, without the written consent of the Borough, except for permitted transfers to a Qualified Entity as set forth in Section 2.6(b).

(c) Effect and Term of the Covenants and Restrictions. Subject to the provisions of Section 6 it is intended and agreed, and the Deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Section 6 shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of,

and enforceable by, the Borough, its successors and assigns, and any successor in interest to the Expanded Redevelopment Area, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Expanded Redevelopment Area or any part thereof. It is further intended and agreed that the Covenants and Restrictions set forth in Section 6 shall remain in effect until the issuance by the Borough of a Certificate of Completion for the Project or any Phase, as provided in Section 4.3 (at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate for the Project or any Phase, as applicable), except, however, that the Covenants and Restrictions provided in Sections 6.3(b)(ii) and (iii) shall remain in effect without limitation as to time; provided that, until their termination as provided above, such Covenants and Restrictions shall be binding on Redeveloper itself, each successor in interest to the Project and/or any Phase, the Expanded Redevelopment Area, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successors, transferees or party shall have title to, or an interest in, or possession or occupancy of the Expanded Redevelopment Area, and the Improvements constructed thereon or any part thereof.

(d) Enforcement by Borough. In amplification, and not in restriction of the provisions of this Article 6, it is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the Covenants and Restrictions set forth in Section 6(b) both for and in their own right but also for the purposes of protecting the interests of the community and other Persons, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Borough for the entire period during which such Covenants and Restrictions shall be in force and effect, without regard to whether the Borough has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such Covenants and Restrictions relate. The Borough shall have the right, in the event of any breach of any such Covenants and Restrictions, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of such Covenants and Restrictions, to which they or any other beneficiaries of such Covenants and Restrictions may be entitled.

ARTICLE 7
DEFAULT

7.1 Events of Default. Each of the following shall constitute an Event of Default by the applicable party, respectively:

(a) Failure to Perform. Failure of the Redeveloper or the Borough to observe or perform any covenant, condition, representation, obligation, warranty or agreement hereunder, and any act or omission characterized elsewhere in this Agreement as an Event of Default, and the continuance of such failure, act or omission for a period of thirty (30) days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure, act or omission be remedied (the “**Notice of Default**”); provided, however, that if the Event of Default is one that cannot be completely cured within thirty (30) days after receipt of the Notice of Default, it shall not be an Event of Default as long as the defaulting party promptly begins to take actions to correct the Event of Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Event of Default as soon as practicable, but in no event longer than ninety (90) days unless the non-defaulting party consents, in writing, to an extension of time to cure. It shall not be deemed to be an Event of Default if the Redeveloper diligently contests, in good faith, and by appropriate proceedings, such compliance with any Applicable Law.

(b) Default in Payment. Redeveloper is in default in the payment of any sum payable to the Borough hereunder or associated with the Project, as the same shall become due and payable, and such Event of Default shall have continued for a period of thirty (30) days after receipt of written notice specifying such Event of Default, and demanding that same be remedied;

(c) Failure to Construct. In the event Redeveloper shall fail to implement or construct the Project pursuant to the Project Schedule, subject to the occurrence of an Event of Force Majeure and the provisions hereto, or shall abandon or substantially suspend construction of the Project for a continuous period in excess of one hundred twenty (120) days, unless such suspension arises out of an Event of Force Majeure, and any such Event of Default, violation, abandonment, or suspension shall not be cured within thirty (30) days after written demand by the Borough to do so, or such longer period if incapable of cure within such thirty (30) day period and Borough agrees to extend such time to cure, provided that Redeveloper has commenced and is diligently prosecuting such cure; or

(d) Failure to Pay Impositions. Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, or any material men’s or mechanics’ lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Borough made for such payment, removal, or discharge, within thirty (30) days after written demand by the Borough to do

so, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; or

(e) **Transfers.** There is, in violation hereto, any transfer of the fee title to the Expanded Redevelopment Area or a portion thereof, except for Permitted Transfers as provided in Section 13.2, and such violation shall not be cured within thirty (30) days after written demand served upon the Redeveloper by the Borough; or

(f) **Redeveloper Dissolved or Bankrupt.** Redeveloper is dissolved, or files a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or suspends payment of its obligations, or takes any action in furtherance of the foregoing; or Redeveloper consents to the appointment of a receiver, or an answer proposing the adjudication of Redeveloper as bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, is filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or the Redeveloper consents to the filing of such petition or answer.

(g) **Court Action.** A decision or order determination by a court of competent jurisdiction that Redeveloper has engaged in fraud in the inducement of, or willful misconduct in connection with the Project.

7.2. Right to Cure Upon Event of Default. Except as otherwise provided in this Agreement, in the Event of Default by any party hereto or any successor to such party, such party (or successor) shall, within thirty (30) days (or such longer, or shorter, period to the extent expressly provided above) of receiving written notice from another, proceed to cure or remedy such Event of Default. In case such action is not taken or diligently pursued, or the Event of Default shall not be cured or remedied within such proscribed time, or any extension of such time granted at the discretion of the non-defaulting party, the non-defaulting party may pursue its remedies in accordance with this Agreement.

7.3 Borough's Remedies. If Redeveloper shall fail to timely cure any Event of Default by Redeveloper as set forth in Section 7.1, the Borough shall have the right to:

- (a) terminate this Agreement and de-designate Redeveloper; and
- (b) retain any payments already made by Redeveloper hereunder for Public Improvements; and
- (c) pursue all other remedies available to it at law or equity.

7.4 Redeveloper's Remedies. If the Borough shall fail to timely cure any Event of Default by Borough as set forth in Section 7.1, Redeveloper shall be entitled, in its sole and

absolute discretion, to terminate this Agreement and/or seek any other remedies available to it at law or equity.

7.5 Limitation of Liability. The Parties agree that if an Event of Default occurs, the Parties shall look solely to the Parties hereto and/or their respective property interest in the Project for the recovery of any judgment or damages, and agree that no member, manager, officer, principal, employee, representative or other person affiliated with such party shall be personally liable for any such judgment or damages. In no event shall either Party be responsible for any consequential or punitive damages.

7.6. No Waiver of Rights and Remedies by Delay. Any delay by the aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved party may still resolve the problems by the Event of Default involved; nor shall any waiver in fact made by the aggrieved party with respect to any specific Event of Default by the other party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other Event of Default by the other party under this Agreement or with respect to the particular Event of Default except to the extent specifically waived in writing.

7.7. Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same Event of Default or of any of its remedies for any other Event of Default by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

7.8 Force Majeure. For purposes of this Article and as otherwise used in this Agreement, "**Event of Force Majeure**" shall mean any of the events or conditions set forth below, or any combination thereof, that has had or may reasonably be expected to have a material and adverse effect on the ability of a party to perform its obligations (an "**Affected Party**") under this Agreement:

(a) **Acts of God.** An act of God including severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, terrorism, war, blockade, insurrection, riot, general arrest or general restraint of government and people,

or any other similar act or event outside the Control of the Affected Party; provided however, that any question as to whether any such conditions should be deemed to constitute an Event of Force Majeure shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe natural weather conditions, taking into account the geographic location and topographic and geotechnical conditions of the Project;

(b) Condemnation or Taking. The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Expanded Redevelopment Area, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority;

(c) Governmental or Utility Approvals. Delays incurred in obtaining Governmental Approvals or approvals by utilities caused solely by the approving agency or utility after the Affected Party has taken all required action in obtaining such Governmental Approval and the continued delay is outside and beyond the Control of the Affected Party;

(d) Legal Challenges. Delays resulting from legal challenges brought to challenge any permit and/or Governmental Approval related to this Project by third-parties over whom the Affected Party has no Control that have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement;

(e) Labor Union Actions. Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of Redeveloper and have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement;

(f) Unavailability of Materials. The unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain transportation services for transporting fill or materials to the Expanded Redevelopment Area or the Project area as a result of a public or private labor dispute;

7.9 Notice of Event of Force Majeure. If an Event of Force Majeure has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such Event of Force Majeure shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within five (5) days following such party's knowledge of the occurrence of such Event of Force Majeure. The party receiving such notice may contest and/or reject the claim of an Event of Force Majeure in writing, setting forth its bases for such rejection and demanding that the Affected Party proceed with its obligations under this Agreement. If the Affected Party intends to continue to rely upon the condition claimed to result in an Event of Force Majeure, it may request, in writing, a neutral professional review.

The Parties shall then mutually select and designate a local member of the profession to which the Event of Force Majeure relates and agree to permit such individual to arbitrate and decide the reasonableness of the claim of Force Majeure and the appropriate extension of time to be granted to the Affected Party.

7.10 Effect on Obligations.

(a) Extension Equal to Delay Caused by Event of Force Majeure. In the event of an Event of Force Majeure, the applicable deadline, obligation or term affected by such Event of Force Majeure shall be extended for a period of time equal to the delay caused by the Event of Force Majeure, provided that timely notice was provided by the Affected Party.

(b) Not an Event of Default. The performance, non-performance or delay in performance by the Parties or either of them of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is/are the result of an Event of Force Majeure, provided, however, that the Event of Force Majeure (a) was not invoked in bad faith or intentionally by a Party (b) was not the result of any unlawful action or non-action of the Affected Party as justification for the performance, failure of performance or delay in performance of the subject obligation, requirement, commitment or responsibility, and (c) the Affected Party takes all reasonable efforts within its power to timely mitigate the Event of Force Majeure.

(c) Mitigation of Event of Force Majeure. Each party shall diligently and in good faith seek to mitigate the effect of such Event of Force Majeure and to perform its obligations to the extent practicable notwithstanding the occurrence of an Event of Force Majeure and to overcome such Event of Force Majeure as soon as is possible or practicable.

(d) Reinstatement of Performance Obligations. The performance by the Parties of any obligation under this Agreement excused as aforesaid shall be recommenced as promptly as is legally and reasonably practicable after the occurrence of an Event of Force Majeure and, in the case of the party not seeking to delay its performance based upon such Event of Force Majeure, after receipt by such party from the Affected Party of written notice that the Event of Force Majeure is no longer occurring and that such party can resume performance of its obligations under this Agreement.

7.11 Defense of Governmental Approvals. Except as set forth herein or below, Redeveloper shall assume the defense to any challenge to any Governmental Approval it requires to proceed with the Project without cost to the Borough so as to continue to move forward with the Project. Notwithstanding the above, the Borough shall assume the defense of any and all actions taken by the Borough in furtherance of the Project including the establishment of the Redevelopment Area and Expanded Redevelopment Area, adoption of the Redevelopment Plan and amendments thereto, authorization and execution of any and all agreements including this Agreement and the Financial Agreement and the issuance of any debt related to the Project.

Redeveloper shall be solely responsible for its own costs and attorneys' fees if it is named in or chooses to intervene in any such actions.

ARTICLE 8
INSURANCE

8.1 Insurance Requirements. During the term hereto, or as required prior to any construction at the Expanded Redevelopment Area, Redeveloper shall provide and maintain adequate insurance including the types of coverage and in amounts reflecting industry standards for adequate insurance against risk of loss and casualty in connection with the type, extent and magnitude of work to be performed under this Agreement until such work has been Completed and furnish the Borough with a copy of certificates of insurance evidencing that Redeveloper has obtained such insurance. This coverage shall be primary to any other policies of the Borough and shall not be contributing with any other insurance or similar protection available to the Borough whether other available insurance be primary, contributing or excess.

ARTICLE 9
INDEMNITY

9.1 Obligation to Indemnify. Redeveloper and the Borough (collectively the “Parties”) agree to indemnify and hold each other and their respective officials, members, agents, servants, employees and consultants (collectively, the “**Indemnified Parties**”) harmless from and against any and all demands, suits, causes of action, recoveries, judgments, losses, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys’ fees and expenses and experts’ fees and expenses) (collectively, “**Claims**”) which the Indemnified Parties may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the condition, use, possession, conduct, management, planning, design, financing, implementation, construction, inspection, or maintenance of the Project, marketing, leasing or sale of the Expanded Redevelopment Area or the Project or any activities of or on behalf of Redeveloper or Borough within the Expanded Redevelopment Area, except that to the extent that any such claim or suit arises from the intentional or willful wrongful acts or omissions of the Indemnified Parties. The Redeveloper or Borough shall provide notice to the other Party of the subject Claims as soon as reasonably possible after their occurrence but in any case within ten (10) days of the Redeveloper or Borough receiving actual notice of the subject Claims, provided, however, that in the event such notice is not timely received, Redeveloper or Borough shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice.

9.2 Notice of Claims. In any situation in which the Indemnified Parties are entitled to receive and desire defense and/or indemnification, the Indemnified Parties shall give prompt notice of such situation to Redeveloper or Borough, as the case may be. Failure to give prompt notice shall not relieve Redeveloper or Borough of any liability to indemnify the Indemnified Parties, unless such failure to give prompt notice materially impairs Redeveloper’s or Borough’s ability to defend. Upon receipt of such notice, Redeveloper or Borough shall resist and defend any action or proceeding on behalf of the Indemnified Parties, including the employment of counsel reasonably acceptable to the Redeveloper or Borough, the payment of all expenses and the right to negotiate and consent to settlement. The Redeveloper and Borough shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of the Redeveloper or Borough unless the employment of such counsel is specifically authorized by Redeveloper or Borough, which authorization shall not be unreasonably withheld or delayed, provided, however, that if the defense of such action is assumed by Redeveloper’s or Borough’s insurance carrier, employment of such separate counsel by the Redeveloper or Borough shall be at the sole discretion of such carrier. Redeveloper or the Borough shall not be liable for any settlement of any such action effected without their respective consent, but if settled with the consent of Redeveloper or the Borough, or if there is a final judgment against Redeveloper party or Borough party in any such action, Redeveloper or the Borough, as the case may be, shall indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment for which the Indemnified Parties are entitled to indemnification hereunder.

9.3 Survival of Indemnity. The provisions of this Article 9 shall survive the termination of this Redevelopment Agreement due to an Event of Default and shall run with the land and be referenced in the Declaration until such time as the Declaration is discharged as a result of the recording of a Certificate of Completion, provided, however, that such indemnity shall be binding on each successor in interest to the Project, the Expanded Redevelopment Area, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall have title to, or an interest in, or possession or occupancy of the Expanded Redevelopment Area, the Project or any part thereof.

ARTICLE 10
CONSUMPTION OF LIQUOR WITHIN PROJECT

10.1 Liquor License. The Project shall require a liquor license for use with the hotel and restaurant portions of the Project. Redeveloper may secure a liquor license in connection with the construction of the hotel with at least one hundred (100) rooms. The redeveloper has secured another liquor license in the Borough which liquor license shall be utilized for the Project in the event that Redeveloper does not secure another liquor license in connection with the 100 room hotel or otherwise. So long as this Agreement remains effective and has not been terminated, Redeveloper shall not sell or convey the liquor license it currently owns unless and until it has fully-secured another liquor license for use in the Project. This shall not preclude Redeveloper from use of the current liquor license during the implementation of this Project so long as it is reserved for the Project for use in the Completed Project pursuant to this Agreement. This provision shall not survive the termination of this Agreement.

ARTICLE 12
CONSTRUCTION AND PROJECT FINANCING

12.1 Redeveloper's Commitment to Finance Construction of the Project.

Redeveloper represents that it has obtained or can obtain, and will commit the requisite equity in an amount necessary to purchase the Expanded Redevelopment Area on the terms and conditions set forth herein, and to perform all of Redeveloper's obligations hereunder in order to Commence Construction and to Complete Construction of the Project within the time periods required under this Agreement. Redeveloper shall provide the Borough with evidence that it has closed on the debt and equity required to build the Phase I Block 22 portion of the Project prior to the demolition of any structures required to be demolished for Phase I.

12.2 Rights of Institutional Mortgagee. Any financial institution lending money on the security of the real Expanded Redevelopment Area in the Project shall be entitled to the protection of *N.J.S.A. 55:17-1, et seq.* providing for notification, right to cure, right to possession, right to assume Control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first proceeding with Foreclosure, right to proceed to Foreclosure, separately from or together with suit on the underlying obligation, and such other rights all as specifically provided in *N.J.S.A. 55:17-8*.

(a) Continuation. This Agreement as a financial arrangement made by a Governmental Body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any Event of Default in or Foreclosure of any mortgage loan made to finance the project, as though such Event of Default or Foreclosure had not occurred, subject to the provision of *N.J.S.A. 55:17-1, et seq.*

(b) Subordination and Attornment. To the extent necessary, the Borough agrees to execute subordination and attornment documents that may reasonably be required by an institutional lender and further to make any technical, non-substantive, modifications to this Agreement that may be required by an institutional lender.

12.3 Rights of Mortgagees. Notwithstanding any other provision hereto, the Holder of any mortgage (including any such Holder who obtains title to the Expanded Redevelopment Area or any part thereof), or any other party who thereafter obtains title to the Expanded Redevelopment Area or such part from or through such Holder or any purchaser at Foreclosure sale or through other court proceedings or action in lieu thereof shall in no way be obligated by the provisions of this Agreement to construct or complete the Project except to secure and make the Project site and Expanded Redevelopment Area safe, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement or any Deeds conveying the Expanded Redevelopment Area to Redeveloper be construed to so obligate such Holder, provided that nothing in this Agreement shall be deemed or construed to permit or authorize any such Holder to devote the Expanded Redevelopment Area or any part thereof to any uses, or to construct any Improvements thereon, other than those uses or Improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the Borough.

12.4 Notice to Mortgagee. Whenever the Borough shall deliver any notice or demand to Redeveloper with respect to any Event of Default by Redeveloper of its obligations or covenants under this Agreement, the Borough shall at the same time forward a copy of such notice or demand to each Holder of any mortgage at the last known address of such Holder shown in the land records of the County. Notice that such Event of Default subsequently has been cured shall also be provided by the Borough to each such Holder of any mortgage.

12.5 Mortgagee's Right to Cure Event of Default and Assume Redeveloper's Obligations. After any Event of Default referred to in Section 7, each Holder shall have the right, at its option, to cure or remedy such Event of Default (if the Holder shall opt to cure or remedy the Event of Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the Event of Default is with respect to construction of the Project or Phase, nothing contained in this Agreement shall be deemed to require the Holder to obtain the Borough's approval, either before or after Foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project or Phase. Any such Holder who shall properly Complete the Project or Phase shall be entitled, upon written request made to the Borough, to receive the Certificate of Occupancy for the Project, Phase or portion thereof and the Certificates of Completion as set forth in Section 4.3, and such Certificate shall mean and provide that any remedies or rights that Borough shall have or to be entitled to due to the failure of Redeveloper or any successor in interest to the Expanded Redevelopment Area, or any part thereof, to cure or remedy any Event of Default with regard to construction of the Project or Phase, or due to any other Event of Default by Redeveloper or such successor, shall not apply to the part or unit of the Expanded Redevelopment Area to which such Certificate relates.

12.6 Mortgage Modifications. If the Holder of any mortgage obtained by the Redeveloper under this Agreement reasonably requires any changes or modifications to the terms of this Agreement, the Borough shall reasonably cooperate with the Holder of any such mortgage(s).

ARTICLE 13
RESTRICTIONS ON TRANSFERS

13.1 Restrictions on Transfer. The Redeveloper recognizes the importance of the Borough Lots to the general welfare of the community and that the reputation of the Redeveloper and its qualifications are critical to the Borough in entering into this Agreement. The Redeveloper recognizes that it is because of such qualifications and identity that the Borough is entering into this Agreement with the Redeveloper, and, in so doing, the Borough is relying on the obligations of the Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder. Accordingly, so long as the Agreement is effective, prior to the issuance of a Certificate of Completion for the Project or Phase, pursuant to *N.J.S.A. 40A:12A-9(a)*, except as otherwise permitted by this Agreement, Redeveloper shall be without power to sell, otherwise transfer title to or ownership of the Project or Phase, without the written consent of the Borough, which consent shall not be unreasonably withheld, delayed or conditioned. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation by Redeveloper of all or substantially all of its assets "in bulk" (but not to sales in the ordinary course of business) or all or substantially all of its stock, or the sale, transfer, pledge, or hypothecation of fifty percent (50%) or more of the stock of Redeveloper if Redeveloper's stock is not publicly traded; or the sale, transfer, pledge, or hypothecation of fifty percent (50%) or more of the beneficial ownership interest in Redeveloper if Redeveloper is a partnership, except in the event of the death of a partner or member. Any of the foregoing cases whether or not accomplished by one or more related or unrelated transactions, constitute a prohibited assignment. The foregoing shall not apply, however, to a change of form of the Redeveloper, provided that there is no change in the beneficial ownership of Redeveloper which is prohibited by the third sentence of this Section. The restrictions in this Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply to any individual unit or Phase for which a Certificate of Occupancy or Certificate of Completion has been issued.

As a result, prior to completion of the Project or Phase, as evidenced by the issuance of a Certificate of Completion, except with the express prior written consent of the Borough, which consent shall not be unreasonably withheld by the Borough, the Redeveloper agrees for itself and all successors in interest that there shall be no sale, transfer or assignment of (i) the Expanded Redevelopment Area; (ii) any equity interest in the Redeveloper, nor any direct or indirect change in Control of the Redeveloper as it exists on the Effective Date, whether by changes in capitalization, merger, or otherwise; or (iii) the Agreement. With respect to this provision, the Redeveloper and the persons signing the Redevelopment Agreement on behalf of the Redeveloper represents that each has authority to agree to this provision on behalf of the current members of the Redeveloper and to bind it with respect thereto.

13.2 Consent to Permitted Transfers. The Borough hereby consents, without the necessity of further approvals from the Borough, to the following transfers:

(a) a mortgage or related security granted by the Redeveloper to a mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement;

(b) a merger or consolidation of Redeveloper with another financially responsible Person;

(c) the sale and/or lease of the residential units and/or the commercial/industrial space built as part of the Project;

(d) the conveyance of driveways, roads, infrastructure, or open space;

(e) utility and other necessary easements;

(f) a conveyance of the Expanded Redevelopment Area or any portion thereof to the Holder of any mortgage authorized under this Agreement, whether through Foreclosure, deed-in-lieu of Foreclosure, or otherwise;

(g) a conveyance of any properties in the Expanded Redevelopment Area or an interest therein and/or assignment by the Redeveloper of its rights under this Agreement, but only upon the following conditions: (i) such conveyance or assignment must be to an Affiliate or an Person Controlling, Controlled by, or under common Control of the Redeveloper, including but not limited to an urban renewal entity formed by the Redeveloper pursuant to *N.J.S.A. 40A:20-4*; (ii) the successor and assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain primarily liable for the performance of the Redeveloper's obligations; (iii) a copy of the written instrument of conveyance and assignment and assumption of this Agreement shall be delivered to the Borough for review; and (iv) such conveyance or assignment does not violate any of the Government Approvals; or

(h) the sale, transfer, pledge or hypothecation of any percent of stock or beneficial ownership interest so long as the original members of the Redeveloper shall maintain a Controlling management interest, including an Affiliated urban renewal entity.

13.3 Prohibition Against Speculative Development. Because of the importance of the development of the Expanded Redevelopment Area to the general welfare of the community, the Redeveloper represents and agrees that its acquisition of the Expanded Redevelopment Area and the Redeveloper's undertakings pursuant to this Redevelopment Agreement are, and will be used, for the purpose of the redevelopment or rehabilitation of the Expanded Redevelopment Area as provided herein, and not for speculation in land holding.

13.4 Information as to Ownership of Redeveloper. In order to assist in the effectuation of the purpose of this Article 13, simultaneously with the execution hereto and as a condition thereto, the Redeveloper shall submit to the Borough an incumbency certificate of the Redeveloper as of the Effective Date, subscribed and sworn to by an officer of the Redeveloper, setting forth the name(s) and address(es) of all Persons owning at least a ten percent (10%), interest in the Redeveloper, and, as to each such Person, all Persons owning at least a ten percent (10%) interest therein, such disclosure

being intended to be the same disclosure that the Redeveloper will be required to make in connection with its Governmental Applications for land use approvals pursuant to *N.J.S.A.* 40:55D-48.2 and as is required under *N.J.S.A.* 52:25-24.2. Redeveloper shall provide an incumbency certificate for any Person affiliated with the Redeveloper.

(a) Notice of Change in Ownership. Redeveloper will immediately notify the Borough in writing of any change of ten percent (10%) or greater in the ownership of the Redeveloper, legal or beneficial change in ownership, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the Persons in Control of the Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.

(b) Provision of Statement of Ownership Upon Borough's Request. Redeveloper shall, at such time or times as the Borough may request, furnish the Borough with a complete statement subscribed and sworn to by an officer of the Redeveloper, setting forth all owners of equity interests of Redeveloper and the extent of their respective holdings, and in the event any other Persons have a beneficial interest in Redeveloper, their names and the extent of such interest.

13.5 Conveyance to a Qualified Entity. Upon a conveyance of all rights and obligations hereunder to a Qualified Entity, pursuant to Section 2.6, Redeveloper shall be relieved of its right and obligations hereunder.

13.6 Subsequent Conveyance by Redeveloper. Upon issuance of a Certificate of Completion for the Project or any Phase, the Redeveloper shall have the right to sell, lease or otherwise transfer, convey or encumber any such Phase or the Project, as applicable, without the consent of the Borough and free of any restrictions imposed by this Agreement, except the Declarations that expressly survive such transfer or conveyance.

ARTICLE 14
MISCELLANEOUS

14.1 Term. This Agreement shall terminate upon the sooner of (1) the Completion of the Project, evidenced by a Certificate of Completion for the entire Project, (2) eight (8) years from the Effective Date of this Agreement, inclusive of any events of Force Majeure, subject to a reasonable extension in the Boroughs sole discretion (3) termination by either Party as may be provided for in this Agreement. If the Additional Property is not designated as an area in need of redevelopment and included in the Redevelopment Plan, and a Financial Agreement is not executed by the Parties after a reasonable period of time to be determined mutually by the Parties in good faith and the exercise of reasonable judgment, the Parties may mutually agree to terminate this Agreement.

14.2 No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

14.3 Amendment; Waiver. No alteration, amendment or modification hereto shall be valid unless executed by an instrument in writing by the Parties to this Agreement with the same formality as this Agreement, including approval by Resolution of the Borough. The failure of the Borough or Redeveloper to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the Borough or Redeveloper of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Borough or Redeveloper.

14.4 Consents. Unless otherwise specifically provided herein, no consent or approval by the Borough or Redeveloper permitted or required under the terms hereto shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given.

14.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principle of choice of or conflicts of laws. Any lawsuit filed by either Party to this Agreement shall be filed in either the Superior Court of New Jersey, Hunterdon County, or in the United States District Court for the District of New Jersey in accordance with their respective rules of court.

14.6 Severability. If any Article, Section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Section, subsection, term or provision of this Agreement or the application of same to the Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining Article, Section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent

permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Agreement.

14.7 Binding Effect. Except as may otherwise be provided in this Agreement to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of Redeveloper, the Borough and their respective successors and assigns.

14.8 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Redeveloper and the Borough, their relationship being solely as contracting parties under this Agreement.

14.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute, in connection with each of such agreements, one and the same instrument.

14.10 Prior Agreements Superseded. This Agreement supersedes any prior understanding or written or oral agreements (express or implied) between the Parties respecting the within subject matter. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

14.11 Exhibits. All Exhibits referred to herein shall be considered a part of this Agreement as fully and with the same force and effect as if such Exhibits had been included within the text of this Agreement in full.

14.12 Affirmative Action. Should Redeveloper use any public funding or financing for the Project which requires compliance with affirmative action requirements set forth in P.L. 1975, C. 127 (*N.J.S.A. 17:27*), Redeveloper agrees to comply with said requirements and cause its contractors and subcontractors to comply with same.

14.13 Non-Discrimination. The Redeveloper shall not discriminate against or segregate any person, a group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation of the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Expanded Redevelopment Area; nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation, with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees or vendees on the Expanded Redevelopment Area.

14.14 Construction. Both of the Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each Party and agree that no provision of this Agreement shall be construed in favor of or against either Party by virtue of the fact that such Party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion hereto.

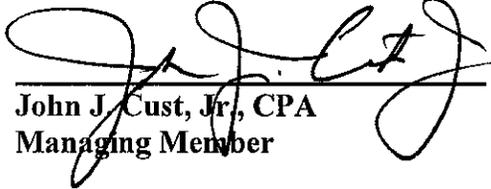
14.15 Cooperation. The Parties agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The Borough further agrees to cooperate as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining financing for the Project. The Borough further agrees to take all actions reasonably requested by Redeveloper to expedite the Project, including without limitation agreeing to modify or amend this Agreement, designating Borough staff liaisons to assist the Redeveloper in interacting with Borough departments, commissions, boards, authorities and the like and granting of special meetings and other expedited processing of Redeveloper's applications, submissions and the like to the extent authorized under Applicable Law. Any costs incurred by the Borough in connection therewith shall be deemed Borough Costs, reimbursable pursuant to Section 4.6(a).

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of Effective Date.

FLEMINGTON CENTER URBAN
RENEWAL, LLC

Betsy K Stevens
Witness *BETSY K STEVENS*

By: 
John J. Cust, Jr., CPA
Managing Member

BOROUGH OF FLEMINGTON

Sallie Graziano
Sallie Graziano, Borough Clerk

By: 
Hon. Phil Griner, Mayor

EXHIBIT LIST

Exhibit A: Concept Plan

Exhibit B: Project Schedule

Exhibit C: Ownership Structure of the Redeveloper

EXHIBIT A
PROJECT DESCRIPTION

Phase One: The development of the portion of the Project to be located on Block 22 on the Borough tax map.

Phase Two: The development of the portion of the Project to be located on Block 24 on the Borough tax map.

*The drawings attached in Exhibit A consist of the plan as presented to the public at the Borough Council meeting on August 22, 2016 and titled "The Future of Flemington, August 22, 2016, 2nd presentation," which are incorporated into this Agreement and shall be attached to the original copies of this Agreement to be maintained in the Borough Clerks Office. These drawings are solely for purposes of reference to the Project Concept and Design details but do not represent any analysis or determination of compliance with any applicable zoning and development requirements and standards, such as parking, height, coverage, setbacks, density, etc., all of which shall be set forth and determined pursuant to the Redevelopment Plan, as may be amended, and the Project will be required to comply with such zoning and development requirements and standards.

The Future of Flemington



August 22, 2016
2nd Presentation

Introduction

As the Hunterdon County seat, the Borough of Flemington is a reflection on the entire County and should be looked at as the gold standard of municipalities as it relates to the State of New Jersey.

Downtown Flemington is in need of revitalization and our goal is to Redevelop the heart of Main Street and create a vibrant and Dynamic Mixed-Use, Lifestyle Community that will be attractive to our local Community, while promoting Tourism and Higher Education which will help Flemington become a fabulous place to Live, Work and Enjoy!

These Objectives are aligned with the Hunterdon County Comprehensive Economic Development Study (CEDS). The plan has the full endorsement of Roger Brooks, who was retained by Flemington to provide guidance on the rebranding initiatives of Flemington.

Our Follow Up

The overall feedback we received during and after our original presentation in February was very positive. We listened and heard all the comments, opinions and suggestions. While the initial drawings were preliminary in nature and subject to change, we did recognize the need to reflect a streetscape that was more consistent with the architecture of Historic Flemington. As a result, our architects have changed the overall design and now includes a new Union Hotel.

It is important to understand that simply restoring a few buildings will not provide enough of an economic impact to sustain Flemington. Comprehensive and significant changes are necessary to compete within the marketplace to attract people who will want to live, work and visit Flemington.

Understanding the emotion and passion surrounding the revitalization plan, we encourage you to view this information with a fresh perspective of what the future of Flemington could become.

The updated plans and information provided in this presentation are being made available to the public and will be available online at the Flemington Borough website.

Criteria For Development

- To create a vibrant downtown community that will be desirable to live, work and visit
- To attract higher education to the only remaining county in New Jersey without a 2 or 4 year college
- To attract millennials and new residents
- To provide efficient and optimum parking and traffic circulation
- To maintain and respect a historic looking streetscape
- To have a significant net positive impact to the Borough of Flemington operating budget
- To become a catalyst for additional revitalization and development

Proposed Redevelopment

The Proposed Redevelopment area will provide the following components:

- College / Education / Technology / Medical
- Retail
- Hotel
- Restaurants
- Residential
- Parking

Proposed Development

College: A two or four year college will become the catalyst for attracting people of all ages to enjoy advanced Educational opportunities. Hunterdon is the only county in New Jersey without higher education and it is a vital component for our future. The new academic facility will be constructed on the Flemington Fur site and will also be available to medical, technology and professional offices as needed. Discussions are underway to achieve this goal.

Retail: Anchored by Flemington Fur we anticipate the ability to attract a variety of stores and shops that will significantly impact and invigorate our community.

Hotel: A new 100 room hotel to be built designed to transition the past history of the Union Hotel incorporating new and improved modern amenities while keeping many of the same characteristics where possible.

Restaurants: Great restaurants will be a key component of the lifestyle center. The liquor license that was purchased will enable multiple restaurants to share the license providing opportunity for a broader customer experience.

Residential: There will be 230 – 250 high quality residential units built above the first floor retail and restaurants.

Parking: There will be ample parking with approximately 900 spaces in the form of deck and underground parking to service the lifestyle center.

Medical: Having a medical component to the project is an enormous benefit to Flemington residents and continues to enhance Hunterdon Counties rating as the healthiest county in New Jersey. Collaboration efforts are underway with Hunterdon Healthcare to achieve this goal.

Hunterdon Healthcare

“Hunterdon Medical Center opened our doors over 60 years ago to a community that was predominantly farmland. We have seen many changes over the years including the entry and exit of many services. As we continue to grow and change, Hunterdon Healthcare is supportive of the revitalization plan for Flemington Borough.

“We recognize the importance of bringing in new business and energizing the center of Flemington while maintaining the character and history of Main Street. There is tremendous value in being part of this transition and in continuing to build our community. Hunterdon Healthcare is committed to providing needed services for our residents, like our newly-opened urgent care center on Church Street.

“We see great opportunity in being part of Mr. Cust's Town Plaza revitalization plan and furthering our mission to improve the health of Flemington's residents and those in the surrounding communities.”

Bob Wise, President & CEO

Hunterdon County Board of Chosen Freeholders

"This remarkable project could well be the jewel of Hunterdon County. It has the potential to be the much needed change capable of returning Flemington to its former viable center of community and commerce. Providing higher education in the County seat offers lifelong learning as a critical benefit to our citizens. I applaud Mr. Cust's creativity and his intent to serve Flemington and Hunterdon County. I encourage the residents of Flemington to join me in embracing this exciting development to ensure a great future for all of us."

Suzanne Lagay, Director

Roger Brooks International

“We are in full support of the plan presented by Mr. Jack Cust, which will create an amazing catalyst for Flemington’s rebranding and redevelopment efforts. Combining this with higher education facilities, a year round public market, and programmed plaza, Flemington will quickly become the showcase downtown that the local residents, their visitors, and new visitors will fall in love with.”

Roger Brooks, President & CEO

Flemington Furs

"It's time. If Flemington's going to have a future, it has to change, and we need to embrace this change. Jack Cust and his team have developed a plan that ensures a better quality of life and makes Flemington an important destination once again."

Bob Benjamin, Flemington Furs

Aerial



Main Street View



Aerial View of Plaza from Courthouse



View to the South in Front of Hotel



Main Street View of Hotel



View From Spring Street & Bloomfield Avenue



View From Spring Street & Chorister Place



Restaurants



Café Dining



A Place to Be



View East Down Plaza at Eye Level



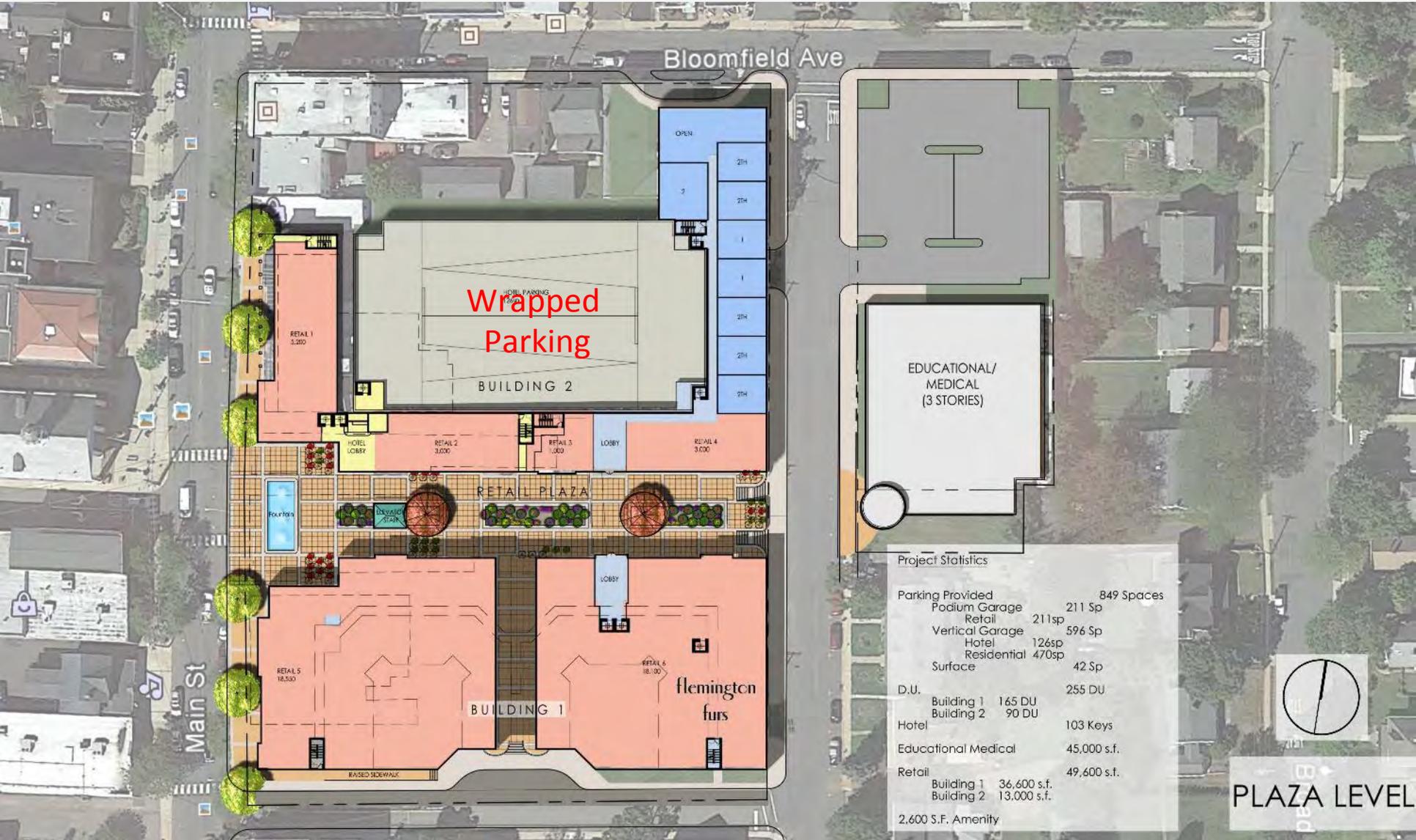
View East of Medical Office/College



Campus Life



Plaza Level



Project Statistics

Parking Provided		849 Spaces
Podium Garage	211 Sp	
Retail	211sp	
Vertical Garage	596 Sp	
Hotel	126sp	
Residential	470sp	
Surface	42 Sp	
D.U.		
Building 1	165 DU	255 DU
Building 2	90 DU	
Hotel		103 Keys
Educational Medical		45,000 s.f.
Retail		49,600 s.f.
Building 1	36,600 s.f.	
Building 2	13,000 s.f.	
2,600 S.F. Amenity		

A north arrow is located in the bottom right corner of the plan. Below it, the text 'PLAZA LEVEL' is written in large, bold, capital letters.

Top Floor



Parking Garage

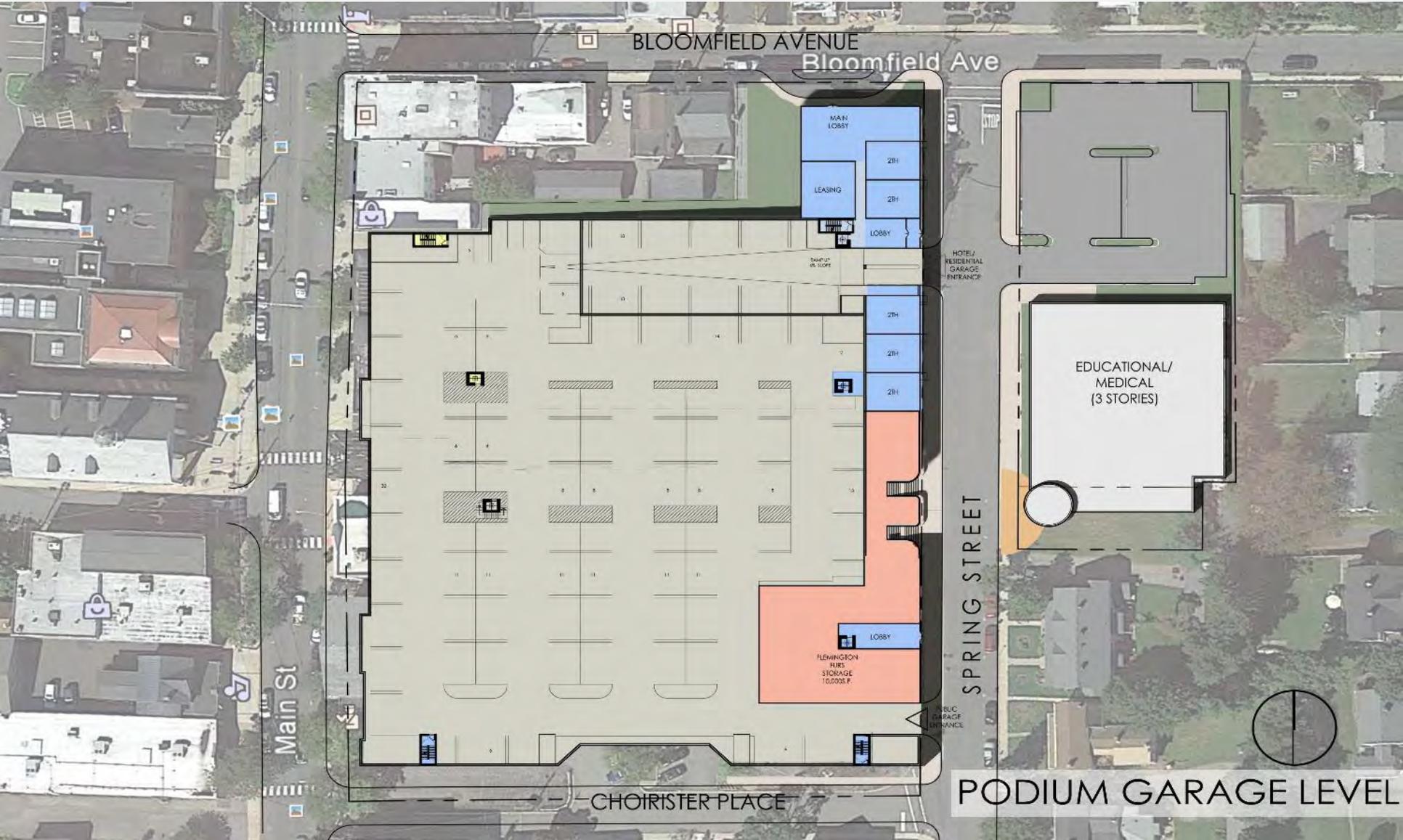


EXHIBIT B
PROJECT SCHEDULE

The Project implementation tasks and completion dates set forth below shall be adhered to by Redeveloper and Borough, as applicable, in accordance with the terms and condition of this Redevelopment Agreement.

“Designation of the Additional Property” as an “area in need of redevelopment” pursuant to the Redevelopment Law shall be completed within 6 months of the Effective Date

“Adoption of an Amendment to the Redevelopment Plan” that includes the Additional Property pursuant to the Redevelopment Law shall be completed within 90 days of “Designation of the Additional Property”

“Concept Plan Review Application” for the first Phase shall be submitted to the Borough pursuant to Section 3.2(c) of the Agreement within 60 days of the execution of the Financial Agreement

“Execution of a Financial Agreement” by the Parties shall be completed within 60 days of “Adoption of an Amendment to the Redevelopment Plan”

Planning Board Application for Final Site Plan Approval for the first Phase and applications for all other Governmental Approvals for the first Phase shall be submitted to Planning Board and other applicable Governmental Bodies within 30 days after Borough’s approval pursuant to Section 3.2(c) of the Agreement

“Closing on Financing” for first Phase shall be completed with 90 days of receipt of all Government Approvals and the expiration of all applicable appeal periods

“Acquisition of Property” required for first Phase shall be completed within 60 days of “Closing on Financing”

Application for demolition permits for first Phase shall be submitted within 30 days of closing on “Acquisition of Property” for first Phase

Application for building permits shall be submitted within 30 days after completion of demolition

“Commencement of Construction” of first Phase shall occur within 30 days after receipt of building permits for first Phase

Application for Certificate of Occupancy for first Phase shall be submitted to Borough within 24 months of Commencement of Construction for first Phase

Application for Certificate of Occupancy for last Phase shall be submitted within 36 months of “Commencement of Construction” for first Phase

Request to Borough for Certificate of Completion for entire Project shall be submitted within 8 years from the Effective Date of this Agreement, inclusive of any events of Force Majeure, subject to a reasonable extension in the Boroughs sole discretion

EXHIBIT C
OWNERSHIP STRUCTURE OF REDEVELOPER

Flemington Center Urban Renewal, LLC is owned 100% by John J. Cust, Jr.



13. LUSTER / DODGER BLUE DOCUMENTATION

2007 - 23

**RESOLUTION OF
FLEMINGTON BOROUGH PLANNING BOARD**

**APPLICATION FOR PRELIMINARY SITE PLAN WITH VARIANCES
AND FINAL SITE PLAN**

Applicant: Dodger Blues, LLC
Block 18 Lot 5 - 12-16 Main Street - DB Zone

WHEREAS, Dodger Blues LLC (Applicant) has applied to Flemington Borough Planning Board (Board) for preliminary site plan and final site plan approvals on property located at 12-16 Main Street, and which is known as Block 18 Lot 5 on the Flemington Borough Tax Maps, in the DB Zone; and

WHEREAS, Applicant seeks a mixed use of the property for commercial and residential uses pursuant to Section 2620B of the Zoning Ordinance in the Downtown Business Zone with apartments on the upper floors. Applicant will maintain the existing commercial use on Main Street as a beauty salon and four of the five (5) existing apartment units above. Applicant further proposes to add a second story to the existing garages to create an additional four (4) one-bedroom apartments and one two-bedroom non-age restricted low-income COAH unit. The existing garages will be maintained; and

WHEREAS, in addition to preliminary site plan, Applicant seeks the following variances:

- (1) Impervious coverage in which .75 is required; .847 exists and .874 is proposed.
- (2) Minimum front yard setback variance in which 4' is required; 0' exists and 0' is proposed.
- (3) Minimum front yard setback for balcony in which 4' is required; 0' exists and 0' is proposed.
- (4) Minimum rear yard for middle garage in which 50' is required; 49' exists and 49' is proposed. Minimum rear yard for building in which 50' is required; .52' exists and .52' is proposed.
- (5) Parking deminimus exception from the RSIS in which 19 total parking spaces are required; The residential units require 14 parking spaces pursuant to RSIS and 10 new parking spaces are provided by Applicant. The difference of four parking

spaces is de minimus.

(6) Side yard setback for stone fence in which 15' is required; and 0' is proposed; and

WHEREAS, in addition to preliminary site plan, Applicant seeks the following checklist waivers:

(1) Temporary waivers from Items No. 55, 58, 65, and 67;

(2) Permanent waivers from Items 36, 37, 38, 39, 40, 41 and 52; and

WHEREAS, the application for preliminary site plan and final site plan was subject of a hearing on April 24, 2007, at which time the hearing was carried to June 4, 2007 in order to allow time for Applicant to negotiate with the objectors. On June 4, 2007 and on August 28, 2007, the Applicant was represented by Donald F. Scholl, Jr. Also appearing at the meetings were Richard Luster, member of Dodger Blues, LLC; William C. Hall, PE, L.S., as engineer for Applicant; Elizabeth C. McKenzie PP, PA, as planner for Applicant; Ralph L. Finelli, licensed New Jersey Architect, as architect for Applicant; and

WHEREAS, the following exhibits were presented:

- A-1 Notices, proof of publication, affidavit of service and green return receipts; and
- A-2 Landlord registration statements from 2/74 consisting of five (5) pages; and
- A-3 Leases for main building and garages from 1980s to 2005 and rent checks; and
- A-4 Photos of structure (two photos) taken in June 2007; and
- A-5 Real estate property tax records from 1930s to 1986; and
- A-6 Colored portion of page 1 of site plan prepared by William Hall PE, dated 10/12/06; and
- A-7 Colored version of site plan, page 2, prepared by William Hall PE; and

WHEREAS, all jurisdictional requirements have been satisfied; and

WHEREAS, the Board having heard from the Borough's professionals with respect to the application and there being testimony from the public and having heard from the Applicant with respect to the application, the Board makes the following findings of fact:

1. The Board has jurisdiction to proceed.
2. Richard Luster, member of Dodger Blues, LLC, owner and applicant, testified that he has owned the property since 2003.

In the beginning of the hearing the Board needed to consider whether the application was under the jurisdiction of the Planning Board or the Board of Adjustment. The three structures on the property were referred to previously as the front, middle and rear with the rear structure currently consisting of a one-story garage with multiple bays. Mr. Luster gave extensive testimony reviewing all the past uses of the property and that the structure was used as a principal structure and not an accessory structure for the other two structures on the site.

3. The Board then determined that the rear building is a pre-existing principal structure and as such residential units are allowed by the Flemington Borough Ordinances above a principal structure in the DB Zone. The application came under the jurisdiction of the Flemington Borough Planning Board and no "D" variance was required.

4. William Hall PE testified and reviewed the existing site plan using Exhibit A-6. The lot consists of 12,500 sf in the DB district. Initially the Applicant was seeking approval for four additional bedroom units in the rear building. As the application progressed, Applicant changed the application to provide for three one-bedroom apartments in the rear structure and one two-bedroom COAH unit in the front structure.

5. The variance relief was further discussed by William Hall. Applicant seeks a 50' rear setback in which .52' is pre-existing. Impervious coverage on site is also pre-existing in that 75% is allowed and 84.7% exists. After improvements, impervious coverage will be 87.4%. Mr. Hall reviewed the engineering comments in the 3/26/07 letter of Robert Clerico. In support of the variance for impervious coverage, Mr. Hall testified that in his opinion granting the variance would be an improvement and the detriments would not outweigh the benefits. The 2.7% increase in impervious coverage results mostly from the installation of a sidewalk that the Borough has requested the Applicant build. The sidewalk provides a definite benefit to the property and the Borough as a whole since the benefits outweigh the detriments of increased impervious coverage.

6. Elizabeth C. McKenzie PP, PA, discussed the current site in her testimony. The COAH unit will be a two-bedroom non-age restricted unit in the rear building and will be handicapped accessible. Applicant has obtained two parking permit spaces in the adjoining municipal lot. She further discussed lighting in the alleyway and adjoining the property.

7. Applicant's planner further testified that the parking deviation of 19 parking spaces are required and 10 parking spaces

are provided. The 10 parking spaces will increase parking for the site. Even though there is a shortage under the RSIS, the net result is that parking is available off site for users of the property under the current configuration. Applicant proposes a net increase of three residential units for the property and providing 10 new parking spaces for the property where none are currently provided.

8. Elizabeth C. McKenzie PP, PA testified that the C1 or hardship variances could be granted due to the narrowness, shallowness or difficulties caused by existing structures on the property as is the case here. C2 variances could be granted as the application promotes the purposes of land use law and the benefit of the granting of the variances outweighs the detriments. The application promotes the various purposes of the Municipal Land Use Law as contained in NJSA 40:44D-2 (A), (E), (I), (G), (K), and (M). The benefits of granting the relief as set forth by Elizabeth McKenzie PP are the addition of a COAH unit, access for handicapped would be provided, and varied housing alternatives would be provided. Therefore she believes the granting of a C2 variance is appropriate.

9. Applicant further indicated that he would meet with the attorney for the adjoining property owner of Block 18, Lot 4 so that the applicant and the owner of that lot could possibly negotiate an agreement to allow and formalize the easement between the two properties which is currently used by both owners. The Borough of Flemington also uses the property as public access to the rear parking lot. The two property owners and the Borough of Flemington would negotiate and reach an agreement to formalize the status of the alleyway in a recordable document. The status of the alleyway and rights of the respective parties and public is unclear. An easement and maintenance agreement in recordable form would be sought.

10. Ralph C. Finelli, AA, discussed the smoke and fire detection systems to be installed with the central station monitoring these systems. There will also be a three hour fire separation rating for the area between the garages below and residential units above. He further discussed the renovation proposed for the front existing structure which will install an elevator and remove the walls between the existing two residential rental units creating one layer residential apartment. There will also be a balcony added outside the unit. The rear garage structure will have a second story added with four one-bedroom apartments.

11. Testimony from the public was heard from Kevin Hanna of Hanna Enterprises, Carmen Grimes and James Hill.

NOW, THEREFORE, BE IT RESOLVED, BY THE FLEMINGTON BOROUGH PLANNING BOARD, COUNTY OF HUNTERDON AND STATE OF NEW JERSEY, that preliminary site plan with variances and waivers as presented by the Applicant, be and the same is hereby approved subject to the following conditions: (Note: Final Site Plan was not granted):

1. Applicant will comply with the 4/30/07 and 8/24/07 letters of Kenneth Diehl of the Borough of Flemington, Department of Wastewater Collections.

2. Storage in garages under apartments in rear building shall not be for commercial rental and storage of commercial materials or supplies. The storage areas will only be for the use of the owner of the property or rental to the residential tenants who live on the property. Applicant stipulates that the existing garages over which apartments are proposed to be constructed shall not be leased for profit to third parties who are not tenants or a property owner and further that the use of the garages shall be restricted to future owners of the property or any residential tenant leasing space either in the main building or the proposed apartments over the garages.

3. All plans shall be drawn to show the relocated utility lines either down the alley for water and sewer and through the existing front building or another alternative for gas, electric service and phone service. An easement in agreeable form will be granted to the Borough of Flemington by the Applicant for the existing water line down the alley.

4. All plans shall be drawn to the satisfaction of the Borough Engineer and the Borough Planner. Applicant will comply with the report of VanCleeef Engineering dated 8/23/07 and Clarke, Caton and Hintz report dated 3/29/07. Applicant will work with Clarke, Caton and Hintz on the design of the fence.

5. If the trees in front of the subject property cannot be planted due to safety issues, then Applicant will make payment to the Borough of Flemington in lieu of trees pursuant to the Flemington Borough Ordinances. The Borough Planner will be consulted by Applicant for final determination as to whether to plant trees or make payment in lieu of trees.

6. Applicant shall provide one (1) two-bedroom low income affordable housing unit in the building at the rear of the site and above the existing garage space. Said unit will be handicapped accessible and shall not be age restricted. Said unit shall comply with the COAH's substantive rules, N.J.A.C. 5:94 and the Uniform Housing Affordability Control Rules, N.J.S.C. 5:80-26.1 et seq.

7. Applicant must comply with all of the detailed requirements of all of the Flemington Borough Ordinances.

8. Any and all fees properly due and owing the Municipal Planning Board as a result of its hearing of this application must be paid in full, including any COAH fees, if necessary.

9. Applicant must adhere to any and all rules, regulations, ordinances or requirements, be they Municipal, County or State, as they pertain to the development which is being approved by virtue of this application.

I hereby certify that this resolution for was adopted by the Planning Board of the Borough of Flemington at a meeting held on

by a vote of 7 for and 2 ~~against~~. abstained

Diane Schottman
DIANE SCHOTTMAN, Secretary
Flemington Borough Planning
Board

Date Adopted:

October 23, 2007



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Project Counts

Municipality: FLEMINGTON BORO, HUNTERDON County - Muni Code: 1009
 Round: 3.1, Version: Petition, Status: Certified - Monitoring
 Project Name: Luster / Dodger Blues
 Project Number:

											Monitoring				
			Affordable Units	Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits	
		Category		Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved
		New Construction (& Gut Rehab)	1				1	1	1						
		Completed New	1												
		Rehab													
		Completed Rehab													
		Unmet Need Units													
		Age Restricted													
		Family	1				1	1	1						
		Spec Needs BR Non-Age													
		Spec Needs BR AgeRest													
		Spec Needs Units Non-Age													
		Spec Needs Units AgeRest													
		Very Low Income - 30%													
		Very Low Rental - 35%													
		Low Income	1				1	1	1						
		Moderate Income													
		Rental	1				1		1						
		Sale													
		Efficiency													
		1 Bedroom													
		2 Bedroom	1				1	1	1						
		3 Bedroom													
		Townhouse													
		Accessible													

Project Category List

	Adaptable	1				1	1	1						
	Adapted													
	Total AHU:													

		Category	Monitoring											
			Prior Round Credits			Growth Share Credits			Completed Affordable Units		Prior Round Credits		Growth Share Credits	
			Proposed	Creditworthy	Approved	Proposed	Creditworthy	Approved	Completed	Creditworthy	Creditworthy	Approved	Creditworthy	Approved
		Bonus - Rental Family												
		Bonus - Rental Age												
		Bonus - Rental Supp Hsg												
		Bonus - Rental Spec Needs												
		Bonus - Rental Total	0	0	0	0	0	0	0	0	0	0	0	0
		Bonus - VLI												
		Bonus - Compliance				1	1	1					1	1
		Bonus - Smart Growth												
		Bonus - Redevelopment												
		Total Bonuses	0	0	0	1	1	1	0	0	0	0	1	1
		Extension of Controls												
		Excess Age Restricted												
		Surplus - Credits												
		Surplus - Rental Bonus												
		Surplus - VLI Bonus												



14. INCLUSIONARY ZONING OVERLAY ORDINANCE

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 08/14/17 07:00 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

ADOPTED

ORDINANCE 2017-10

DOC ID: 2530

**Second Reading: Amending Chapter XXVI Entitled “Zoning”
of THE LAND DEVELOPMENT ORDINANCE of the Borough of
Flemington, County of Hunterdon (Inclusionary Zoning Set-
Aside)**

BOROUGH OF FLEMINGTON

COUNTY OF HUNTERDON

WHEREAS, the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining third round substantive certification of the Borough's Housing Element and Fair Share Plan; and

WHEREAS, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges within the Superior Court; and

WHEREAS, on July 7, 2015, the Borough submitted a Declaratory Judgment Action to NJ Superior Court; and

WHEREAS, on February 13, 2017, the Borough entered into a Settlement Agreement with Fair Share Housing Center resolving the determination of Township's Third Round obligation and setting forth the Borough's preliminary compliance plan; and

WHEREAS, on April 25, 2017, the New Jersey Superior Court approved the Settlement Agreement between the Borough and Fair Share Housing Center; and

WHEREAS, conditions of the Court-approved Settlement Agreement require the Borough to update its affordable housing ordinances to be in compliance with current rules and to implement a Borough-wide affordable housing inclusionary zoning set-aside requirement.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Common Council of the Borough of Flemington, in the County of Hunterdon and State of New Jersey, Chapter XXVI entitled "Zoning" within the Land Development Ordinance is supplemented and amended as follows:

- §2635 entitled "Inclusionary Housing Overlay District" is hereby repealed.
- §2610 entitled "Zoning Districts" is amended to remove the Inclusionary Housing Overlay District.
- §2611 entitled "Zoning Map" is amended to remove the Inclusionary Housing Overlay District.
- Chapter XXVI entitled "Zoning" within the Land Development Ordinance is hereby supplemented to add a Mandatory Affordable Housing Set-aside throughout the Borough of Flemington, as follows.

§2635 AFFORDABLE HOUSING INCLUSIONARY ZONING SET-ASIDE

- A. All residential multi-family or single-family attached residential development, including the residential portion of a mixed-use project, that is "approvable", "suitable", and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre, shall require that an appropriate percentage of the residential units be set aside for low and moderate income households.

- B. This requirement shall apply beginning with the effective date of this ordinance to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Planning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation.
- C. 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 the effective date of this ordinance, this requirement shall only apply if the Borough permits an increase in the 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 ordinance.
- D. For inclusionary projects in which the low and moderate units are to be offered for sale, the set-aside percentage should be 20 percent; for projects in which the low and moderate income units are to be offered for rent, the set-aside percentage should be 15 percent.
- E. The developer shall provide that half of the low- and moderate-income units constructed be affordable by low-income households and that the remaining half be affordable by moderate-income households. At least 13 percent of all restricted units shall be very low-income units (affordable to a household earning 30 percent or less of median income). The very-low income units shall be counted as part of the required number of low-income units within the development.
- F. Subdivision and site plan approval shall be denied by the board unless the developer complies with the requirements to provide low- and moderate-income housing pursuant to the provisions of this section. A property shall not be permitted to be subdivided so as to avoid meeting this requirement. The board may impose any reasonable conditions to ensure such compliance.
- G. 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.
- H. 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.
- I. This requirement does not apply to any sites or specific zones otherwise identified in the Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein.
- Severability. If any paragraph, section, subsection, sentence, clause, phrase or portion of this Article is for any reason held invalid or unconstitutional by any Court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining paragraphs or sections hereof.
 - Inconsistency. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.
 - Effective Date. This Ordinance shall take effect immediately after final passage and publication according to law.

Introduced: July 24, 2017
Adopted: August 14, 2017

J. Philip Greiner, Mayor

Attest:



Sallie Graziano
Acting Borough Clerk

HISTORY:

07/24/17

Governing Body

INTRODUCED

Next: 08/14/17

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marc Hain, Council President
SECONDER:	John Gorman, Councilman
AYES:	John Gorman, Marc Hain, Brooke Liebowitz, Susan Peterson
ABSENT:	Brian Swingle, Kim Tilly



15. AFFORDABLE HOUSING ORDINANCE

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 08/14/17 07:00 PM
Department: Clerk of the Borough
Category: Council Ordinance
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

ADOPTED

ORDINANCE 2017-9

DOC ID: 2531

**Second Reading: Amending Chapter XXVI Entitled "Zoning"
of THE LAND DEVELOPMENT Ordinance of the Borough of
Flemington, County of Hunterdon (Establishing Municipal
Housing Liaison)**

BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON

WHEREAS, the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining third round substantive certification of the Borough's Housing Element and Fair Share Plan; and

WHEREAS, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges within the Superior Court; and

WHEREAS, on July 7, 2015, the Borough submitted a Declaratory Judgment Action to NJ Superior Court; and

WHEREAS, on February 13, 2017, the Borough entered into a Settlement Agreement with Fair Share Housing Center resolving the determination of Township's Third Round obligation and setting forth the Borough's preliminary compliance plan; and

WHEREAS, on April 25, 2017, the New Jersey Superior Court approved the Settlement Agreement between the Borough and Fair Share Housing Center; and

WHEREAS, conditions of the Court-approved Settlement Agreement require the Borough to update its affordable housing ordinances to be in compliance with current rules.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Common Council of the Borough of Flemington, in the County of Hunterdon and State of New Jersey, as follows:

1. Section 1201 entitled "Words and Terms Defined" within Chapter XXVI Zoning of the Land Development Ordinance is hereby supplemented to include the following definitions:

MUNICIPAL HOUSING LIAISON - The employee charged by the governing body with the responsibility for oversight and administration of the affordable housing program for the Borough of Flemington.

ADMINISTRATIVE AGENT - The entity responsible for administering the affordability controls of some or all units in the affordable housing program for the Borough of Flemington to ensure that the restricted units under administration are affirmatively marketed and sold or rented, as applicable, to only low- and moderate-income households.

2. Chapter XXVI entitled "Zoning" within the Land Development Ordinance is hereby supplemented and amended to update the Affordable Housing Procedural Requirements ordinance to be in compliance with the current rules, as follows (deletions are indicated ~~thus~~; additions are indicated thus).

- A. Intent

This section of the Borough Code sets forth regulations regarding the low and moderate income housing units in the Borough consistent with the provisions of the Substantive Rules of the New Jersey Council on Affordable Housing, N.J.A.C. ~~5:97~~ 5:93 et seq., the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. and the Borough's constitutional obligation to provide a fair share of affordable housing for low and moderate income households. These regulations are also intended to provide assurances that low and moderate income units (the "affordable units") are created with controls on affordability over time and that low and moderate income people occupy these units. These regulations shall apply except where inconsistent with applicable law.

B. No change

C. No change

D. Establishing Median Income by Household Size

(1) Median income by household size shall be established using a regional weighted average of the uncapped Section 8 income limits published by HUD computed as set forth in N.J.A.C. ~~5:97~~ 5:93 or as established by the Court.

(2) Annual increases in income limits of affordable units shall be established as identified in the Affordable Housing Administrative Agent Policies and Procedures Manual for the Administration of Affordable Units.

E. No change

F. Establishing Average Rents of Affordable Units

(1) The maximum rent of affordable units within each affordable housing development shall be affordable to households earning no more than 60 percent of median income. The average rent for low and moderate income units shall be affordable to households earning no more than 52 percent of median income. Restricted rental units shall establish at least one rent for each bedroom type for all low and moderate income units provided at least ~~40~~ 13 percent of all low and moderate income units are affordable to households earning no more that 35 percent of median income.

(2) No change

(3) No change

(4) No change

(5) Annual increases in rents of affordable units shall be established as identified in the Affordable Housing Administrative Agent Policies and Procedures Manual for the Administration of Affordable Units.

G. No change

(1) No change

(2) No change

(3) No change

(4) Annual increases in resale prices of affordable units shall be established as identified in the Affordable Housing Administrative Agent Policies and Procedures Manual for the Administration of Affordable Units.

- H. No change
- I. No change
- J. No change
- K. No change
- L. No change
- M. No change
- N. No change
- O. No change

P. Administration of Affordable Housing Program

- (1) Flemington Borough is ultimately responsible for administering the affordable housing program, including affordability controls and the Affirmative Marketing Plan in accordance with the regulations of the Council on Affordable Housing pursuant to N.J.A.C. 5:97 5:93 et seq. and the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26 et seq.
- (2) Establishment of Municipal Housing Liaison Position and compensation; powers and duties.
 - (a) Establishment of position of Municipal Housing Liaison. There is hereby established the position of Municipal Housing Liaison for the Borough of Flemington.
 - (b) Subject to the approval of the Council on Affordable Housing (COAH) or the Court, the Municipal Housing Liaison shall be appointed by the Governing Body and may be a full or part time municipal employee.
 - (2)(c) Flemington Borough has delegated to the Municipal Housing Liaison, this responsibility for administering the affordable housing program, including administering and enforcing the affordability controls and the Affirmative Marketing Plan of Flemington Borough in accordance with the provisions of this section, the regulations of the Council on Affordable Housing pursuant to N.J.A.C. 5:97 et seq. and the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26 et seq. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Borough of Flemington, including the following responsibilities which may not be contracted out, exclusive of item vi which may be contracted out:
 - (i) Serving as the Borough of Flemington's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents, and interested households;
 - (ii) Monitoring the status of all restricted units in the Borough of Flemington's Fair Share Plan;
 - (iii) Compiling, verifying, and submitting annual reports as required by COAH or the Court;

(iv) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable;

(v) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH or the Court;

(vi) If applicable, serving as the Administrative Agent for some or all of the restricted units in the Borough of Flemington as described in (3) below.

~~(3)(d) Subject to COAH approval, Flemington Borough will contract with or authorize a consultant, authority, government or any agency charged by the Governing Body, which entity shall have the responsibility of administering the affordable housing program of the Borough of Flemington, except for those responsibilities that may not be contracted out pursuant to subsection (c) above. If the Borough of Flemington contracts with one or more administrative agents to administer some or all of the affordable housing program, including the affordability controls and/or the Affirmative Marketing Plan the Municipal Housing Liaison shall supervise the contracting Administrative Agent in accordance with this sub-chapter, the regulations of the Council on Affordable Housing pursuant to N.J.A.C. 5:97-5:93 et seq. and the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26 et seq. If Flemington Borough enters into such a contract, the Housing Officer shall supervise the contracting administrative agent(s) and shall serve as liaison to the contracting administrative agent(s).~~

(e) Compensation. Compensation shall be fixed by the Governing Body at the time of the appointment of the Municipal Housing Liaison.

~~(4)(3) Administrative Agent.~~ The Borough of Flemington intends to contract with an administrative agent to administer the sale and rental of all new affordable housing. ~~The Municipal Housing Liaison~~ Administrative Agent will oversee and administer income qualification of low and moderate income households; place income eligible households in low and moderate income units upon initial occupancy; place income eligible households in low and moderate income units as they become available during the period of affordability controls and enforce the terms of the required deed restrictions and mortgage loans. The administrative agent will specifically administer and implement:

(a) An administrative plan and program, and related monitoring and reporting requirements as outlined in N.J.A.C. 5:80-26.15 et seq. and *N.J.A.C. 5:97-5:93*.

(b) No change

(c) No change

(d) No change

(e) No change

(f) No change

~~(5)(4)~~ No change

~~(6)(5)~~ No change

Q. Enforcement of Affordable Housing Regulations

- (1) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- (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 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 found 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:

 - i. Pursuant to N.J.S.A. 40:49-5, a fine of not more than \$2,000 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Flemington Borough Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - iii. In the case of an Owner who has rented his or her 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, which would result in the termination of the Owner's equity or other interest in the 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.
- (3) Such 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 the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- (4) 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 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 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.

- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
3. Severability. If any paragraph, section, subsection, sentence, clause, phrase or portion of this Article is for any reason held invalid or unconstitutional by any Court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining paragraphs or sections hereof.
4. Inconsistency. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.
5. Effective Date. This Ordinance shall take effect immediately after final passage and publication according to law.

Introduced: July 24, 2017

Adopted: August 14, 2017

J. Philip Greiner, Mayor

Attest:



Sallie Graziano, Acting Borough Clerk

HISTORY:

07/24/17

Governing Body

INTRODUCED

Next: 08/14/17

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marc Hain, Council President
SECONDER:	John Gorman, Councilman
AYES:	John Gorman, Marc Hain, Brooke Liebowitz, Susan Peterson
ABSENT:	Brian Swingle, Kim Tilly

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 08/14/17 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

DOC ID: 2532

ADOPTED

RESOLUTION 2017-134

Appointing the Municipal Housing Liaison

WHEREAS, the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining third round substantive certification of the Borough's Housing Element and Fair Share Plan; and

WHEREAS, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges within the Superior Court; and

WHEREAS, on July 7, 2015, the Borough submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, on February 13, 2017, the Borough entered into a Settlement Agreement with Fair Share Housing Center resolving the determination of Township's Third Round obligation and setting forth the Borough's preliminary compliance plan; and

WHEREAS, on April 25, 2017, the New Jersey Superior Court approved the Settlement Agreement between the Borough and Fair Share Housing Center; and

WHEREAS, conditions of the Court-approved Settlement Agreement require the Borough to appoint a Municipal Housing Liaison to be in compliance with current rules; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Common Council of the Borough of Flemington, in the County of Hunterdon and State of New Jersey that Flemington Borough hereby designates the Municipal Housing Liaison to be the Borough Clerk.

Adopted: Aug. 14, 2017

ATTEST: Sallie Graziano
Sallie Graziano, Acting Municipal Clerk

APPROVED: _____
J. Philip Greiner, Mayor

HISTORY:
07/24/17 Governing Body TABLED Next: 08/14/17

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marc Hain, Council President
SECONDER:	John Gorman, Councilman
AYES:	John Gorman, Marc Hain, Brooke Liebowitz, Susan Peterson
ABSENT:	Brian Swingle, Kim Tilly



16. AFFORDABLE HOUSING ADMINISTRATIVE AGENT POLICIES & PROCEDURAL MANUAL

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 03/27/17 07:00 PM
Department: Clerk of the Borough
Category: Appointments
Prepared By: Rebecca Newman

Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2017-75

DOC ID: 2457

Authorizing Renewal of an Agreement with Community Grants, Planning, and Housing as the Borough of Flemington's Administrative Agent for COAH-Related Client Support Services

**BOROUGH OF FLEMINGTON
COUNTY OF HUNTERDON**

WHEREAS the Borough of Flemington is in need of an administrative agent to provide COAH support services, such as income qualification and advertising, for rehabilitation projects and for owners who wish to sell their COAH deed-restricted property, and

WHEREAS Community Grants, Planning, and Housing (CGP&H) performed that service in 2016; and

WHEREAS CGP&H's prices are considered reasonable for the services provided; and

WHEREAS the Mayor and Council wish to continue the arrangement with CGP&H;

THEREFORE BE IT RESOLVED that Community Grants, Planning, and Housing, with offices in Cranbury, NJ, is hereby designated as the administrative agent for COAH-related client support services for the Borough of Flemington for a period of one year, with prices as shown on the attached agreement, and

BE IT FURTHER RESOLVED that the mayor is authorized to sign the attached agreement with CGP&H for the services described herein.

Adopted: March 27, 2017



J. Philip Greiner, Mayor

Attest:



Sallie Graziano, Acting Municipal Clerk

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Marc Hain, Council President
SECONDER:	John Gorman, Councilman
AYES:	Gorman, Hain, Peterson, Swingle, Tilly
ABSENT:	Brooke Liebowitz

PROFESSIONAL SERVICES AGREEMENT
Affordable Housing Services

THIS AGREEMENT, entered into by and between the Borough of Flemington, (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H, LLC (CGP&H), Cranbury, New Jersey (hereinafter referred to as "CGP&H"); and

WITNESSETH

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., hereinafter the "Act") the Borough is implementing a program to provide affordable housing units to low and moderate-income households desiring to live within the Municipality; and

WHEREAS, in 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 (the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls are to be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Borough has selected CGP&H to be the administrative agent for the purposes of providing affordability control services for all affordable housing constructed and to be constructed within the Municipality;

NOW THEREFORE, CGP&H and the Borough hereby agree to the following terms and conditions:

Section 1. Term

This Agreement shall become effective as of the 1st day of April, 2017, and terminating at the close of business on the 31st day of March 2018, subject to the termination and renewal provisions set forth in Section 4, below.

Section 2. Applicability and Supersession

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.

Section 3. Agency and Enforcement Delegation

The Borough and CGP&H acknowledge that under the Rules, CGP&H is acting hereunder primarily as an agent of the Borough. Anything herein to the contrary notwithstanding, however, the Borough hereby delegates to CGP&H, and CGP&H hereby accepts primary responsibility for enforcing substantive provisions of the Act and the Rules.

Section 4. Termination and Renewal

The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other, to the address and in the form as set forth in Section 9, below. Renewal or extension of Agreement can only occur upon mutual written consent of both parties.

Section 5. Exclusivity of Agreement

For the term hereof, and without exception, this Agreement shall govern the provision of affordability control services for all projects located within the Borough that fall under the jurisdiction of the Act.

Section 6. Responsibilities of CGP&H

CGP&H will serve as the Administrative Agent as defined by N.J.A.C. 5:80-26.1 et seq. (Uniform Housing Affordability Controls) for the Borough of Flemington. The primary responsibility of the Administrative Agent is to ensure that COAH-restricted units under administration are sold to low and moderate income households. As Administrative Agent, CGP&H will provide the following services:

1. Conduct an ongoing outreach process to insure affirmative marketing of affordable housing units in accordance with the provisions of N.J.A.C. 5:80-26.15;
2. Revise the Borough's existing affirmative marketing plan, as necessary, to comply with N.J.A.C. 5:80-26.15;
3. Solicit, schedule, conduct, and follow up on interviews with interested households.
 - i. Conduct interviews and obtain sufficient documentation of gross income and assets, as per N.J.A.C. 5:80-26.16, upon which to base a determination of income eligibility for a low- or moderate-income unit;

- ii. Determination of income eligibility will be made in strict accordance with N.J.A.C 5-80-26.16.
 - iii. Usually within seven (7) days, but not more than twenty (20) days from submission of a complete application, provide written notifications to each applicant as to the determination of eligibility or non-eligibility.
 - iv. Require that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et. seq.;
- 4. Create and maintain a referral list of eligible applicant households living in the COAH region and eligible applicant households with members working in the COAH region where the units are located;
- 5. Using a random selection process, as mandated by NJ COAH, CGP&H will select and contact an appropriate household on the waiting list (based on income range, household size, and bedroom requirements) and will refer the applicant to an available affordable unit.
- 6. Furnish to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- 7. Create and maintain a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- 8. Institute and maintain an effective means of communicating information between owners of restricted units and CGP&H regarding the availability of restricted units for resale or rental;
- 9. Institute and maintain an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or rental;
- 10. Review and approve 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 will be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems.
- 11. Process requests and make determinations on requests by owners of restricted units for hardship waivers;
- 12. Communicate with lenders regarding foreclosures;

13. Ensure the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10;
14. Ensure that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls in this subchapter for each restricted unit;
15. Provide for enforcement activities to conform to N.J.A.C. 5:80-26.18 (d).
 - i. Secure from developers written acknowledgment of the requirement that no restricted unit may be offered to any person other than a household determined eligible for such unit.
 - ii. Require that all certified applicants execute the appropriate certification form.
 - iii. Annual mailings to owners of affordable units reminding them of the ongoing restrictions and requirements.
 - iv. Annually, secure from the Borough a list of affordable units for which tax bills are mailed to absentee owners and notifying absentee owners that they must move back to their unit or sell it.
16. Provide annual reports to COAH (or the Court of Jurisdiction), as required; and such other responsibilities as may be necessary to carry out the role of Administrative Agent as defined by NJ Council on Affordable Housing, or the Court of Jurisdiction.
17. Monitor and administer Flemington's affordable housing inventory utilizing HomeKeeper, a powerful database designed by industry experts to manage affordable housing programs. HomeKeeper will enhance our ability to track Flemington's affordable housing units and applicants and create dynamic reports to analyze important trends such as the length of time affordable housing units are on the market. No personal or confidential information will be disclosed by CGP&H outside of HomeKeeper, and only CGP&H will have access to any such information within HomeKeeper. In addition, data CGP&H inputs into HomeKeeper about Flemington's affordable housing inventory will be aggregated and analyzed at the national level as a tool for policy makers to evaluate the impact of affordable housing. Only non-personal information relating to performance measurements (such as the number of sales annually, demographic data and sales prices) will be aggregated into reports and disclosed to the public.
18. Housing Rehabilitation Program Scope of Work. CGP&H will also complete all tasks as identified in Section 7.5, Housing Rehabilitation Fees, below.

Section 7. Compensation: For services rendered by the Consultant, including that spent in the Consultant's office, under the terms of this Agreement, the Consultant shall be compensated based upon the following Fee Schedule:

1. Administrative Agent Services Hourly Not-to-Exceed Fee

CGP&H will provide the Borough of Flemington with certain Administrative Agent services for four ownership units and one rental unit. The scope of work does not including providing administrative agent services for new affordable housing units or the existing senior citizen development. Specifically, this includes taking calls from families interested in affordable homes, affirmatively marketing affordable homes, and annual mailings to homeowners. Our hourly rate for these services are \$60 per hour.

Additional services including updating the operating manual, annual reporting to DCA (or the Court of Jurisdiction), assisting with revisions to local ordinances, consultations with the Borough and developers regarding new projects, most foreclosure and enforcement issues that may arise, and consulting with developers and Flemington. Our hourly rate for those services are \$107 per hour.

The annual hourly not to exceed fee for the administrative agent services identified in the preceding two paragraphs is not to exceed \$4,000, without additional written authorization from the Borough. All other costs associated with the administration of new affordable units will be paid by the developer/owner of the affordable housing units. CGP&H will execute separate contracts with these developers/owners.

2. Administrative Agent Rental Fee for the Borough's one Inclusionary Unit

When notice of a rental vacancy occurs, a flat fee of \$1,000 will be charged to the Landlord to affirmatively market, maintain waiting list, review pre-applications, send prospective tenants to the landlord, and then review full application materials of as many applicants as necessary to help the landlord lease the unit to a qualified household.

3. Administrative Agent Resale fee

CGP&H will facilitate the resale of any affordable sales unit that is put up for sale by its current owner. The fee is all-inclusive of the services required to sell an affordable unit, including: certifying a buying household(s) as eligible, sending potential purchasers to the unit, facilitating an agreement between buyer and seller, and preparing and filing closing documents. A fee of 3% of the resale price will be paid from the seller at the closing. to CGP&H.

4. Administrative Agent Subordination of Review of Home Equity Loans

CGP&H will process requests for subordination or review of home equity loans. This \$150 fee will be paid directly to CGP&H by the homeowner requesting the review.

Sub-Total not-to-exceed cost to Borough for all of the above stated scope of work is therefore: \$4,000.

5. Housing Rehabilitation Fees

Fees for the rehabilitation program implementation will be paid by the Borough as follows:

Housing Rehabilitation Program Fee	
Project Set-up*	Hourly at our hourly rate of \$107.00 per hour, not to exceed \$2,500
Direct Costs: Not to exceed	\$0
Upon certification of applicant's eligibility	\$1,750 per unit
Upon execution of construction documents	\$1,950 per unit
Upon satisfactory final inspection	\$1,550 per unit

* Includes creation or updating of a Housing Rehabilitation Policy and Procedures Manual, maintenance of a rehab waiting list, responding to applicant inquiries, determination of initial ineligibilities, file record keeping, and preparing required state or court reporting. This does not include creating of flyers or any other marketing materials, which CGP&H is prepared to do upon request. It is not anticipated that more than one unit per year will proceed under this program. If program demand increases, additional day to day administrative funds will be required.

The following additional fees may apply to the Borough only if the need arises:

- a) For any cases terminated after eligibility determination due to violation of local ordinances, such as illegal bedrooms; non-responsive to requirements including discovery of recent private work lacking municipal permit approval, falsification of documents; or voluntary withdrawal by the homeowner, the Consultant shall be entitled to hourly compensation for all hours incurred up to the next milestone of that particular case.
- b) If the program inspector discovers during the comprehensive property inspection non-compliant occupancy or recently completed or ongoing home improvements without required permits, the consultant will bill hourly, up to 3 hours per case for all work required to get the homeowner to rectify the situation and become municipally compliant before this case can continue in the program with the standard case processing procedures. This may also include the need to re-verify income if the homeowner's time to rectify the situation causes the

expiration of the certificate of eligibility period. Re-verification of income will also be billed hourly, up to 3 hours per case. The Borough has the option to pass on this additional cost to the homeowner.

- c) On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the homeowner's ability to provide their own funding are insufficient. In order to avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. The Consultant can bill up to 3 hours for initial research to determine if partnering source is an option for the particular case and if so, then coordination of same with secondary funding source. If more than 3 hours is needed to fulfill the partnering of funds process, CGP&H will seek direct written authorization from the Borough to bill for additional hours beyond the 3 hours to finalize the partnering of funds' full process to bring the unit up to code to obtain COAH (or the Court of Jurisdiction's) credit for that unit.
- d) In the rare event that during or after the completion of a case, contract disputes, warranty claims or other kinds of disputes cause the Borough to request mediation or intervention by CGP&H, regular hourly rates shall apply. When a homeowner or contractor contacts CGP&H directly, CGP&H can bill up to 2 additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.
- e) Conducting ongoing homeowner or local contractor outreach marketing initiatives, including creating of flyers, posters, press releases, etc. This work can be completed by CGP&H at our normal hourly rates upon the request of the Borough.

The following additional fees may apply to other parties only if the need arises:

- a) In the event that a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged \$350.00 to partially cover the cost of having to conduct a second final inspection and preparing the accompanying inspection reports. CGP&H will notify the Borough if this penalty is ever levied against a contractor. If lead safe work practices or lead abatement is being used on a project, a charge to the Contractor will also apply to failed lead clearance tests at the completion of project. Post-assistance processing of subordination requests throughout the affordability control period in an amount of \$150 will be paid directly by the homeowner to CGP&H.

Section 8. Exclusions

The following services are specifically excluded from the scope of services to be provided under this proposal:

1. Any and all engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, those costs can come from the construction funding side of the particular case these exceptional services.
2. Any and all legal services as may be required to administer the program or resolve a dispute between a homeowner and a contractor.
3. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
4. CGP&H is not responsible for serving as the property manager of any rental units.

Section 9. Responsibilities of the Borough

The Borough shall:

1. Provide to CGP&H the name, title and telephone number of the municipal official who shall be responsible for liaison with CGP&H on all matters related to this Agreement;
2. Use its best efforts to ensure that applicable local ordinances are not in conflict with either the Rules or the provisions of this Agreement;
3. Ensure that all restricted units are identified as affordable within the tax assessor's office and any municipal utility authority (MUA). The Borough and MUA shall promptly notify the administrative agent of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on any affordable units.
4. Provide all reasonable and necessary assistance to CGP&H in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages court decisions or other authorities governing the affordability control services to be provided under the Agreement.
5. Provide CGP&H all available files for existing deed restricted rental and ownership units that are part of this scope of services. This includes but not limited to income certification files for current tenant and owners, deed restrictions, and original pricing information.

Section 10. Notices

All notices and other written communications between the Borough and CGP&H shall be to the addresses and personnel specified below:

if to CGP&H:	if to the Municipality:
Randall Gottesman, President CGP&H, LLC 101 Interchange Plaza, Suite 301 Cranbury, NJ 08512	Sallie Graziano , Borough Clerk The Borough of Flemington 38 Park Avenue Flemington, NJ, 08822

Section 11. Non-Waiver of Conditions

The failure of either party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not constitute a consent to waiver of or excuse for any other different or subsequent breach of the same of other provision, nor as a result shall either part relinquish any rights which it may have under this Agreement. No terms or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the waiving party.

Section 12. Merger and Amendment

This written agreement, together with its Exhibits, constitutes the sole agreement between the parties with respect to the matters covered therein, and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this Agreement may be modified by written amendments clearly identified as such and signed by both the Borough and CGP&H.

Section 13. Partial Invalidation of Agreement

Should any provision of this Agreement be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

IN WITNESS WHEREOF, CGP&H and the Borough have executed this Agreement in triplicate as of the date first above written.

ATTEST:

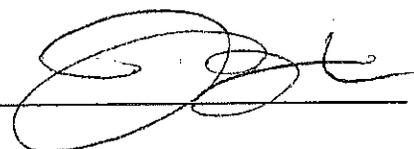
BOROUGH OF FLEMINGTON

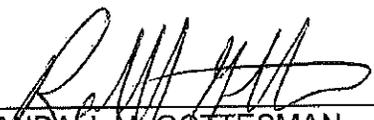

SALLIE GRAZIANO, CLERK

BY: 
PHIL GREINER
MAYOR

WITNESS OR ATTEST:

CGP&H, LLC



BY: 
RANDALL M. GOTTESMAN
PRESIDENT

SCHEDULE A

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- E. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by

N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

- F. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, Color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- H. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.
- I. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27 et seq.).

COMPANY: CGP&H, LLC

SIGNATURE: _____

TITLE: President

DATE: 4/4/17



The Borough of
Flemington, NJ

Affordable Housing
Administrative Agent
Policies & Procedures Manual

Administration of Affordable Units

June, 2017



CGPH

Community Grants, Planning & Housing
101 Interchange Plaza, Suite 301
Cranbury, NJ 08512
609-664-2769
www.cgph.net
www.AffordableHomesNewJersey.com

Borough of Flemington Administration of Affordable Units Operating Manual

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Executive Summary

This **Operating Manual**, prepared for the Borough of Flemington 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 instruction 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?

In order 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 Flemington located in Region 3. 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.

The New Jersey Law Against Discrimination (“**LAD**”) prohibits discrimination when selling or renting property. The law covers owners, agents, employees and brokers and

² http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph, US HUD Website, accessed June 7, 2016.

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, the prevailing mortgage interest rate will be used to determine the affordability of that particular unit to the applicant household.

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**”).

Sometimes it is not possible for the bedroom and/or income distribution of new developments to comply with all UHAC requirements because, for example, a Municipality's Affordable Housing Ordinance may require a small number of Affordable Units in the development. If a development's mandated set-aside is too small to address all of the required bedroom sizes and income ranges typically provided in a development, the Administrative Agent will notify the Planner and Municipal Housing Liaison to determine the next steps.

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

RENTAL 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: _____

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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. 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. 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.

If the bedroom or pricing distribution does not comply with UHAC because, for example, of the number of the units in the project, the Administrative Agent will notify the Municipal Housing Liaison to determine the next steps.

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.*

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

3. Deed Restriction

Affordable Units created under this program will be deed restricted as affordable for a period of at least 30 years. 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 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.

III. Marketing of Units, Waiting List, and Matching Households to Available Units

The following section describes the steps that will be taken to identify 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 Flemington has not selected to use regional preference in Flemington’s Affordable Housing Ordinance or Veterans Preference. 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</u> for definition of “ Age-Restricted Units. ”
2. Regional Preference	Municipalities may choose to give preference to households that live or work in the local Affordable Housing region. Should the municipality choose 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. <u>See Figure 5</u> 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 low to 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. Borough of Flemington does not 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*.

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	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 settlement agreement is finalized to prevent the other spouse from making a claim on the home. Any waiver requests from this rule will be referred to the municipal attorney so they can make a determination of whether the non-applicant spouse can make a claim on the affordable home.

Separated applicants may rent an affordable home. However, in order to calculate the household income at the time of the full income certification, 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

In order 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

Figure 6 and Figure 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") such as the Hoboken Housing Authority 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

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>may receive more than one such stipend during the 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 to Municipality residents and provide program information to buyers.

5. Separated Spouses

A buyer is separated and who has not finalized its divorce settlement agreement CANNOT purchase an affordable home until the settlement agreement is finalized to prevent the other spouse from making a claim on the home. Any waiver requests from this rule will be referred to the municipal attorney so it can make a determination of whether the other spouse can make a claim on the affordable home.

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.

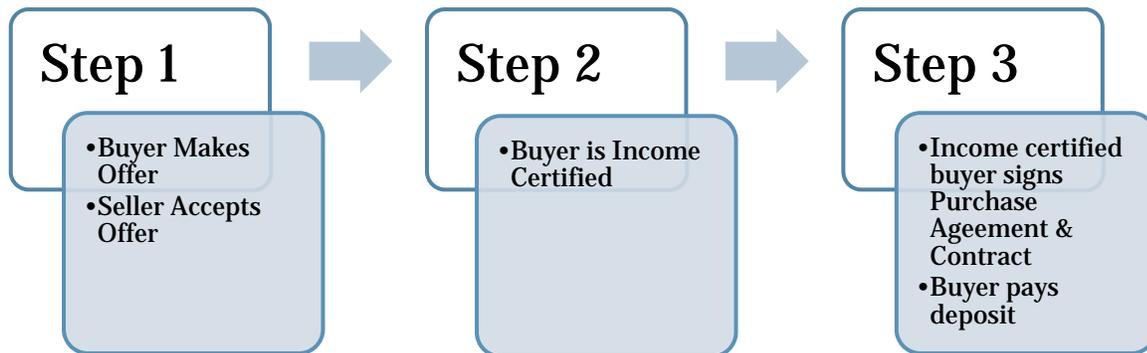
Buyers may make offers at less than the MRSP. The seller may choose to accept such an offer but is not required to accept such lower offers.

3. Good Faith Deposit/Earnest Money

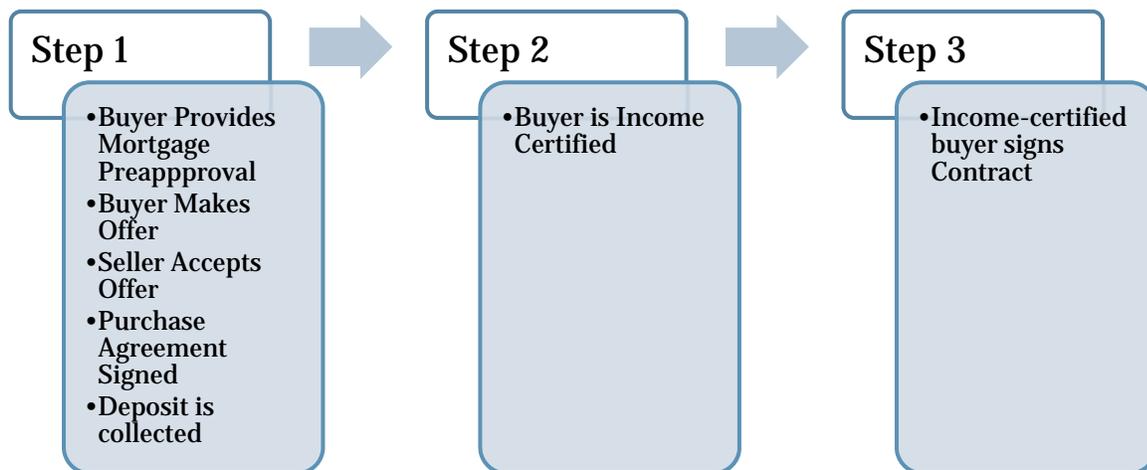
It is not required, but the seller may choose to collect a good faith deposit or earnest money at the time the Purchase Agreement is signed.

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*.

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 City of Hoboken.)

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
Form of Document as specified by COAH (see note)	<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)
<ul style="list-style-type: none"> ○ Must be filed with Administrative Agent / Municipality ◆ Must be recorded with County 		
<p>+ New Jersey Housing and Mortgage Finance Agency (“Agency”) The documents as identified above are forms as prepared, named and approved by COAH. See “Administration of Affordable Units – Appendices”; http://www.nj.gov/dca/services/lps/hss/uhac.html; NJ DCA website accessed May 25, 2016.</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. 5:80-26.12]. 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 indicia 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.

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

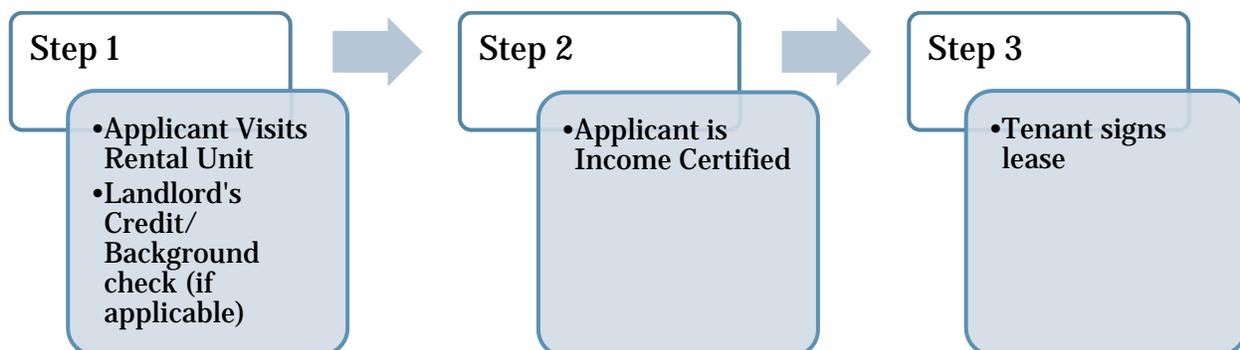
The Administrative Agent will determine the Maximum Rent that can be charged to the new tenant. This will be based on initial rent when the first tenant occupied the unit and the annual increases permitted by the State. See Appendix A for updated maximum annual rent increase. (Annual rental increases 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 based on the rental increase published by the State. 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.

In the event that 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.

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. The remedies 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 \$2,500 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 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 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 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 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 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 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 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 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 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.

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 [Region 1 for Hudson County].

“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 low to 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

Included with this information is a description of the methodology used to calculate the above information for the region in which the municipality is located.

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.

Annual Information Update - 06/2017

Region 3 Maximum Income Limits*Hunterdon, Middlesex and Somerset Counties*

Household Size	Very-Low Income	Low Income	Moderate Income	Median Income
1 Person	\$22,134	\$36,890	\$59,024	\$73,780
1.5 Person*	\$23,715	\$39,525	\$63,240	\$79,050
2 Person	\$25,296	\$42,160	\$67,456	\$84,320
3 Person*	\$28,458	\$47,430	\$75,888	\$94,860
4 Person	\$31,620	\$52,700	\$84,320	\$105,400
4.5 Person*	\$32,885	\$54,808	\$87,693	\$109,616
5 Person	\$34,150	\$56,916	\$91,066	\$113,832
6 Person	\$36,679	\$61,132	\$97,811	\$122,264
7 Person	\$39,209	\$65,348	\$104,557	\$130,696
8+ Person	\$41,738	\$69,564	\$111,302	\$139,128

* 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 3 Regional Asset Limit:**\$200,698****Region 3 Maximum Restricted Sale Price Increase:****0.38%****Region 3 Maximum Rental Increase:****1.70%**

Calculating Annual Increases to Income Limits, Resale Prices, and Rents

1. Income limits for all units that are part of the Borough'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 Township annually within 30 days of the publication of determinations of median income by HUD as follows:
 - (a) The income limit for a moderate-income unit for a household of four shall be 80 percent of the HUD determination of the median income for the Middlesex-Somerset-Hunterdon PMSA 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 median income for the Middlesex-Somerset-Hunterdon PMSA 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 HUD determination of the median income for the Middlesex-Somerset-Hunterdon PMSA 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 the previous year.
 - (b) The income limits are based on carrying out the process in paragraph (a) based on HUD determination of median income for the current Fiscal Year, and shall be utilized by the Borough until new income limits are available.
2. 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 by the Council:
 - (a) 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 determined pursuant to paragraph 1. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 - (b) The rent of very low-income, low-income 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 anyone 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.



17. AFFIRMATIVE MARKETING PLAN

ADOPTED

RESOLUTION 2017-135

DOC ID: 2534

Adopting the Affirmative Fair Housing Marketing Plan for the Borough of Flemington

WHEREAS, in accordance with the Fair Housing Act and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26-1, *et seq.*), the Borough of Flemington is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created within the Borough of Flemington are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 3, the Housing Region encompassing the Borough of Flemington.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Marketing Plan

All affordable housing units in the Borough of Flemington shall be marketed in accordance with the provisions herein unless otherwise provided by law or regulation of the State of New Jersey.

This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low, low and moderate income units, including those that are part of the Township'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.

The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract to the Borough of Flemington. 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 Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Borough of Flemington is in Housing Region 3, consisting of Hunterdon, Middlesex and Somerset Counties.

The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all available units have been leased or sold.

The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, with the advertisement subject to the review and approval of the Administrative Agent and paid for by the owner/developer/landlord.

Advertisements will be published in at least one major circulation daily newspaper of regional circulation (throughout all of Region 3), or through a series of daily newspapers that reaches all of Region 3 residents. This may include but is not limited to the Star Ledger, the Home News Tribune or the Courier News.

Advertisements will be published in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily within Hunterdon County and the other two of which shall be circulated primarily outside of Hunterdon County but within the housing region.

Advertisements will be broadcast on a regional cable television station.

Advertisements will be placed on the following websites:

<<http://www.historicflemington.com/>> New Jersey Housing Resource Center (NJHRC) at

<<http://www.njhrc.gov/>>.

The advertisement shall include a description of the:

1. Street address(es) of the units;
2. Directions to the units;
3. Range of prices for the units;
4. Numbers of bedrooms in units (bedroom mix);
5. Maximum income permitted to qualify for the units;
6. Location of applications;
7. Application fees, if any;
8. Number of units currently available; and
9. Anticipated dates of availability.

The Administrative Agent shall develop, maintain and regularly update a list of community contact person(s) and/or organizations(s) in Hunterdon, Middlesex, and Somerset Counties that will aid in Flemington's affirmative marketing program. The list shall include as many contacts that will reach out to groups that are least likely to apply for housing within the region.

Information shall be sent quarterly to every entity on the Township's affirmative marketing list. Please see Appendix I at the end of this Resolution for a list of all current community contacts, including reaching those least likely to apply, major employers, institutions, public entities, etc.

Preliminary Applications

Locations of applications, brochures, and flyers to affirmatively market the program are listed in Appendix II. Preliminary applications or links to online preliminary applications shall be provided by the Administrative Agent, the Developer, and the Municipal Housing Liaison to prospective applicants upon request. When on-line 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, and mail them a confirmation and details. If applicant prefers completing a paper copy themselves, a paper copy will be sent by mail to the prospective applicant.

Random Selection

Whenever necessary, a random selection method to select occupants of low and moderate income housing will be used by the Administrative Agent, in conformance with N.J.A.C. 5:80-26.16 (l).

Administration of Affirmative Marketing Plan

The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C 5:80-26-1, *et seq.*

Whenever appropriate, the Administrative Agent shall provide or direct qualified low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law. The Administrative Agent shall develop, maintain and update a list of entities and lenders willing and able to perform such services.

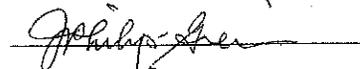
All developers/owners of low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.

The implementation of the Affirmative Marketing Plan for a new development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all affordable 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 Township-wide Affirmative Marketing Plan that the Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in Flemington that is subject to NJAC 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Township'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 3, included at the end of this document as Appendix III.

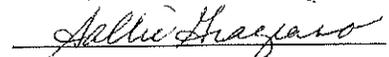
The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq.

Adopted: July 24, 2017


J. Philip Greiner, Mayor

Attest: 
Sallie Graziano, Acting Borough Clerk

I hereby certify that this is a true copy of a resolution duly adopted by the Mayor and Council of the Borough of Flemington at a Council meeting held on July 24, 2017.


Sallie Graziano, Acting Borough Clerk

ATTACHMENTS:

- Flemington AMP appendices (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marc Hain, Council President
SECONDER:	Kim Tilly, Councilwoman
AYES:	Hain, Liebowitz, Peterson, Swingle, Tilly
ABSENT:	John Gorman

RESOLUTION
BOROUGH OF FLEMINGTON, COUNTY OF HUNTERDON
ADOPTING THE AFFIRMATIVE FAIR HOUSING MARKETING PLAN
FOR THE BOROUGH OF FLEMINGTON

WHEREAS, in accordance with the Fair Housing Act and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26-1, *et seq.*), the Borough of Flemington is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created within the Borough of Flemington are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 3, the Housing Region encompassing the Borough of Flemington.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Flemington, County of Hunterdon, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Marketing Plan

All affordable housing units in the Borough of Flemington shall be marketed in accordance with the provisions herein unless otherwise provided by law or regulation of the State of New Jersey.

This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low, low and moderate income units, including those that are part of the Township'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.

The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract to the Borough of Flemington. 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 Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Borough of Flemington is in Housing Region 3, consisting of Hunterdon, Middlesex and Somerset Counties.

The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all available units have been leased or sold.

The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, with the advertisement subject to the review and approval of the Administrative Agent and paid for by the owner/developer/landlord.

Advertisements will be published in at least one major circulation daily newspaper of regional circulation (throughout all of Region 3), or through a series of daily newspapers that reaches all of Region 3 residents. This may include but is not limited to the Star Ledge, the Homes News Tribune or the Courier news.

Advertisements will be published in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily within Hunterdon County and the other two of which shall be circulated primarily outside of Hunterdon County but within the housing region.

Advertisements will be broadcast on a regional cable television station.

Advertisements will be placed on the following websites:
<http://www.historicflemington.com/>, New Jersey Housing Resource Center (NJHRC) at <http://www.njhrc.gov/>.

The advertisement shall include a description of the:

1. Street address(es) of the units;
2. Directions to the units;
3. Range of prices for the units;
4. Numbers of bedrooms in units (bedroom mix);
5. Maximum income permitted to qualify for the units;
6. Location of applications;
7. Application fees, if any;
8. Number of units currently available; and
9. Anticipated dates of availability.

The Administrative Agent shall develop, maintain and regularly update a list of community contact person(s) and/or organizations(s) in Hunterdon, Middlesex, and Somerset Counties that will aid in Flemington's affirmative marketing program. The list shall include as many contacts that will reach out to groups that are least likely to apply for housing within the region. Information shall be sent quarterly to every entity on the Township's affirmative marketing list. Please see Appendix I at the end of this Resolution for a list of all current community contacts, including reaching those least likely to apply, major employers, institutions, public entities, etc.

Preliminary Applications

Locations of applications, brochures, and flyers to affirmatively market the program are listed in Appendix II. Preliminary applications or links to online preliminary applications shall be provided by the Administrative Agent, the Developer, and the Municipal Housing Liaison to prospective applicants upon request. When on-line 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, and mail them a confirmation and details. If applicant prefers completing a paper copy themselves, a paper copy will be sent by mail to the prospective applicant.

Random Selection

Whenever necessary, a random selection method to select occupants of low and moderate income housing will be used by the Administrative Agent, in conformance with N.J.A.C. 5:80-26.16 (1).

Administration of Affirmative Marketing Plan

The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C 5:80-26-1, *et seq.*

Whenever appropriate, the Administrative Agent shall provide or direct qualified low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law. The Administrative Agent shall develop, maintain and update a list of entities and lenders willing and able to perform such services.

All developers/owners of low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.

The implementation of the Affirmative Marketing Plan for a new development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all affordable 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 Township-wide Affirmative Marketing Plan that the

Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in Flemington that is subject to NJAC 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Township'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 3, included at the end of this document as Appendix III.

The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, *et seq.*

I hereby certify that this is a true copy of a resolution duly adopted by the Mayor and Council of the Borough of Flemington at a Council meeting held on _____, 2017.

Appendix I.: Borough of Flemington Affirmative Marketing Mailing List

<u>Business Name</u>	<u>Address1</u>	<u>Address 2</u>	<u>City State Zip</u>	<u>County</u>	<u>Type of Organization</u>
Bunnvale Library	7 Bunnvale Rd.		Califon, NJ 07830	Hunterdon County	Library
Flemington Free Public Library	118 Main St.		Flemington, NJ 08822	Hunterdon County	Library
Frenchtown Public Library	29 Second St.		Frenchtown, NJ 08825	Hunterdon County	Library
High Bridge Public Library	71 Main St.		High Bridge, NJ 08829	Hunterdon County	Library
Holland Alexandria Library	129 Springs Mills Rd.		Milford, NJ 08848	Hunterdon County	Library
Hunterdon County Library	314 State Route 12, Bldg #3	Attn: Karen Kilpatrick	Flemington, NJ 08822	Hunterdon County	Library
Lambertville Public Library	6 Lilly St.		Lambertville, NJ 08530	Hunterdon County	Library
North County Branch Library	65 Halstead St.		Clinton, NJ 08809	Hunterdon County	Library
Readington Township Library	PO Box 87		Whitehouse Station, NJ 08889	Hunterdon County	Library
South County Branch Library	1432 Route 179	Unit B-1	Lambertville, NJ 08530	Hunterdon County	Library
Tewksbury Public Library	PO Box 49		Oldwick, NJ 08858	Hunterdon County	Library
Three Bridges Library	449 Main St.		Three Bridges, NJ 08887	Hunterdon County	Library
Milford Public Library	PO Box F		Milford, NJ 08848	Hunterdon Somerset	Library
AT&T	894 Route 1 North		Edison, NJ 08817	Middlesex County	Library
Bristol-Myers Squibb	1 Squibb Drive		New Brunswick, NJ 08901	Middlesex County	Library
Clara Barton Branch Library	141 Hoover Avenue		Edison, NJ 08837	Middlesex County	Library
Colgate Palmolive Corporation	909 River Rd., P.O. Box 1343	Attn: Human Resources	Piscataway, NJ 08854	Middlesex County	Library
Cranbury Public Library	23 N. Main St.		Canbury, NJ 08512	Middlesex County	Library
Cranford Public Library	224 Walnut Ave.		Cranford NJ 07016	Middlesex County	Library
Dow Jones & Co	54 Eddington Lane		Monroe, NJ 08831	Middlesex County	Library
Dowdell Library Of South Amboy	100 Harold G. Hoffman Plaza		South Amboy, NJ 08879	Middlesex County	Library
Dunellen Free Public Library	100 New Market Rd.		Dunellen NJ 08812	Middlesex County	Library
East Brunswick Public Library	2 Jean Walling Civic Center		East Brunswick NJ 08816	Middlesex County	Library
Edison Township Free Public Library	340 Plainfield Ave.		Edison NJ 08817	Middlesex County	Library
Franklin Township Public Library	485 DeMott Lane		Somerset, NJ 08873	Middlesex County	Library
Free Public Library of Woodbridge	1 George Frederick Plaza		Woodbridge NJ 07095	Middlesex County	Library
Highland Park Public Library	31 N. Fifth Ave.		Highland Park NJ 08904	Middlesex County	Library
Hygrade Beverage	P.O. Box 7092	Attn: Human Resources	North Brunswick, NJ 08902	Middlesex County	Library
J. F. K. Medical Center	65 James St.		Edison, NJ 08818	Middlesex County	Library
Jamesburg Public Library	229 Gatzmer Ave.		Jamesburg NJ 08831	Middlesex County	Library
Libraries Of Middlesex Automation Consortium	1030 St. Georges Ave Suite 203		Avenel, 07001	Middlesex County	Library
MetLife	186 Wood Avenue South		Iselin, NJ 08854	Middlesex County	Library
Metuchen Public Library	480 Middlesex Ave.		Metuchen NJ 08840	Middlesex County	Library
Middlesex Library	1300 Mountain Ave.		Middlesex, NJ 08846	Middlesex County	Library
Milltown Public Library	20 W. Church St.		Milltown, NJ 08850	Middlesex County	Library
Monroe Twp Public Library-Middlesex	4 Municipal Plaza		Monroe, NJ 08831	Middlesex County	Library
New Brunswick Library	60 Livingston Ave.		New Brunswick, NJ 08901	Middlesex County	Library
North Brunswick Free Public Library	880 Hermann Rd.		North Brunswick, NJ 08902	Middlesex County	Library
North Edison Branch Library	777 Grove Avenue		Edison, NJ 08820	Middlesex County	Library
OHM Laboratories	P.O. Box 7397		North Brunswick, NJ 08902	Middlesex County	Library
Old Bridge Public Library	1 Old Bridge Plaza		Old Bridge, NJ 08857	Middlesex County	Library
Perth Amboy Free Public Library	196 Jefferson St.		Perth Amboy, NJ 8861	Middlesex County	Library
Phillips Lighting	200 Franklin Square Drive		Somerset, NJ 08873	Middlesex County	Library
Piscataway Public Library	500 Hoes Lane		Piscataway, NJ 08854	Middlesex County	Library
Plainsboro Free Public Library	641 Plainsboro Road		Plainsboro, NJ 08536	Middlesex County	Library
Raritan Bay Medical Center	530 New Brunswick Ave.		Perth Amboy, NJ 08861	Middlesex County	Library
Rutgers University	Archibald S Alexander Library	169 College Ave	New Brunswick NJ 08903	Middlesex County	Library
Rutgers University	Library of Science & Medicine	Bevier Rd Busch Campus	Piscataway NJ 08854	Middlesex County	Library
Rutgers University	620 George St.		New Brunswick, NJ 08901	Middlesex County	Library
Sayreville Free Public Library	1050 Washington Rd.		Parlin, NJ 08859	Middlesex County	Library
Siemens AG	755 College Rd.		Princeton, NJ 08540	Middlesex County	Library
South Brunswick Public Library	110 Kingston Lane		Monmouth Junction, NJ 08852	Middlesex County	Library
South Plainfield Free Public Library	2484 Plainfield Ave.		South Plainfield, NJ 07080	Middlesex County	Library
South River Public Library	55 Appleby Ave.		South River, NJ	Middlesex County	Library

Spotswood Public Library	548 Main St.		Spotswood, NJ 08884	Middlesex County	Library
St. Peters University Hospital	254 Eason Ave.		New Brunswick, NJ 08901	Middlesex County	Library
Telecordia Technology	444 Hoes Lane		Piscataway, NJ 08854	Middlesex County	Library
Bedminster-Far Hills	2336 Lamington Rd.		Bedminster, NJ 07921	Somerset County	Library
Bernards Township Library	32 South Maple Ave.		Basking Ridge, NJ 07920	Somerset County	Library
Bernardsville Public Library	1 Anderson Hill Rd.		Bernardsville, NJ 07924	Somerset County	Library
Bound Brook Memorial Library	402 East High St.		Bound Brook, NJ 08805	Somerset County	Library
Hillsborough Library	379 South Branch Rd.		Hillsborough, NJ 08844	Somerset County	Library
Manville Public Library	100 S. Tenth Ave.		Manville, NJ 08835	Somerset County	Library
Mary Jacobs Memorial Library	64 Washington St.		Rocky Hill, NJ 08553	Somerset County	Library
North Plainfield Memorial Library	6 Rockview Ave.		North Plainfield, NJ 07060	Somerset County	Library
Peapack-Gladstone Library	Peapack Gladstone Municipal Complex	School St.	Peapack, NJ 07977	Somerset County	Library
Raritan Public Library	54 E. Somerset St.		Raritan, NJ 08869	Somerset County	Library
Somerset County Library	1 Vogt Drive		Bridgewater, NJ 08807	Somerset County	Library
Somerset County Library North Plainfield Branch	6 Rockview Ave.		North Plainfield, NJ 07060	Somerset County	Library
Somerville Public Library	35 West End Ave.		Somerville NJ 08876	Somerset County	Library
Warren Township Library	42 Mountain Blvd.		Warren, NJ 07059	Somerset County	Library
Watchung Library	12 Stirling Rd.		Watchung, NJ 07069	Somerset County	Library
3M	500 Route 202 North		Flemington, NJ 08822	Hunterdon County	Major Employers
A.M. Best	1 Ambest Rd.		Oldwick, NJ 08858	Hunterdon County	Major Employers
Atlantic Spring	PO Box 650		Flemington, NJ 08822	Hunterdon County	Major Employers
Burlington Coat Factory	325 US Highway 202 # 1		Flemington, NJ 08822	Hunterdon County	Major Employers
Chubb Insurance	202 Halls Mill Rd.		Whitehouse Station, NJ 08889	Hunterdon County	Major Employers
Exxonmobile Research	1545 US Highway 22 East		Annandale, NJ 08801	Hunterdon County	Major Employers
Fibermark Inc.	131 Spring Garden St		Milford, NJ 08848	Hunterdon County	Major Employers
Flemington Department Store	151 New Jersey 31		Flemington, NJ 08822	Hunterdon County	Major Employers
Foster Wheeler	Perryville Corporate Park		Clinton, NJ 08809-4000	Hunterdon County	Major Employers
Georgia Pacific	623 Riegelsville Rd.		Milford, NJ 08848	Hunterdon County	Major Employers
Hitran Corp.	362 State Route 31		Flemington, NJ 08822	Hunterdon County	Major Employers
Hunterdon Care Center	1 Leisure Ct.		Flemington, NJ 08822	Hunterdon County	Major Employers
Hunterdon County	PO Box 2900		Flemington, NJ 08822	Hunterdon County	Major Employers
Hunterdon Hills Playhouse	88 State Route 173		Hampton, NJ 08827	Hunterdon County	Major Employers
Hunterdon Medical Center	2100 Wescott Drive		Flemington, NJ 08822	Hunterdon County	Major Employers
Ingersoll Rand	1467 State Route 31 S.		Annandale, NJ 08801	Hunterdon County	Major Employers
Johanna Foods	PO Box 272		Flemington, NJ 08822	Hunterdon County	Major Employers
Lamberville Station	11 Bridge Street		Lamberville, NJ 08530	Hunterdon County	Major Employers
Merck	1 Merck Drive		Whitehouse Station, NJ 08889	Hunterdon County	Major Employers
New York Life	110 Cokesbury Rd.		Lebanon, NJ 08833	Hunterdon County	Major Employers
Raritan Valley Disposal	9 Frontage Road		Clinton, NJ 08809-4000	Hunterdon County	Major Employers
Readington Farms	12 Mill Rd		Whitehouse STA, NJ 08889	Hunterdon County	Major Employers
Shop-Rite of Hunterdon	272 US Highway 202/31		Flemington, NJ 08822	Hunterdon County	Major Employers
Sprint	268 US Highway 202/31		Flemington, NJ 08822	Hunterdon County	Major Employers
Tekni-Plex, Inc	112 Church St.		Flemington, NJ 08822	Hunterdon County	Major Employers
Walmart	152 State Route 31 North		Flemington, NJ 08822	Hunterdon County	Major Employers
Bank of America	159 Wood Ave	159 Wood Ave	Edison, NJ 08820	Middlesex County	Major Employers
Johnson & Johnson	1 Johnson & Johnson Plaza	Attn: Human Resources	New Brunswick, NJ 08901	Middlesex County	Major Employers
Robert Wood Johnson Hospital	1 Robert Wood Johnson Pl.		New Brunswick, NJ 08901	Middlesex County	Major Employers
Wells Fargo Bank	1899 Route 27		Edison, NJ 08817	Middlesex County	Major Employers
AT&T	1414 Campbell St.		Rahway, NJ 07065	Somerset County	Major Employers
Brother International	Corporate Headquarters:	100 Somerset Corporate Blvd.	Bridgewater, NJ 08807-0911	Somerset County	Major Employers
Chubb Group of Insurance Companies	15 Mountain View Rd.		Warren, NJ 07059	Somerset County	Major Employers
Ethicon	Route 22 West		Somerville, NJ 08876	Somerset County	Major Employers
ICI Americas Inc.	450 West First Ave.		Roselle, NJ 07203	Somerset County	Major Employers
ITW Electronic Component Packaging	600 Mountain Ave.		Murray Hill, NJ 07974	Somerset County	Major Employers
Johnson & Johnson	1 Merck Drive	P.O. Box 2000	Rahway, NJ 07065	Somerset County	Major Employers
Montgomery Township BOE	1014 Route 601		Skillman, NJ 08558	Somerset County	Major Employers

Montgomery Township High School	1016 Route 601		Skillman, NJ 08558	Somerset County	Major Employers
Montgomery Township Lower Middle School	373 Burnt Hill Rd.		Skillman, NJ 08558	Somerset County	Major Employers
Montgomery Township Upper Middle School	375 Burnt Hill Rd.		Skillman, NJ 08558	Somerset County	Major Employers
Orchard Hill Elementary School	244 Orchard Rd.		Skillman, NJ 08558	Somerset County	Major Employers
Phillips- Van Heusen Corporation	1001 Frontier Rd.		Bridgewater, NJ 08807	Somerset County	Major Employers
Somerset Medical Center	110 Rehill Ave.		Somerville, NJ 08876	Somerset County	Major Employers
TD Bank	3221 State Route 27		Franklin Park, NJ 08823	Somerset County	Major Employers
Village Elementary School	100 Main Blvd		Skillman, NJ 08558	Somerset County	Major Employers
Bristol-Myers Squibb	777 Scudders Mill Rd		Plainsboro, NJ 08536	Middlesex County	Major Employers
J.F.K Medical Center	65 James Street		Edison, NJ 08820	Middlesex County	Major Employers
Lowe's Home Improvement	150 NJ-31		Flemington, NJ 08822	Hunterdon County	Major Employers
Silverline Building Products	1 Silverline Dr		North Brunswick, NJ 08902	Middlesex County	Major Employers
St. Peter's University Hospital	254 Easton Ave.		New Brunswick, NJ 08901	Middlesex County	Major Employers
Telcordia Technology	1 Telcordia Dr.		Piscataway, NJ 08854	Middlesex County	Major Employers
The Home Depot	244 Highway 202		Flemington, NJ 08822	Hunterdon County	Major Employers
Beacon Newspaper	P.O. Box 350		Princeton, NJ 08542	Hunterdon County	Media
Comcast	279 Amwell Rd.		Hillsborough, NJ 08844	Hunterdon County	Media
Hunterdon County Democrat	200 State Route 31 Ste 200		Flemington, NJ 08822	Hunterdon County	Media
Cablevision of South Raritan	275 Centennial Ave.		Piscataway, NJ 08854	Middlesex County	Media
Comcast of East Windsor	90 Lake Drive		East Windsor, NJ 08520	Middlesex County	Media
Comcast of Northwest New Jersey	155 Port Murray Rd.		Mansfield, NJ 07865	Middlesex County	Media
Home News Tribune	3601 Highway 66		Neptune, NJ 07756	Middlesex County	Media
South Plainfield Observer	1110 Hamilton Blvd	Suite 1B	South Plainfield, NJ 07080	Middlesex County	Media
Star-Ledger	1 Star Ledger Plaza		Newark, NJ 07102	Middlesex County	Media
Bernardsville News	17-19 Morristown Rd.		Bernardsville, NJ 07924	Somerset County	Media
Cablevision of South Raritan	275 Centennial Ave.		Piscataway, NJ 08854	Somerset County	Media
Star-Ledger	1 Star Ledger Plaza		Newark, NJ 07102	Somerset County	Media
Middlesex County Association of Realtors	779 Gornik Drive		Perth Amboy, NJ 08861	Middlesex County	Other
Central Jersey Housing Resource Center	600 First Ave., Suite 3		Raritan, NJ 08869	Somerset County	Other
Hunterdon/Somerset Association of Realtors	3461 Route 22 East, Building B		Branchburg, NJ 08876	Somerset County	Other
Abundant Life	P.O. Box 870	Bishop George C. Searight	New Brunswick, NJ 08903	Middlesex County	Religious Buildings
Anshe Emeth Memorial Temple	222 Livingston Ave.	Rabbi Bennett Miller	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Antioch Christian Church	28 Oliver Ave.	Reverend Marion Hannah	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Ascension Lutheran Church	247 Somerset St. #732	Reverend Robert Wilson	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Bayard St. Presbyterian Church	22 Joyce Kilmer Ave #A	Reverend Joseph Bodnar	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Calvary Baptist Church	38 McKinley Ave.		Carteret, NJ 07008	Middlesex County	Religious Buildings
Carteret Jewish Community Center	42 Noe St.		Carteret, NJ 07008	Middlesex County	Religious Buildings
Chabad House - Lubavitch	170 College Ave.	Rabbi Yosef Carlebach	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Christ Church Episcopal Of New Brunswick	5 Paterson St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Christian Fellowship Church	1212 Livingston Ave.	Reverend Stephen Sherman	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Emanuel Evangelical Lutheran Church	3 Kirkpatrick St.	Reverend Jeffrey C. Eaton	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Faith Home Baptist Church	40 Georges Rd.	Reverend William C. Riddick	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
First Baptist Church	24 Essex St.		Carteret, NJ 07008	Middlesex County	Religious Buildings
First Baptist Church of Lincoln Gardens	771 Somerset St.	Reverend Dr. DeForest "Buster" Soaries	Somerset, NJ 08873	Middlesex County	Religious Buildings
First Presbyterian Church	81 Carteret Ave.		Carteret, NJ 07008	Middlesex County	Religious Buildings
First reformed Church	9 Bayard St.	Reverend Dr. Hartmut Kramer-Mills	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Friendship Christian Church	71 Throop Ave.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Holy Family Church	213 Pershing Ave.		Carteret, NJ 07008	Middlesex County	Religious Buildings
Holy Virgin Protection Russian Orthodox	301 Handy St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Hungarian Reformed Church	175 Pershing Ave.		Carteret, NJ 07008	Middlesex County	Religious Buildings
Igl Pta Puerto di Sion	318 Townsend St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Kingdom Hall of Jehovahs Witness	121 French St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Magyar Reformed Church	175 Summer St.	Reverend Zsolt Otvos	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Mount Carmel Church of Christ	211 French St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Mount Zion AME Church	39 Morris St.	Reverend Daylan K. Greer Sr.	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Mount Zion First Born Church	62 Larch Ave.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings

Nativity of the Blessed Virgin Mary Ukranian	80 Livingston Ave		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
New Brunswick Friends Meeting (Quaker)	109 Nichol Ave.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Our Lady of Mount Carmel Church	75 Morris St.	Reverend Ramon Nacaricon	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Pentecostal Church of God	186 Commercial Ave.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Peoples AME Zion Church	77 Union St.		Carteret, NJ 07008	Middlesex County	Religious Buildings
Presbyterian Church of New Brunswick	100 Livingston Ave. #173	Reverend Szabolcs S. Nagy	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Progressive Church of God & Christ	124 French St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Revival Center Church	45 Edwin St.		Carteret, NJ 07008	Middlesex County	Religious Buildings
Sacred Heart Roman Catholic	213 Pershing Ave.		Carteret, NJ 07008	Middlesex County	Religious Buildings
Sacred Heart Roman Catholic	56 Throop Ave.	Reverend Joseph Kerrigan	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Saint Peters	222 Easton Ave.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Second Reformed Church	100 College Ave.	Reverend Dr. Andrew R. Rienstra	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Seventh Day Adventist	339 Livingston Ave.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Seventh Day Adventist Spanish Church	27 Division St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Sharon Baptist Church	25 Howard St.	Reverend Kevin Jones	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
St. Albans Episcopal	148 Lee Ave.	Reverend Harroldean Ashton	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
St. Demetrius Ukraine	645 Roosevelt Ave.		Carteret, NJ 07008	Middlesex County	Religious Buildings
St. Elias Church	42 Cooke Ave.		Carteret, NJ 07008	Middlesex County	Religious Buildings
St. John the Evangelist	189 George Rd.	Reverend Matthew L. Buterbaugh	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
St. Johns The Baptist	29 Abeel St.	Reverend Marco Caceres	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
St. Joseph Byzantine Church	30 High St.	Reverend Stephen Skinta	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
St. Joseph Church	7 Locust St.		Carteret, NJ 07008	Middlesex County	Religious Buildings
St. Ladislaus Church	215 Somerset St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
St. Mary of Mount Virgin	198 1/2 Sanford St.	Monsignor Robert Santa Barbara	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
St. Mary's Ukranian Catholic	719 Roosevelt Ave.		Carteret, NJ 07008	Middlesex County	Religious Buildings
St. Peters R.C. Church	94 Somerset St.	Reverend Peter Cebulka	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
St. Peters R.C. Church	94 Somerset St.	Reverend Thomas Odorizzi	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
St. Sharbel Maronite Church	7 Reeve St.	Reverend Maron Asmar	Somerset, NJ 08873	Middlesex County	Religious Buildings
Suydam St. Church	74 Drift St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Synod of Mid Atlantics Reformed Church	17 Seminary Pl.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Tabernacle Baptist Church	239 George St.	Reverend Dr. Leo H. Graham	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Tabernacle Pentecostal Church	104 Union St.		Carteret, NJ 07008	Middlesex County	Religious Buildings
Taiwanese American Pres Church	100 Livingston Ave.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
The Church of Jesus Church	21 Charles St.	Reverend Salvador Sgro	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
The First Baptist Church	226 Hale St.	Reverend Dr. John Hayward	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
The Promise Church of god	193 Suydam St.		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
The Salvation Army	287 Handy St.	Captains Domingo & Rosa Urban	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
The United Mehodist Church	323 George #23	Reverend Dr. Gregory B. Young	New Brunswick, NJ 08901	Middlesex County	Religious Buildings
University Heights Seventh Day	P.O. Box 1152		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Zionh Evangelical Lutheran Church	714 Roosevelt Ave.		Carteret, NJ 07008	Middlesex County	Religious Buildings
Blawenburg Reformed Church	424 Route 518		Blawenburg, NJ 08504	Somerset County	Religious Buildings
Blessed Sacrament Church	1890 Washington Valley Rd.		Martinsville, NJ 08836	Somerset County	Religious Buildings
Bound Brook United Methodist Church	150 West Union Ave.		Bound Brook, NJ 08805	Somerset County	Religious Buildings
Chinese Christian Church	119 Matilda Ave.		Somerset, NJ 08873	Somerset County	Religious Buildings
Christ Presbyterian Church	1600 Washington Valley Rd.		Martinsville, NJ 08836	Somerset County	Religious Buildings
Congregational Church of Bound Brook	209 Church St.		Bound Brook, NJ 08805	Somerset County	Religious Buildings
Emmanuel Baptist Church	34 S 3rd Ave.		Manville, NJ 08835	Somerset County	Religious Buildings
Eternal Life Church	322 Franklin Blvd.		Somerset, NJ 08873	Somerset County	Religious Buildings
Faith In Action Church	228 S. Main St.		Manville, NJ 08835	Somerset County	Religious Buildings
First Baptist Church	43 Franklin St.		South Bound Brook, NJ 08880	Somerset County	Religious Buildings
First Presbyterian Church	321 Mine Brook Rd.		Bernardsville, NJ 07924	Somerset County	Religious Buildings
Gateway Church	324 Milltown Rd.		Bridgewater, NJ 08807	Somerset County	Religious Buildings
Grace Community Church	424 Garretson Rd.		Bridgewater, NJ 08807	Somerset County	Religious Buildings
Hope Church	519 East Main St.		Bound Brook, NJ 08805	Somerset County	Religious Buildings
Montgomery United Methodist Church	Pastor Tony Godlefski	117 Sunset Rd.	Belle Meade, NJ 08502	Somerset County	Religious Buildings
Our Lady of Mercy	122 High St.		South Bound Brook, NJ 08880	Somerset County	Religious Buildings

St. Johns Lutheran Church	319 Windsor St.		Bound Brook, NJ 08805	Somerset County	Religious Buildings
St. Mary of Cztestochowa	201 Vosseller Ave.		Bound Brook, NJ 08805	Somerset County	Religious Buildings
St. Paul's Episcopal Church	214 Church St.		Bound Brook, NJ 08805	Somerset County	Religious Buildings
Sts Peter and Paul Catholic Church	285 Hamilton St.		Somerset, NJ 08873	Somerset County	Religious Buildings
The Presbyterian Church of Bound Brook	409 Mountain Ave.		Bound Brook, NJ 08805	Somerset County	Religious Buildings
Congregation Kehilat Shalom	Rabbi Susan L. Falk	253 Belle Mead-Griggstown Rd.	Belle Mead, NJ 08502	Somerset County	Religious Buildings
Emanuel Lutheran Church	New and Kirkpatrick Streets		New Brunswick, NJ 08901	Middlesex County	Religious Buildings
Holy Trinity Episcopal Church	90 Leonardine Aveune		South River, NJ 08882	Middlesex County	Religious Buildings
Kingdom Hall of Jehovah's Witnesses	172 Hollow Rd.		Skillman, NJ 08558	Somerset County	Religious Buildings
Kingston United Methodist Church	9 Church Street	P.O. Box 291	Kingston, NJ 08528	Middlesex County	Religious Buildings
Montgomery Evangelical Free Church	Pastor Brian Cooper	246 Belle Mead-Griggstown Rd.	Belle Mead, NJ 08502	Somerset County	Religious Buildings
Msgr. Gregory E. S. Malovetz	St. Charles Borromeo Church	47 Skillman Rd.	Skillman, NJ 08558	Somerset County	Religious Buildings
New Jersey's Lesbian & Gay Havurah	P.O. Box 2576		Edison, NJ 08818	Middlesex County	Religious Buildings
St. Matthew's Roman Catholic Church	81 Seymour Avenue		Edison, NJ 08817	Middlesex County	Religious Buildings
The Temple Emmanu-El	100 James Street		Edison, NJ 08818	Middlesex County	Religious Buildings
New Brunswick Senior Center	81 Huntington St.		New Brunswick, NJ 08901	Middlesex County	Senior Center
Hunterdon County Social Services	Community Services Blvd.	P.O. Box 2900	Flemington, NJ 08822	Hunterdon County	Social Service Offices/Administration Buildings
Hunterdon County Social Services	6 Gauntt Place		Flemington, NJ 08822	Hunterdon County	Social Service Offices/Administration Buildings
United Way Hunterdon County	4 Walter Foran Blvd	Suite 104	Flemington, NJ 08822	Hunterdon County	Social Service Offices/Administration Buildings
American Red Cross of Central Jersey	707 Alexander Rd.		Princeton, NJ 08540	Middlesex County	Social Service Offices/Administration Buildings
Jewish Family & Vocational Services	32 Ford Ave.		Mililtown, NJ 08850	Middlesex County	Social Service Offices/Administration Buildings
Salvation Anny	433 State St.		Perth Amboy, NJ 08861	Middlesex County	Social Service Offices/Administration Buildings
Brunswick and Raritan Housing Corporation	56 Throop Ave.		New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings
Carteret Housing Authority	96 Roosevelt Ave.		Carteret, NJ 07008	Middlesex County	Social Service Offices/Administration Buildings
Catholic Charities Diocese of Metuchen	319 Maple St.		Perth Amboy, NJ 08861	Middlesex County	Social Service Offices/Administration Buildings
Central Jersey Legal Services, Middlesex County Division,	313 State St.	Suite 308	Perth Amboy, NJ 08861	Middlesex County	Social Service Offices/Administration Buildings
Central NJ Maternal & Child Health Consortium, Inc	2 King Arthur Court, Suite		North Brunswick, NJ 08902	Middlesex County	Social Service Offices/Administration Buildings
Edison Housing Authority	14 Rev Samuel C Carpenter Blvd		Edison, NJ 08820	Middlesex County	Social Service Offices/Administration Buildings
Elijah's Promise	18 Neilson St.		New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings
Fish Inc	456 New Market Rd.		Piscataway, NJ 08854	Middlesex County	Social Service Offices/Administration Buildings
Franklin Township Municipal Building	475 DeMott Lane		Somerset, NJ 08873	Middlesex County	Social Service Offices/Administration Buildings
Middlesex Board of Social Services	Alexander F. Jankowski Community Center	1 Olive St.	Perth Amboy, NJ 08861	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Admin Building - Housing	75 Bayard		New Brunswick, NJ 08903	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Board of Social Services	181 How Lane	PO Box 509	New Brunswick, NJ 08903	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Office On Aging	JFK Square		New Brunswick, NJ 08903	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Rental Assistance Offices	181 Howe Lane		New Brunswick, NJ 08903	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Vocational and Technical Adult Evening Schools	457 High St.		Perth Amboy, NJ 08861	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Vocational and Technical Schools	112 Rues Lane		East Brunswick, NJ 08816	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Vocational and Technical Schools	21 Suttons Lane		Piscataway, NJ 08854	Middlesex County	Social Service Offices/Administration Buildings
Accelero Learning - Asbury Park Center	907 Grand Avenue		Asbury Park, NJ 07712	Middlesex County	Social Service Offices/Administration Buildings
New Brunswick Housing Authority	P.O. Box 110		New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings
Northwest New Jersey Community Action Program, Inc. (NORWESCAP)	350 Marshall St.		Phillipsburg, NJ 08865	Middlesex County	Social Service Offices/Administration Buildings
Ozanam Family Shelter	89 Truman Drive		Edison, NJ 08817	Middlesex County	Social Service Offices/Administration Buildings
Perth Amboy Adult Education Center	178 Barracks St.		Perth Amboy, NJ 08861	Middlesex County	Social Service Offices/Administration Buildings
Perth Amboy Housing Authority	881 Amboy Ave.	PO Box 390	Perth Amboy, NJ 08862	Middlesex County	Social Service Offices/Administration Buildings
Rahway Housing Authority	498 Capobianco Plz		Rahway, NJ 07065	Middlesex County	Social Service Offices/Administration Buildings
South Amboy Housing Authority	250 South BRd.way	P.O. Box 817	South Amboy, NJ 08879	Middlesex County	Social Service Offices/Administration Buildings
St. John's Center	24 Abeel St.		New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings
The Salvation Army	287 Handy St., P.O. Box 269		New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings
Montgomery Township Senior Center	Otto Kaufman Community Center	356 Skillman Rd.	Skillman, NJ 08558	Somerset County	Social Service Offices/Administration Buildings
Rotary Club of Montgomery/Rocky Hill	P.O. Box 333		Rocky Hill, NJ 08553	Somerset County	Social Service Offices/Administration Buildings
Somerset County Administration Building	20 Grove St.	P.O. Box 3000	Somerville, NJ 08876	Somerset County	Social Service Offices/Administration Buildings
Somerset County Board of Social Services	73 East High St.		Somerville, NJ 08876	Somerset County	Social Service Offices/Administration Buildings
Somerset County Office On Aging	First Floor	27 Warren St.	Somerville, NJ 08876	Somerset County	Social Service Offices/Administration Buildings
Somerset County Office on Human Services	20 Grove St.	P.O. Box 3000	Somerville, NJ 08876	Somerset County	Social Service Offices/Administration Buildings
Fair Share Housing Center	510 Park Blvd		Cherry Hill, NJ 08002		Social Service Offices/Administration Buildings

Housing and Community Development Network of New Jersey	145 W. Hanover St		Trenton, NJ 08618		Social Service Offices/Administration Buildings
Hunterdon County Administration Building	71 Main Street		Flemington NJ	Hunterdon County	Social Service Offices/Administration Buildings
Hunterdon County Department of Human Services		P.O. Box 2900	Flemington, NJ 08822-2900	Hunterdon County	Social Service Offices/Administration Buildings
Hunterdon County Dept. of Human Services, Div. of Senior, Disabilities & Vet. Svcs.		4 Gauntt Pl. Bldg. # 1, P.O. Box 2900	Flemington, NJ 08822-2900	Hunterdon County	Social Service Offices/Administration Buildings
Hunterdon County Housing Agency	8 Gauntt Place	P.O. Box 2900	Flemington, NJ 08822	Hunterdon County	Social Service Offices/Administration Buildings
Hunterdon County Social Services Board, Community Svcs	6 Gauntt Place, P.O. Box 2900		Flemington, NJ 08822-2900	Hunterdon County	Social Service Offices/Administration Buildings
Hunterdon-Somerset County Board of Realtors	3461 US-22		Branchburg, NJ 08876	Somerset County	Social Service Offices/Administration Buildings
Latino Action Network	PO Box 943		Freehold, NJ 07728		Social Service Offices/Administration Buildings
Mercer County Board of Realtors	1428 Brunswick Ave		Trenton, NJ 08638		Social Service Offices/Administration Buildings
Metuchen/Edison NAACP	127 Newman Street		Metuchen, NJ 08840	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Board of Realtors	779 Gornik Dr		Perth Amboy, NJ 08861	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Department of Human Services, County Admn. Bldg.	1 JFK Square		New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings
Middlesex County Housing & Community Development Office	County Administration Bldg, 2nd Floor	75 Bayard St, 2nd Floor	New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings
New Brunswick NAACP	PO Box 235		New Brunswick, NJ 08903	Middlesex County	Social Service Offices/Administration Buildings
New Jersey Council on Affordable Housing	101 South Broad Street	CN 813	Trenton, NJ 08625-0800		Social Service Offices/Administration Buildings
New Jersey Department of Community Affairs	101 South Broad Street	P.O. Box 800	Trenton, NJ 08625-0800		Social Service Offices/Administration Buildings
Office of Aging & Disabled Services		Middlesex County Admin Bldg., 5th Floor, 75 Bayard Street	New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings
Perth Amboy NAACP	PO Box 1219		Perth Amboy, NJ 088621	Middlesex County	Social Service Offices/Administration Buildings
Plainfield Area NAACP	PO Box 368		Plainfield, NJ 07060		Social Service Offices/Administration Buildings
Somerset County Community Action Program (SCAP)	PO Box 189		Somerset, NJ 08875-0189	Somerset County	Social Service Offices/Administration Buildings
Urban League of Hudson County	253 Martin Luther King Drive		Jersey City, NJ 07305		Social Service Offices/Administration Buildings
United Way of Central Jersey	32 Ford Ave.		Milltown, NJ 08850	Middlesex County	Social Service Offices/Administration Buildings
Hunterdon County Dept of Planning, Economic Dev & Land Use	PO Box 2900		Flemington, NJ 08822	Hunterdon County	Social Service Offices/Administration Buildings
Somerset County Planning Division	20 Grove St.	PO Box 3000	Somerville, NJ 08876	Somerset County	Social Service Offices/Administration Buildings
Hunterdon County Chamber of Commerce	14 Mine Street, 2nd floor		Flemington, NJ 08822	Hunterdon County	Major Employers
Middlesex County Regional Chamber of Commerce	109 Church Street		New Brunswick, NJ 08901	Middlesex County	Major Employers
Somerset County Busines Partnership	360 Grove Street		Bridgewater, NJ 08807	Somerset County	Major Employers
Civic League of Greater New Brunswick	47 Throop, #49		New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings
New Jersey State Conference of the NAACP	13 East Front Street		Trenton, NJ 08608		Social Service Offices/Administration Buildings
NAACP New Brunswick Youh Council Branch	PO Box 235		New Brunswick, NJ 08903	Middlesex County	Social Service Offices/Administration Buildings
NAACP Rutgers University Branch	613 George Street		New Brunswick, NJ 08901	Middlesex County	Social Service Offices/Administration Buildings

Appendix II: Borough of Flemington Preliminary Application Distribution List

Business Name	Address1	Address 2	City State Zip
Middlesex County Administration Bldg	75 Bayard Street		New Brunswick, NJ 08903
Somerset County Admin. Bldg	20 Grove Street		Somerville, NJ 08876
Somerset County Library Headquarters	1 Vogt Drive		Bridgewater, NJ 08807
Hunterdon County Library Headquarters	314 State Highway 12		Flemington, NJ 08822
Flemington Municipal Building	Attn: Rebecca Newman	2 Municipal Drive	Flemington, NJ 08822
Flemington Public Library	118 Main Street		Flemington, NJ 08822

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
 For Affordable Housing in **(REGION 3)**

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 Hunterdon, Middlesex, Somerset		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.
--

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. **HOUSING RESOURCE CENTER** (www.njhousing.gov) A free, online listing of affordable housing

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Star-Ledger	
TARGETS PARTIAL COAH REGION 3			
Daily Newspaper			
<input type="checkbox"/>		Home News Tribune	Middlesex, Somerset, Union
<input type="checkbox"/>		Courier News	Somerset and Hunterdon
Weekly Newspaper			
<input type="checkbox"/>		Beacon	Hunterdon
<input type="checkbox"/>		Delaware Valley News	Hunterdon
<input type="checkbox"/>		Hunterdon County Democrat / Hunterdon Observer	Hunterdon
<input type="checkbox"/>		Hunterdon Review	Hunterdon
<input type="checkbox"/>		Amboy Beacon	Middlesex
<input type="checkbox"/>		Colonia Corner	Middlesex
<input type="checkbox"/>		Cranbury Press	Middlesex
<input type="checkbox"/>		East Brunswick Sentinel	Middlesex
<input type="checkbox"/>		Edison Sentinel	Middlesex
<input type="checkbox"/>		South Brunswick Post	Middlesex
<input type="checkbox"/>		South Plainfield Observer	Middlesex
<input type="checkbox"/>		Suburban, The	Middlesex
<input type="checkbox"/>		Princeton Packet	Middlesex, Somerset
<input type="checkbox"/>		Sentinel, The	Middlesex, Somerset
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union

<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Echoes Sentinel	Morris, Somerset
<input type="checkbox"/>		Bernardsville News	Somerset
<input type="checkbox"/>		Branchburg News	Somerset
<input type="checkbox"/>		Chronicle	Somerset
<input type="checkbox"/>		Hills-Bedminster Press	Somerset
<input type="checkbox"/>		Hillsborough Beacon	Somerset
<input type="checkbox"/>		Manville News	Somerset
<input type="checkbox"/>		Messenger-Gazette	Somerset
<input type="checkbox"/>		Reporter	Somerset
<input type="checkbox"/>		Somerset Spectator	Somerset
Monthly Newspaper			
<input type="checkbox"/>		About Our Town/Community News	Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 3			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		3 KYW-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"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	
<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"/>		12 WHYI-TV Whyi, Inc.	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	

<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcating Corporation	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Spanish

TARGETS PARTIAL HOUSING REGION 3

<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Hunterdon
<input type="checkbox"/>		46 W46BL Maranatha Broadcasting Company, Inc.	Hunterdon
<input type="checkbox"/>		51 WTVE Reading Broadcasting, Inc	Hunterdon (Christian)
<input type="checkbox"/>		25 W25BB New Jersey Public Broadcasting Authority	Hunterdon, Middlesex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc	Hunterdon, Somerset
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Hunterdon, Somerset
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Hunterdon, Somerset
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Hunterdon, Somerset
<input type="checkbox"/>		60 WBPB-TV Sonshine Family Television Corp	Hunterdon, Somerset
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting	Hunterdon, Somerset

		Company, Inc.	
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Middlesex, Somerset
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	Middlesex, Somerset
<input type="checkbox"/>		66 WFME-TV Family Stations of New Jersey, Inc.	Middlesex, Somerset (Christian)
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL HOUSING REGION 3			
<input type="checkbox"/>		Comcast of Northwest NJ, Southeast Pennsylvania	Partial Hunterdon
<input type="checkbox"/>		Patriot Media & Communications	Partial Hunterdon, Somerset
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Hunterdon
<input type="checkbox"/>		Cablevision of Raritan Valley	Partial Middlesex, Somerset
<input type="checkbox"/>		Comcast of Central NJ, NJ (Union System)	Partial Middlesex
<input type="checkbox"/>		Comcast of Plainfield	Partial Middlesex, Somerset

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 3			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
<input type="checkbox"/>		WWTR 1170	
<input type="checkbox"/>		WTTM 1680	Spanish, Asian, etc.
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	

<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WFME 94.7	
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WPRB 103.3	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WDAS-FM 105.3	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL HOUSING REGION 3			
AM			
<input type="checkbox"/>		WFIL 560	Hunterdon
<input type="checkbox"/>		WIP 610	Hunterdon
<input type="checkbox"/>		WAEB 790	Hunterdon
<input type="checkbox"/>		WCHR 1040	Hunterdon
<input type="checkbox"/>		WGPA 1100	Hunterdon
<input type="checkbox"/>		WEEX 1230	Hunterdon
<input type="checkbox"/>		WKAP 1470	Hunterdon
<input type="checkbox"/>		WRNJ 1510	Hunterdon
<input type="checkbox"/>		WWJZ 640	Hunterdon, Middlesex

<input type="checkbox"/>		WPHY 920	Hunterdon, Middlesex
<input type="checkbox"/>		WPHT 1210	Hunterdon, Middlesex
<input type="checkbox"/>		WBUD 1260	Hunterdon, Middlesex
<input type="checkbox"/>		WMCA 570	Middlesex (Christian)
<input type="checkbox"/>		WIMG 1300	Middlesex
<input type="checkbox"/>		WCTC 1450	Middlesex, Somerset
FM			
<input type="checkbox"/>		WRTI 90.1	Hunterdon
<input type="checkbox"/>		WCVH 90.5	Hunterdon
<input type="checkbox"/>		WHYY-FM 90.9	Hunterdon
<input type="checkbox"/>		WXTU 92.5	Hunterdon
<input type="checkbox"/>		WAEB-FM 104.1	Hunterdon
<input type="checkbox"/>		WFKB 107.5	Hunterdon
<input type="checkbox"/>		WMMR 93.3	Hunterdon, Middlesex
<input type="checkbox"/>		WYSP 94.1	Hunterdon, Middlesex
<input type="checkbox"/>		WBEN-FM 95.7	Hunterdon, Middlesex
<input type="checkbox"/>		WRDW-FM 96.5	Hunterdon, Middlesex
<input type="checkbox"/>		WOGL 98.1	Hunterdon, Middlesex
<input type="checkbox"/>		WUSL 98.9	Hunterdon, Middlesex
<input type="checkbox"/>		WIOQ 102.1	Hunterdon, Middlesex
<input type="checkbox"/>		WMGK 102.9	Hunterdon, Middlesex
<input type="checkbox"/>		WJJZ 106.1	Hunterdon, Middlesex
<input type="checkbox"/>		WKDN 106.9	Hunterdon, Middlesex (Christian)
<input type="checkbox"/>		WAXQ 104.3	Hunterdon, Middlesex, Somerset
<input type="checkbox"/>		WNTI 91.9	Hunterdon, Somerset
<input type="checkbox"/>		WZZO 95.1	Hunterdon, Somerset
<input type="checkbox"/>		WCTO 96.1	Hunterdon, Somerset
<input type="checkbox"/>		WLEV 100.7	Hunterdon, Somerset
<input type="checkbox"/>		WNJT-FM 88.1	Middlesex
<input type="checkbox"/>		WRSU-FM 88.7	Middlesex
<input type="checkbox"/>		WWFM 89.1	Middlesex

<input type="checkbox"/>		WWPH 107.9	Middlesex
<input type="checkbox"/>		WDVR 89.7	Middlesex, Somerset
<input type="checkbox"/>		WVPH 90.3	Middlesex, Somerset
<input type="checkbox"/>		WMGQ 98.3	Middlesex, Somerset
<input type="checkbox"/>		WBLS 107.5	Middlesex, Somerset

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 3			
Weekly			
	Nuestra Comunidad	Central/South Jersey	Spanish-Language
Monthly			
<input type="checkbox"/>	Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL HOUSING REGION 3			
Daily			
<input type="checkbox"/>	24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly			
<input type="checkbox"/>	Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>	Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>	La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>	Amerika Magyar Nepszava (American Hungarian Peoples' Voice)	Central/North Jersey	Hungarian-Language
<input type="checkbox"/>	New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language
<input type="checkbox"/>	Desi NJ	Central Jersey	South Asian
<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): **See Appendix I of the Borough of Flemington Affirmative Marketing Plan**

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) **See Appendix I of the Borough of Flemington Affirmative Marketing Plan**

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) See Appendix II of the Borough of Flemington Affirmative Marketing Plan
4b. Municipality in which the units are located See Appendix II of the Borough of Flemington 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).	
<hr/>	
Name (Type or Print)	
<hr/>	
Title/Municipality	
<hr/>	
Signature	Date
<hr/>	<hr/>



18. SPENDING PLAN & TRUST FUND DOCUMENTATION



2017

Spending Plan

JUNE 30, 2017

Flemington Borough, Hunterdon County, New Jersey

Prepared by:

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608



INTRODUCTION

The Borough of Flemington (hereinafter “Flemington” or “the Borough”), Hunterdon County received Second Round substantive certification from the Council on Affordable Housing (hereinafter “COAH”) on August 6, 2003.

On June 2, 2008, COAH adopted certain third round rule amendments; however, at the same meeting COAH simultaneously proposed additional amendments to the third round rules which were adopted and became effective in October, 2008. The Borough petitioned for substantive certification under the Third Round of regulations with COAH on December 30, 2008. Pursuant to this petition, the Borough submitted its December 17, 2008 Housing Element and Fair Share Plan to COAH. COAH approved the December 2008 Spending Plan on March 25, 2009.

A development fee ordinance creating a dedicated revenue source for affordable housing was originally adopted by Flemington Borough and approved by the Council on Affordable Housing (COAH) on December 20, 2001. An amended ordinance was most recently adopted by COAH on February 25, 2009 and the Borough on April 13, 2009. The ordinance establishes Flemington Borough’s affordable housing trust fund for which this spending plan is prepared.

The Borough last revised its Spending Plan received Spending Plan approval in 2008; this 2017 Spending Plan supersedes all prior Spending Plans.

As of December 30, 2016, Flemington collected a total of \$290,246.58 in development fees, payments in lieu of construction, interest, and other income. It has spent a total of \$137,021.70 leaving a balance of \$153,224.88. All development fees, payments in lieu of constructing affordable units on site, "other" income, and interest generated by the fees are deposited in one (1) 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 of affordable housing units in the Borough through its municipally-sponsored rehabilitation 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 Judgement of Repose, Flemington considered the following:

(a) Development fees: \$144,600

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): \$0

Actual and committed payments in lieu of construction from developers. The Borough has no anticipated payments in lieu of construction.

(c) Other funding sources: \$0

The Borough does not anticipate future funds from this category at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental



income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees and interest.

(d) Projected interest: \$289.20

Based on interest earned in recent years and projected rates of development fee revenue, Flemington anticipates collecting \$289.20 in interest through 2025.

Table SP-1 indicates the anticipated revenue to be generated from development impact fees and interest. Flemington Borough projects a subtotal of \$144,889.20 to be collected between January 1, 2017 and December 31, 2025, including interest, to be used for affordable housing purposes. The total, after adding the money currently in the account, is projected to be \$298,114.08. 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 2017 through 2025

Year		2017	2018	2019	2020	2021	2022	2023	2024	2025	2017-2025 Total
Projected Residential Development	\$153,224.88 Starting Balance (January 2017)	\$1,734	\$1,734	\$1,734	\$1,733	\$1,733	\$1,733	\$1,733	\$1,733	\$1,733	\$15,600
Projected Non-Residential Development		\$14,333.34	\$14,333.34	\$14,333.34	\$14,333.33	\$14,333.33	\$14,333.33	\$14,333.33	\$14,333.33	\$14,333.33	\$129,000
Interest		\$32.14	\$32.14	\$32.14	\$32.13	\$32.13	\$32.13	\$32.13	\$32.13	\$32.13	\$289.20
Total		\$16,099.48	\$16,099.48	\$16,099.48	\$16,098.46	\$16,098.46	\$16,098.46	\$16,098.46	\$16,098.46	\$16,098.46	\$144,889.20

Projected residential development is based on the estimate of 4 new homes being constructed over the next nine (9) years; this is a rate of 0.44 new housing units per year. This estimate does not include affordable housing sites that will be producing affordable housing/in-lieu-payments and may not be charged a residential development fee. Projected non-residential development is based on an estimate of 40,000 square feet of commercial and industrial construction through 2025. This square footage was multiplied by \$129 (the per square-foot assessed value for nonresidential use provided by the Tax Assessor). This estimate of \$5.16 million in new construction was then multiplied by the 2.5% non-residential development fee. Interest calculations are based on deposits, averaged and extrapolated through 2025.



ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Flemington 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 Planning Board adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this Spending Plan. Alternatively, 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

(a) Rehabilitation: \$159,451.03

Flemington Borough has a 65-unit rehabilitation obligation. The Borough will utilize Hunterdon County's rehabilitation program and operate a supplementary rehabilitation program in order to expand the reach of the program and to also



ensure it is available to renter-occupied households. All rehabilitations will have an average hard cost of \$8,000 and administration shall not exceed \$2,000 per unit.

(b) Affordability Assistance (N.J.A.C. 5:93-8.16(c))

Flemington Borough is required to spend a minimum of 30 percent of development fee revenue to render existing 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 are calculated on an ongoing basis in COAH’s on-line monitoring system known as the CTM system based on actual revenues.

Projected Minimum Affordability Assistance Requirement		
Development Fees/Interest Collected to Date		\$290,246.58
Development Fees Projected 2017-2025	+	\$144,600.00
Interest Projected 2017-2025	+	\$289.20
Total	=	\$435,135.78
30 Percent Requirement	x 0.30 =	\$130,540.73
Less Affordability Assistance Expenditures to Date	-	\$0.00
Projected Minimum Affordability Assistance Requirement	=	\$130,540.73
Projected Minimum Very Low-Income Requirement	÷ 3 =	\$43,513.58

Based on fees and interest collected to date and projected revenues, Flemington Borough must dedicate at least \$130,540.73 from the affordable housing trust fund to render units more affordable, including \$43,513.58 to render units more affordable to households with income at 30 percent or less of median income by region. It may use a variety of vehicles to do this including, but not limited to the following:



- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Low interest loans;
- Assistance with homeowners' association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units or creating new very-low income units, etc.

The Borough will work with its affordable housing providers and administrator to expand outreach to ensure the existing and new households of 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.

(c) Administrative Expenses (N.J.A.C. 5:93-8.16(e))

Flemington 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 in the CTM system based on actual revenues.

Projected Administrative Expenses		
Development Fees/Interest Collected to Date		\$290,246.58
Development Fees Projected 2016-2025	+	\$144,600.00
Interest Projected 2016-2025	+	\$289.20
Total	=	\$435,135.78
20 Percent Maximum Permitted Administrative Expenses	x 0.20 =	\$87,027.16
Less Administrative Expenditures to Date	-	\$78,904.84
Projected Allowed Administrative Expenditures	=	\$8,122.32



Flemington Borough projects that \$8,122.32 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:

- Township 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, and municipally-sponsored construction programs;
- Affirmative Marketing;
- Income qualification of households; and
- Administration of Township’s Affordable Housing Units.

EXPENDITURE SCHEDULE

Flemington Borough intends to use Affordable Housing Trust Fund revenues for its municipally-sponsored rehabilitation program, affordability assistance including the creation of very-low income units and making existing units more affordable, and administrations expenses. Additionally, this expenditure schedule meets the requirement that trust fund revenues are expended within four years of their collection.

Projected Expenditure Schedule 2017 Through 2025

Program	Units	2016-2017	2018-2019	2020-2021	2022-2023	2024-2025	Total
Rehabilitation	16	\$31,890.21	\$31,890.21	\$31,890.21	\$31,890.20	\$31,890.20	\$159,451.03
Affordability Assistance		\$65,270.37	\$65,270.36				\$130,540.73
Administration		\$1,624.47	\$1,624.47	\$1,624.46	\$1,624.46	\$1,624.46	\$8,122.32
TOTAL		\$98,785.05	\$98,785.04	\$33,514.67	\$33,514.66	\$33,514.66	\$298,114.08

2017 Spending Plan



EXCESS OR SHORTFALL OF FUNDS

In the event that a shortfall of anticipated revenues occurs, Flemington 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 Flemington intends to spend Affordable Housing Trust Fund revenues pursuant to the extant regulations governing such funds and consistent with the housing programs outlined in the 2017 Third Round Housing Plan Element and Fair Share Plan. Flemington had a balance of \$153,224.88 as of December 30, 2016 and anticipates an additional \$144,889.20 in revenues before the expiration of a Third Round Judgement of Repose for a total of \$298,114.08.

The Borough may expend up to \$8122.32 of Trust Funds on administrative costs during the period of repose. At this time, the Borough estimates that approximately \$130,540.73 of Trust Funds will be spent to create very low-income units, and to make units more affordable. Additionally, approximately \$159,451.03 of additional Funds will be expended toward the rehabilitation of affordable housing through the Borough's municipally-sponsored rehabilitation program.



Spending Plan Summary	
Revenues	
Balance as of December 30, 2016	\$153,224.88
Projected Revenue from 2016 through 2025	
1. Development Fees	+ \$144,600.00
2. Payments-In-Lieu of Construction	+ \$0.00
3. Other Funds	+ \$0.00
Interest	+ \$289.20
Total Projected Balance	= \$298,114.08
Expenditures	
Funds Used for Rehabilitation	- \$159,451.03
Affordability Assistance	- \$130,540.73
New Construction	- \$0.00
Administration	- \$8,122.32
Total Projected Expenditures	= \$298,114.08

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2017 Spending Plan

FLEMINGTON BOROUGH, HUNTERDON COUNTY, NJ

§ 2634 AFFORDABLE HOUSING DEVELOPMENT FEES

(Ord. Nos. 13A-2000, 2001-7, 1-2002, 2005-7, 2005-22, 2008-9, 2008-13 and 2009-3)

A. Purpose.

1. In *Holmdel Builder's Association V. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
2. Pursuant to P.L. 2008, c.46 Section 8 (N.J.S.A. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from nonresidential development.
3. This section establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c.46, Sections 8 and 32 through 38. Fees collected pursuant to this section shall be used for the sole purpose of providing low- and moderate-income housing. This section shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

B. Basic Requirements.

1. This section shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.
2. Flemington Borough shall not spend development fees until COAH has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

C. Definitions.

As used in this section, the following terms shall have the following meanings:

Affordable Housing Development

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 development.

COAH or the Council

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

Developer

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

Development Fee

Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

Equalized Assessed Value

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L.1973, c.123 (N.J.S.A. 54:1-35a through 54:1-35c).

Green Building Strategies

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.

D. Residential Development Fees.

1. Imposed Fees.

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

2. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Development.

- a. Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- b. Development fees shall not be imposed where reconstruction results from fire, flood or natural disaster.
- c. Developments that have received preliminary or final site plan approval prior to the adoption of municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- d. Expansion of a residential building, where no new units is constructed, shall be exempt from development fees.

- e. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use or is demolished and replaced if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

E. Nonresidential Development Fees.

1. Imposed Fees.

- a. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.
- b. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- c. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

2. Eligible Exactions, Ineligible Exactions and Exemptions for Nonresidential Development.

- a. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the 2.5% development fee, unless otherwise exempted below.
- b. The 2.5% fee shall not apply to any increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- c. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
- d. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.

- e. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Flemington Borough as a lien against the real property of the owner.

F. Collection Procedures.

1. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
2. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions 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.
3. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
4. Within 90 days of receipt of that notice, the Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
5. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the Tax Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
6. Within 10 business days of a request for the scheduling of a final inspection, the Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development, calculate the development fee, and thereafter notify the developer of the amount of the fee.
7. Should Flemington Borough 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 (N.J.S.A. 40:55D-8.6).
8. Fifty (50%) percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
9. Appeal of Development Fees.

- a. 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 Flemington Borough. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 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.
- b. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Flemington Borough. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 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.

G. Affordable Housing Trust Fund.

1. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
2. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
 - a. Payments in lieu of on-site construction of affordable units;
 - b. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - c. Rental income from municipally operated units;
 - d. Repayments from affordable housing program loans;
 - e. Recapture funds;
 - f. Proceeds from the sale of affordable units; and
 - g. Any other funds collected in connection with Flemington Borough's affordable housing program.
3. Within 7 days from the opening of the trust fund account, Flemington Borough shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
4. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

H. Use of Funds.

1. The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address Flemington Borough's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 5:97-8.9 and specified in the approved spending plan.
2. Funds shall not be expended to reimburse Flemington borough for past housing activities.
3. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third (1/3) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
 - a. 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.
 - b. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner shall entitle Flemington Borough to bonus credits pursuant to N.J.A.C. 5:97-3.7.
 - c. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
4. Flemington Borough may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
5. No more than 20% of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from the development fees shall be expended for such administrative expenses. Administrative funds may be used

for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

I. Monitoring.

1. Flemington Borough shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Flemington Borough's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

J. Ongoing Collection of Fees.

1. The ability for Flemington Borough to impose, collect and expend development fees shall expire with its substantive certification unless Flemington Borough has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If Flemington Borough fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c.222 (N.J.S.A. 52:27D-320). Flemington Borough shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall Flemington Borough retroactively impose a development fee on such a development. Flemington Borough shall not expend development fees after the expiration of its substantive certification or judgment of compliance.



19. RESOLUTION OF INTENT TO FUND

Mayor and Common Council

38 Park Avenue
Flemington, NJ 08822

Meeting: 07/24/17 07:00 PM
Department: Clerk of the Borough
Category: Board Policy
Prepared By: Sallie Graziano

Initiator: Sallie Graziano
Sponsors:

ADOPTED

RESOLUTION 2017-133

DOC ID: 2525

Intent to Fund Spending Plan Shortfall for Affordable Housing Programs in the Borough's Housing Element and Fair Share Plan

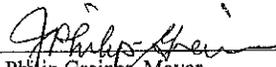
WHEREAS, pursuant to the substantive regulations of the New Jersey Council On Affordable Housing (COAH), certain portions of the Borough's amended Housing Plan Element and Fair Share Plan as adopted by the Flemington Borough Planning Board on July 11, 2017 may require a financial commitment by the Borough; and

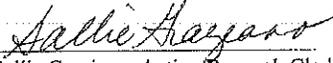
WHEREAS, the municipality must resolve to address any shortfall in the funding of its affordable housing programs as set forth in the Spending Plan and the Fair Share Plan, including its willingness to incur bonded indebtedness, if necessary, to provide the funds required for the timely implementation of the Fair Share Plan;

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Flemington, in the County of Hunterdon, New Jersey, as follows:

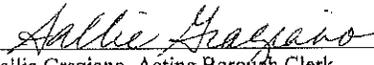
- I. To the degree that the funds required for the implementation of the Borough's Fair Share Plan, as will be more particularly set forth in the Borough's approved Spending Plan, are not available at the time they are needed from all available affordable housing funding sources, the Borough will provide the funding needed to cover any shortfall through appropriations in the Borough's annual budget, bonding, or any other legal means, with the understanding that any future affordable housing funding which becomes available may be used to reimburse the Borough for the costs incurred.

Adopted: July 24, 2017


J. Philip Greiner, Mayor

Attest: 
Sallie Graziano, Acting Borough Clerk

I, Sallie Graziano, Acting Borough Clerk of the Borough of Flemington, do hereby certify that the above is a true copy of a resolution adopted by the Borough Council at a meeting held on July 24, 2017.


Sallie Graziano, Acting Borough Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marc Hain, Council President
SECONDER:	Kim Tilly, Councilwoman
AYES:	Hain, Liebowitz, Peterson, Swingle, Tilly
ABSENT:	John Gorman