

Housing Element & Fair Share Plan

Town of Dover

July 2016

Adopted by the Planning Board on August 24, 2016



Housing Element & Fair Share Plan

Town of Dover

Morris County, New Jersey

July 2016

Prepared by:

Marcia R. Shiffman

Marcia Shiffman, PP, AICP, LLA

NJ Professional Planners License #33LI000242800



The original of this report was signed and sealed in accordance with NJSA 45:14A-12.

R:\Projects\2015\15002223G\Reports\HEFSP UPDATED\161009_mrs_HEFSP.docx

Town of Dover Housing Element and Fair Share Plan
July 2016

Page 2 of 44

Table of Contents

I.	Introduction	4
II.	Affordable Housing History.....	4
I.	Municipal Summary.....	5
II.	Affordable Housing Obligation	5
III.	Vacant Land Inventory Analysis	7
IV.	Redevelopment	8
V.	Town of Dover Affordable Housing Goal.....	9
VI.	Content of Housing Element	11
VII.	Dover's Population Demographics.....	12
VIII.	Dover's Housing Demographics	17
IX.	Dover's Employment Demographics.....	23
X.	Projection of Housing Stock	27
XI.	Capacity for Fair Share.....	28
XII.	Content of Fair Share Plan	32
XIII.	Regional Income Limits.....	32
XIV.	Dover's Rehabilitation Obligation	33
XV.	Prior Round (1987-1999)	36
XVI.	Gap Period (1999-2014).....	38
XVII.	Third Round Prospective Need: (1999-2015)	38
XVIII.	Development Fees	41
XIX.	Summary of Mechanisms & Credits	41
XX.	Implementation Schedule	41
XXI.	Spending PLAN.....	42
XXII.	Appendix.....	44

I. INTRODUCTION

According to the Fair Housing Act of 1985, a Housing Plan Element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing.

This is the Town of Dover's Housing Element and Fair Share Plan (hereinafter "HEFSP") for the period between 1999 and 2025. On March 10, 2015, the Supreme Court ruled that the New Jersey Council on Affordable Housing (hereinafter "COAH") has failed to act and as a result, the Courts will be assuming jurisdiction over the Fair Housing Act. The Order divides municipalities into one of three categories – those that achieved Third Round Substantive Certification, those that filed or petitioned COAH and those that had never participated in the COAH process.

For a municipality like Dover that petitioned or "participated" in 2008, the Order allows "participating" towns to file a Declaratory Judgment during a 30-day window (approximately June 8 – July 8) to alert the Court that the Town wishes to comply with its constitutional mandate to provide affordable housing. Dover filed its complaint for Declaratory Judgment before the deadline. Dover has subsequently submitted status reports to the Court as required.

This HEFSP is prepared utilizing the Prior Round Rules¹ as well as the guidance provided in the March 10, 2015 Supreme Court Order (hereinafter "March 2015 Order"). As indicated by the Court Order, each municipality in the State still has a three-part obligation:

1. Rehabilitation Obligation,
2. Any remaining Prior Round Obligation that has not been constructed, and
3. Third Round Obligation.

II. AFFORDABLE HOUSING HISTORY

A summary of Dover's historic affordable housing timeline is included below:

July 24, 1996	Dover adopted 2 nd Round Housing Element.
August 15, 1996	Dover petitioned COAH for substantive certification (1987-1999).
December 4, 1996	COAH granted Dover Substantive Certification –Resolution #64-99.
November 26, 2002	Dover petitioned COAH for extension of 2 nd Round Substantive Certification.
December 4, 2002	Substantive Certification granted by COAH Resolution #60-02.
November 23, 2004	Dover petitioned COAH for extension of 2 nd Round Certification.
July 27, 2005	COAH granted extension of Substantive Certification through December 20, 2005.
November 7, 2005	Dover adopted Ordinance No. 20-2005 – Development Fees.

¹ N.J.A.C. 5:91 (Procedural) and N.J.A.C. 5:93(Substantive) Rules. They can be found at: <http://www.nj.gov/dca/services/lps/hss/statsandregs/secondroundregs.html>

November 28, 2005	Dover adopted 3 rd Round 2005 Housing Element and Fair Share Affordable Housing Plan (HEFSP)
December 3, 2008	Dover adopted 3 rd Round 2008 HEFSP.
December 3, 2008	Dover petitioned COAH for 3 rd Round Certification.
March 9, 2009	COAH declared Dover's Petition complete.
July 8, 2015	Dover submitted Complaint for Declaratory Judgement Demonstrating Municipal Compliance With Mt. Laurel Obligations And Other Relief.
December 15, 2015	Dover submitted to the Court a Narrative Summary of its Third Round HEFSP Compliance Plan.
January 15, 2016	Dover submitted to the Court an updated status report of its HEFSP.
June 16, 2016	Fairness and Compliance Hearing before Honorable Stephan C. Hansbury, P.J., Ch. Superior Court of NJ Law Divisions, Morris County (Docket No MRS-L-1696-15.
June 16, 2016	Court Order Granting Substantive Certification and Judgement of Compliance and Repose. ²

I. MUNICIPAL SUMMARY

The Town of Dover is located in Morris County in northern New Jersey and is 2.73 square miles in size. Dover is located in a valley along the Rockaway River and US State Highway Route 46. Situated just over a mile south of Interstate 80, Dover is also situated along NJ State Highway Route 15 (West Clinton Street) and enjoys rail access along the Montclair-Boonton and Morris & Essex NJ Transit lines to New York and Hoboken Terminal. The Town features a central business district located near the train station in the central portion of the Town with residential districts surrounding the downtown central business district.

Between 2000 and 2010, Dover's population declined slightly from 18,188 residents to 18,157 residents. The North Jersey Transportation Planning Authority (hereinafter the "NJTPA") projects that the Town's population will grow by 1,813 residents to 19,970 residents by 2040. To meet this projection, Dover will need to add an average of 60 residents each year through 2040. Between 2000 and 2010, Dover lost 31 residents (averaging about three residents per year).

II. AFFORDABLE HOUSING OBLIGATION

The Town of Dover has joined with approximately 220 other municipalities to create a consortium and have retained Econsult Solutions, LLC. (Econsult) to provide a methodology (and obligations) similar to the methodology utilized in the First and Second Round as directed by the March 2015 Order.

² A copy of the Consent Order is located in the Appendix

The Econsult Report³ was completed on December 30, 2015 and updated on March 24, 2016 and May 16, 2016, and a copy was provided to the Town. The latest May 2016, Econsult Report provided municipal data for the Town's Present Need or Rehabilitation obligation (139 units), the Prior Round (1987-1999) obligation which was set by NJCOAH (6 units) and the Third Round Prospective Need Obligation (1999 - 2025) (0 - Zero Units) The Econsult Report specifically did not specify a Gap Period Obligation (1999-2014).

The Fair Share Housing Center (FSHC) provided alternative housing obligation data in various reports, the latest report being of May 17, 2016 prepared by Dr. David Kinsey. The latest May 17, 2016, FSHC Report provided municipal data for the Town's Present Need or Rehabilitation obligation (312 units), the Prior Round (1987-1999) obligation which was set by NJCOAH (6 units) and the Third Round Gap Period Obligation (1999-2015) (105 Units) and a Third Round Obligation of 150 units. The total 1999-2025 obligation was calculated at 254 Units.

In June 2016, the Town negotiated through its Attorney with the FSHC to come to resolution of the Town's affordable housing obligation. Agreement was presented to the Court on June 16, 2016, which established the Town's Prospective Need obligation (1999-2025) at 70% of the latest total FSHC obligation number or 179 units. The Present Need obligation was set at the FSHC estimate of 312 units needing rehabilitation. The Prior Round obligation was previously established at 6 units.

The table below illustrates Dover's three-part obligation as provided in the latest Econsult and FSHC reports with a separate column identify the negotiated obligation agreement numbers.

TOWN OF DOVER: AFFORDABLE HOUSING OBLIGATION *			
	Rehabilitation	Prior Round 1987-1999	Third Round 1999-2025
Econsult (5/16/2016)	139	6	0
FSHC (Kinsey) (5/17/2016)	312	6	254
Negotiated Obligation (6/16/2016)	312	6	178 ⁴

³ Econsult Solutions, Inc., *New Jersey Affordable Housing Need and Obligation*, December 30, 2015, March 24, 2016 and May 16, 2016.

⁴ The Town's Third Round obligation is based upon a negotiated settlement of an agreed reduction in FSHC (1999-2025) obligation number by 30%.
(0.70 X 254 = 178 units)

III. VACANT LAND INVENTORY ANALYSIS

Under the Prior Round Rules (5:93-4.1), municipalities are permitted to seek adjustments. The Rules indicate that there may be instances where a municipality can exhaust an entire resource (land, water or sewer) and still not be able to provide a realistic opportunity for affordable housing. Subchapter 4 provides the standards and procedures for municipalities to demonstrate that the municipal response to its housing obligation is limited by the lack of land, water or sewer.

Dover has limited land resources and therefore, has conducted a Vacant Land Inventory (hereinafter "VLI") analysis using the latest tax data and environmental data available to determine a Realistic Development Potential (hereinafter "RDP") for the Third Round. The following section details the results of the VLI, which has been included in the Appendix.

The VLI analysis as prepared as per the requirements of N.J.A.C. 5:93-4.2. An exhaustive analysis of all vacant properties⁵ has been conducted utilizing 2014 MOD-IV tax data from the New Jersey Geographic Information Network. Next, the environmental constraint layers were added to the Geographic Information Systems (hereinafter "GIS") map to determine the area, if any, of vacant parcels that is environmentally constrained. Environmental constraints reviewed include the following:

- New Jersey Department of Environmental Protection (hereinafter "NJDEP") water bodies
- NJDEP wetlands with 50 foot buffer
- NJDEP C-1 waters with 300 foot buffer
- FEMA Special Flood Hazard Area (Preliminary Flood Hazard Zones A, AO, AE, V and VE)
- Steep slopes (15%) interpolated from U.S. Geological Survey 10 foot contours by Maser Consulting using ArcGIS 3D Analyst

Environmentally-constrained areas are removed from a parcel, resulting in vacant and buildable acres. For example, if Lot A contained 35 acres, but 20 acres were encumbered by wetlands and a C-1 waterway, then Lot A would have 15 buildable acres. Based on this, Lot A is developable and included in the VLI.

Next, the analysis removed properties with:

- Recent Certificates of Occupancy
- Recent subdivision and/or site plan approvals that have yet to commence construction or are under construction

⁵ Vacant land includes Class 1 Vacant, Class 3A Farm, Class 3B Qualified Farm, Class 15C Public Land owned by the Town that is not developed and not open space.

- Approvals for single-family homes that have yet to commence construction or are under construction

Once each lot's buildable acreage was determined, the analysis identified properties that could be developed with at least five housing units at the minimum presumptive density of eight dwelling units per acre (lots with at least 0.625 acres). Additionally, properties that could be developed with less than five housing units at eight dwelling units per acre were identified as potential infill development.

As shown by the maps and excel chart in the Appendix, the Town of Dover contains 108 parcels that are "vacant". Of those, the majority of parcels are constrained by environmental features that result in a buildable acreage of zero. Environmental constraints within Dover include wetlands, steep slopes, a C-1 waterway and its associated buffer as well as a FEMA flood hazard area. There are many properties that are undersized (i.e. less than 0.125 acres) and lots that are labeled infill. Infill lots are between 0.125 and 0.625 acres in size and could potentially be developed in the future with something like a single-family home.

RESULTS OF VLI

The December 8, 2015 VLI showed that the Town has a RDP on one (1) affordable unit. Dover is completely built out, with extensive environmental constraints that limit remaining vacant lands. Future development is expected to occur as the redevelopment of underutilized or obsolete properties. Only one property in Dover is vacant and contains at least 0.625 acres of developable land. This one parcel generates a Realistic Development Potential as follows:

- Block 407, Lot 20, 230 Ann Street, 0.65 buildable acres – 1 affordable units

The VLI that has been prepared has utilized the most recent GIS data to accurately determine the RDP for the Town. This analysis is not based on Census data and generalized assumptions regarding developable land, but rather on a site-by-site analysis of parcels within the Town.

However, the RDP is not utilized in this Fair Share Plan to address Dover's current affordable housing obligations. Dover is able to meet its estimated Prospective Need obligations with existing built units and planned inclusionary development. The RDP has been identified only as a place holder, since use of the RDP may be considered in the future, depending upon the ultimate decision on Dover's affordable housing obligation.

IV. REDEVELOPMENT

The affordable housing rules include a review of sites that could potentially redevelop. Specifically, N.J.A.C. 5:93-4.2(d) states, "In addition, the Council may determine that other sites, that are devoted to a specific use which involves relatively low-density development would

create an opportunity for affordable housing if inclusionary zoning was in place. Such sites include, but are not limited to: golf courses not owned by its members; farms in SDRP planning areas one, two and three; driving ranges; nurseries; and non-conforming uses".⁶

On August 9, 2005, by Resolution #129, the Mayor and the Board of Aldermen designated the entire Town of Dover as an 'Area in Need of Rehabilitation'. Subsequently the Town has proactively advanced redevelopment of a number of sites. The Town currently has one property that is proposed for redevelopment for housing that includes affordable housing as follows:

- Block 1219, Lot 2, 244, known as Pennrose Properties, LLC Veterans Housing

This property is described later in this report.

V. TOWN OF DOVER AFFORDABLE HOUSING GOAL

It is the overall goal of the HEFSP, to provide the planning context in which access to low and moderate income housing can be provided in accordance with the requirements of the Fair Housing Act and the laws of the State of New Jersey, while respecting the character and density of the Town of Dover.

⁶ <http://www.nj.gov/dca/services/lps/hss/statsandregs/593.pdf>

HOUSING ELEMENT

Town of Dover

VI. CONTENT OF HOUSING ELEMENT

The Fair Housing Act requires that “the housing element be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing”. As per the MLUL, specifically N.J.S.A. 52:27D-310, a housing element must contain at least the following items:

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

Additionally, the rules require the following items:

- A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block. The owner, acreage, lot and block are included in each site description. The Appendix includes maps for each proposed site.
- The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites.

- Copies of necessary applications for amendments to, or consistency determinations regarding, applicable area-wide water quality management plans (including waste water management plans. (The entire Town is sewerred.)
- A copy of the most recently adopted municipal master plan and where required, the immediately preceding, adopted master plan. (The Master Plan is available on the Dover website.)

VII. DOVER'S POPULATION DEMOGRAPHICS

Since 1940, Dover's population has increased by just over 73%. During that time, the Town experienced two periods of growth: the first period occurred between 1940 and 1970 and added 4,548 residents, while the second period of growth occurred between 1980 and 2000 and added 3,507 residents. The years between 1970 and 1980 saw a small population decrease, and the decade between 2000 and 2010 saw a marginal population decline.

POPULATION GROWTH			
Year	Population	Change	Percent
1940	10,491	---	---
1950	11,174	683	6.5%
1960	13,034	1,860	16.6%
1970	15,039	2,005	15.4%
1980	14,681	-358	-2.4%
1990	15,115	434	3.0%
2000	18,188	3,073	20.3%
2010	18,157	-31	-0.2%
Source: http://lwd.dol.state.nj.us/labor/lpa/census/2kpub/njsdcp3.pdf and 2010 Census			

The NJTPA projects that the Town will grow to 19,970 residents by the year 2040.⁷

⁷ <http://www.njtpa.org/getattachment/Data-Maps/Demographics/Forecasts/Forecasts-for-RTP-rounded.pdf.aspx>

PERMANENT POPULATION PROJECTION			
Year	Population	Change	Percent
2000	18,188	---	---
2010	18,157	-31	-0.2%
2040	19,970	1,813	10.0%

Source: NJTPA Population Forecast by County and Municipality 2010-2040; 2000 and 2010 Census

AGE DISTRIBUTION OF POPULATION

At the time of the 2010 Census, Dover's median age was 35.5 years old. This is a slight increase from the median age of 33.7 recorded at the time of the 2000 Census. Just under a quarter (24.3%) of the Town's population are children under the age of 19. Residents 65 years old or older comprised 10.5% of the population. The largest age cohort in the Town is the 25-34 year old age bracket. Residents between the age of 25 and 54 comprise nearly half (47.5%) of the Town's population).

POPULATION BY AGE COHORT		
Age	Total	Percent
Under 5 years	1,212	6.7%
5 to 9 years	1,074	5.9%
10 to 14 years	985	5.4%
15 to 19 years	1,152	6.3%
20 to 24 years	1,403	7.7%
25 to 34 years	3,125	17.2%
35 to 44 years	2,837	15.6%
45 to 54 years	2,672	14.7%
55 to 59 years	1,016	5.6%
60 to 64 years	767	4.2%
65 to 74 years	1,006	5.5%
75 to 84 years	600	3.3%
85 years and over	308	1.7%
Total	18,157	100.0%

Source: US Census Bureau 2010, DP-1 Profile of General Demographic Characteristics

HOUSEHOLD SIZE & TYPE

According to the 2010 Census, Dover had 5,562 households. The Town had a total of 3,877 or 69.7% family households. Husband-wife families with children under the age of 18 comprised 20.3% of households in the Town. There are 1,685 non-family households in Dover, comprising 30.3% of all households in the Town. Non-family households include persons living alone or a householder who is not related to any of the other persons sharing their home. The number and percentage of nonfamily households has increased since 2000, when there were 1,518 non-family households comprising 27.9% of all households.

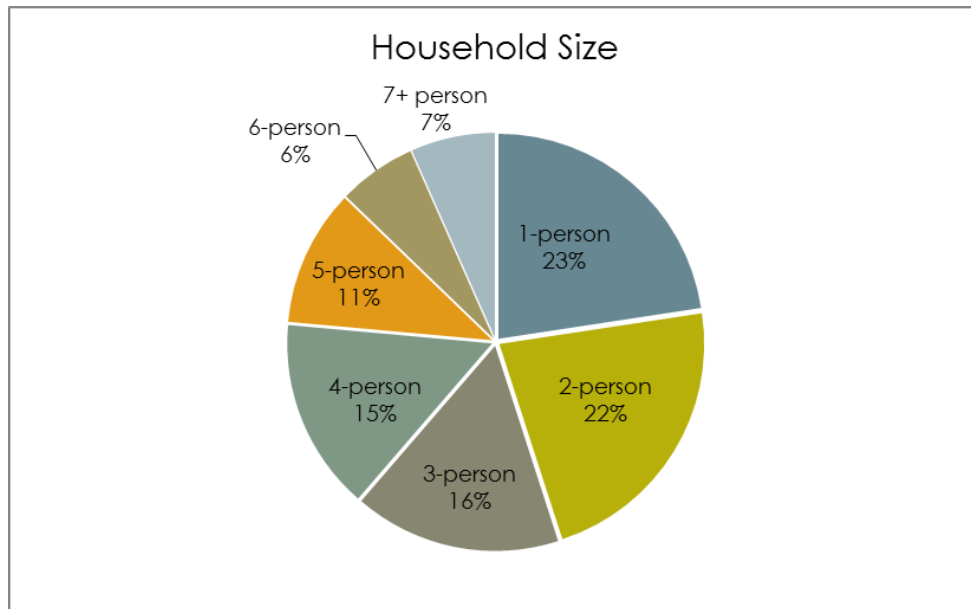
HOUSEHOLD TYPE AND SIZE		
Type	Number	Percent
Family Households	3,877	69.7%
Husband-Wife Family	2,423	43.6%
with children under 18	1,129	20.3%
Male Householder, no wife	582	10.5%
Female Householder, no husband	872	15.7%
Non-family Households	1,685	30.3%
Male living alone	562	10.1%
Female living alone	695	12.5%
Total	5,562	100.0%

Source: 2010 Census, 2010 Summary File 1

As shown in the table below, the most common household size within Dover in 2010 was a one-person household, which totaled 22.6% or 1,257 households. Second most common was a two-person household with 22.4% of all households. Households of more than two persons comprised 55% of all households within the Town. The average household size in 2010 was 3.21 persons, which is a marginal decrease since the average household size reported in the 2000 Census of 3.29.

HOUSEHOLD SIZE		
Size	Total	Percent
1-person	1,257	22.6%
2-person	1,247	22.4%
3-person	908	16.3%
4-person	839	15.1%
5-person	599	10.8%
6-person	342	6.1%
7+ person	370	6.7%
Total	5,562	100.0%

Source: US Census Bureau 2010, HCT6, Household Size



INCOME & POVERTY STATUS

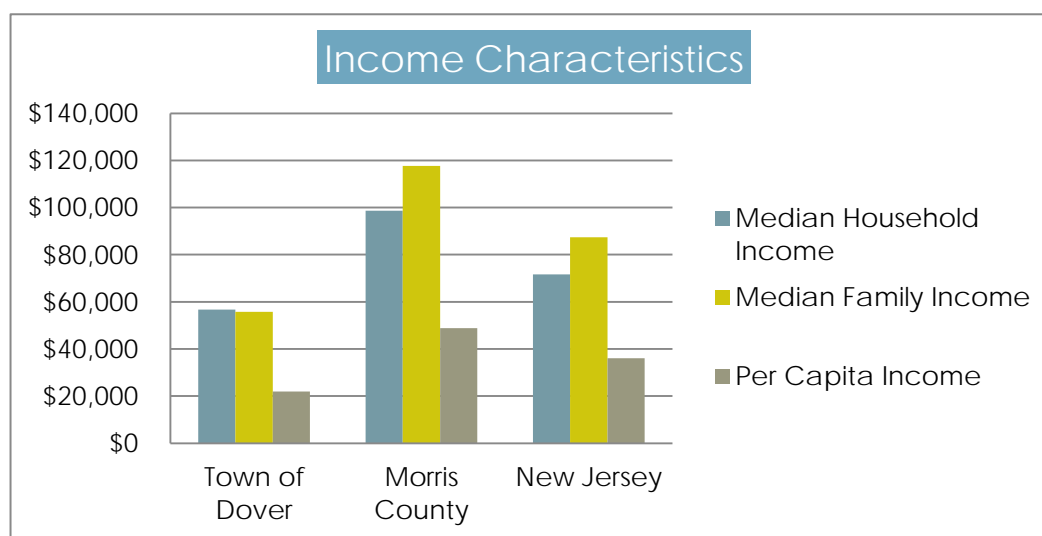
The 2010 Census data has not yet been released for income and poverty. Therefore, five-year American Community Survey (hereinafter “ACS”) estimates had to be relied upon. The ACS data indicates that the median household income for Dover was \$56,755 in 2013. Dover’s median household income is about 57.5% of Morris County’s median household income and 79.2% of the State’s. The Town’s median family income of \$55,716 is just under half of the County’s median family income and is \$31,631 less than the State’s.

Per capita income for Dover Town is estimated to be \$21,970. This is lower than the County’s per capita income of \$48,814 and the State’s per capita income of \$36,027.

The percentage of individuals living in poverty status in Dover is almost double that of Morris County, but is 2.2% less than the State. The percentage of families living in poverty is shown in the American Community Survey data as being less than that of Morris County and the State.

INCOME CHARACTERISTICS			
Income Type	Town of Dover	Morris County	New Jersey
Median Household Income	\$56,755	\$98,633	\$71,629
Median Family Income	\$55,716	\$117,683	\$87,347
Per Capita Income	\$21,970	\$48,814	\$36,027
Poverty Status (Percent of People)	8.2%	4.4%	10.4%
Poverty Status (Percent of Families)	2.6%	3.0%	7.9%

Source: 2013 American Community Survey 5-year Estimates



Dover's household income data is sourced from the ACS five-year estimates. In 2013, a plurality of Dover's households earned between \$50,000 and \$74,999. The share of households in Dover earning more than \$100,000 per year is 20.5%, which is 28.9% less than that of the County and 14.7% less than the State's share of households. Households in Dover earning between \$50,000 and \$99,999 comprise 37.1% of its total households, compared to 27.7% in Morris County and

29.1% in New Jersey. In Dover, 42.4% of households earn less than \$50,000 per year, while 22.9% of Morris County's households and 35.8% of New Jersey's households earn the same amount⁸⁹.

HOUSEHOLD INCOME						
	Dover Town		Morris County		New Jersey	
	Total	Percent	Total	Percent	Total	Percent
Less than \$10,000	244	4.5%	4,810	2.7%	171,165	5.4%
\$10,000 to \$14,999	127	2.3%	3,537	2.0%	120,858	3.8%
\$15,000 to \$24,999	401	7.4%	9,039	5.0%	258,583	8.1%
\$25,000 to \$34,999	550	10.2%	9,556	5.3%	251,903	7.9%
\$35,000 to \$49,999	976	18.0%	14,278	7.9%	339,303	10.6%
\$50,000 to \$74,999	1,197	22.1%	25,331	14.1%	512,173	16.1%
\$75,000 to \$99,999	810	15.0%	24,492	13.6%	412,914	13.0%
\$100,000 to \$149,999	816	15.1%	36,402	20.3%	548,453	17.2%
\$150,000 to \$199,999	225	4.2%	21,598	12.0%	271,209	8.5%
\$200,000 or more	67	1.2%	30,622	17.0%	299,857	9.4%
Total	5,413	100.0%	179,665	100.0%	3,186,418	100.0%

Source: 2013 American Community Survey 5-year Estimates, B19001 Household Income in Past 12 Months

VIII. DOVER'S HOUSING DEMOGRAPHICS

It should be noted that where 2010 Census data has been released and is readily available, it has been used in the housing demographics which follow; otherwise, ACS estimates are utilized.

HOUSING TYPE

According to the 2010 Census, there are 5,783 housing units in Dover Town, including 5,562 occupied units and 221 vacant housing units. However, data has yet to be released on housing types (i.e. single-family versus multi-family). Therefore, five-year ACS estimates have been relied upon for this section. The ACS indicates that there were 5,688 dwelling units in Dover in 2013. The

⁸ Note that the number of households in the next table is different the number accounted for in the Decennial Census due to methodological differences.

⁹ The percentages cited here may not add to 100% due to rounding.

Town's housing stock includes single-family detached, single-family attached (i.e. townhomes) and multi-family dwellings. Single-family detached dwellings total 2,695 or 47.4% of the Town's housing stock. Single-family attached houses comprised 541 units or 9.5% of Dover's housing stock. As the following chart indicates, two unit dwellings comprised 18.5% of the housing stock, while 20 or more unit buildings totaled 6.2%. ^{10 11}

HOUSING TYPE BY UNITS IN STRUCTURE		
Unit Type	Number of Units	Percent
1, Detached	2,695	47.4%
1, Attached	541	9.5%
2	1,053	18.5%
3 or 4	500	8.8%
5 to 9	168	3.0%
10 to 19	378	6.6%
20 or more	353	6.2%
Mobile Home	0	0.0%
Other	0	0.0%
Total	5,688	100.0%

Source: US Census Bureau 2013 ACS 5-Year Est. Selected Housing Characteristics

OCCUPANCY STATUS

According to the 2010 Census, 48.8% of the Town's occupied housing stock was owner occupied. In 2010, Dover's housing vacancy rate was 3.8%. As the table below shows, the plurality of the vacancies were rental properties (41.2%). See the table below for additional details.

¹⁰ Note that the number of units accounted for in the next two charts is different most likely due to differences in methodology for performing Census tabulations and ACS estimations.

¹¹ The Town has kept detailed housing type summaries. The most recent summary is generally in the range of the 2013 ACS estimates.

OCCUPANCY STATUS		
	Households	Percent
Occupied Total	5,562	96.2%
Owner Occupied	2,715	48.8%
Renter Occupied	2,847	51.2%
Vacant Total	221	3.8%
For rent	91	41.2%
Rented, not occupied	5	2.3%
For Sale	63	28.5%
Sold, not occupied	9	4.1%
Seasonal	7	3.2%
Other	46	20.8%
Total	5,783	100.0%

Source: 2010 Census, 2010 Summary File 1

The 2010 average household size in Dover was 3.21 persons, while the average family size was 3.54 persons. Comparing tenure, the average owner-occupied household size was 3.26 persons in 2010, while the average renter-occupied household size was 3.17 persons.

VALUE & RENT OF HOUSING STOCK

Census 2010 data for value and rent of housing stock has yet to be released; therefore, five-year ACS estimates have been utilized. Of Dover's 2,451 estimated owner-occupied housing units, a total of 1,242 homes or 50.7% of the total are approximated to be valued between \$200,000 and \$299,999. Just under one-third of homes are estimated to be valued between \$300,000 and \$499,999. Homes worth \$500,000 or more total 3.1% of owner-occupied housing, whereas homes worth less than \$199,999 constitute 13.8% of owner-occupied units.

VALUE OF OWNER OCCUPIED UNITS		
Value	Number of Units	Percent
Less than \$199,999	338	13.8%
\$200,000 to \$299,999	1,242	50.7%
\$300,000 to \$499,999	796	32.5%
\$500,000 to \$999,999	58	2.4%
\$1,000,000 or more	17	0.7%
Total	2,451	100.0%

Source: US Census Bureau ACS, 2013 5-Year Estimate DP-04 Selected Housing Characteristics

In 2013, the median estimated rent for the Town is \$1,281. Units with rents costing between \$1,000 and \$1,499 comprise 35.5% of rental units, and units costing \$1,500 per month or more total 34.5% of rental units. See the table below for more information.

COST OF RENTALS		
Cost	Number of Units	Percent
Less than \$1,000	793	26.8%
\$1,000 to \$1,499	1,051	35.5%
\$1,500 or more	1,021	34.5%
No cash rent	97	3.3%
Total	2,962	100.0%
Median (in dollars)		\$1,281

Source: 2013 American Community Survey 5-year Estimate, Gross Rent

The percent of income spent on homeownership and rental costs is considered an indicator of housing distress. In Dover, households in 18.5% of owner-occupied units spent less than 20% of their income on monthly homeownership costs. The plurality of households in owner-occupied units (785 or 44.5%) spent 35% or more of their income on homeownership costs.

Monthly Homeownership Cost as a Percentage of Household Income in 2013		
% of Income	# of Units	Percent
Less than 20%	327	18.5%
20% to 24.9%	316	17.9%
25% to 29.9%	229	13.0%
30% to 34.9%	108	6.1%
35% or more	785	44.5%
Total	1,765	100.0%
Source: US Census Bureau 2009-2013 ACS, DP-04 Selected Housing Characteristics		
Note: Table includes housing units with a mortgage.		

For rental units, households in 44.3% of units spent more than 35% of their household income on gross rent. Units spending less than 25% of income on gross rent amounted to just over one-third (33.6%) of rental units in Dover.

Gross Rent as a Percentage of Household Income in 2013		
% of Income	# of Units	Percent
Less than 20%	493	17.2%
20% to 24.9%	469	16.4%
25% to 29.9%	355	12.4%
30% to 34.9%	278	9.7%
35% or more	1,270	44.3%
Total	2,865	100.0%
Town of Dover Median Gross Rent	\$1,281	
Morris County Median Gross Rent	\$1,339	
Source: US Census Bureau 2009-2013 ACS, DP-04 Selected Housing Characteristics		

CONDITION OF HOUSING STOCK

The Census does not classify housing units as standard or substandard, but it can provide an estimate of the substandard housing units that are occupied by low and moderate income households. The Appellate Division upheld COAH's use of three indicators to determine substandard housing in the State. Those three indicators are houses built before 1959 and which are overcrowded with more than one person per room. The second indicator is homes lacking complete plumbing and the third indicator are homes lacking kitchen facilities.

The Census indicators available for Dover indicate that most of the Town's housing units are in relatively sound condition, though 2.1% of units lack complete plumbing and 2.3% of units lack complete kitchens (not exclusive of each other).

CONDITION OF HOUSING STOCK		
Fuel Type	Number of Units	Percent
Lack of complete plumbing	115	2.1%
Lack of complete kitchen	125	2.3%
Lack of telephone service	120	2.2%
Lack of adequate heat	37	0.7%
Total	5,413	7.3%

Source: US Census Bureau ACS 2013, 5-Year DP-04 Selected Housing Characteristics

Housing with 1.01 or more persons per room is an index of overcrowding. Overcrowded units are defined by the U.S. Department of Housing and Urban Development as those with more than one person living per room. In 2013, the Town contained an estimated 5,413 occupied units. The majority (93.7%) of occupied housing units had 1.00 or less occupants per room, while 5.1% of units have rates between 1.01 per room and 1.5 per room, while 1.2% of units have rates of 1.51 per room or higher.

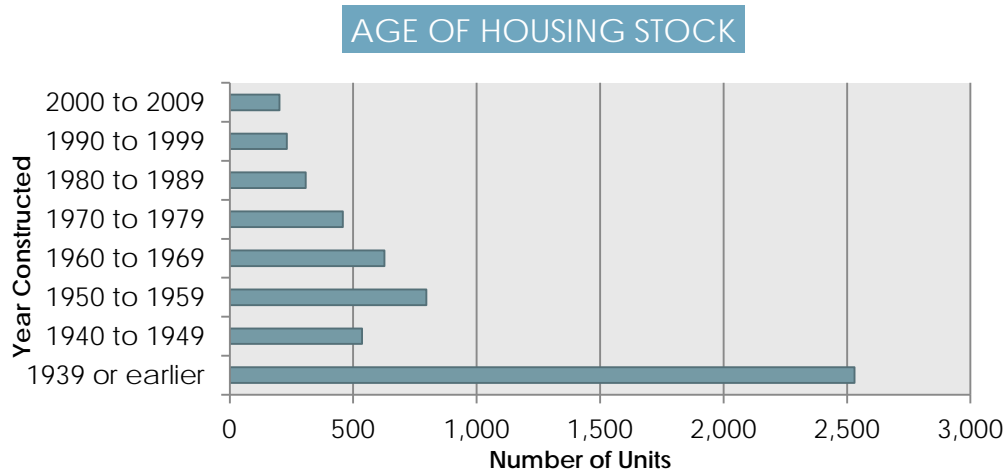
OCCUPANTS PER ROOM		
Occupants	Number of Units	Percent
1.00 or less	5,070	93.7%
1.01 to 1.50	277	5.1%
1.51 or more	66	1.2%
Total	5,413	100.0%

Source: US Census Bureau 2013 ACS 5-Year Estimate

Research has demonstrated that units built 50 or more years ago are much more likely to be in substandard condition. The following table and bar graph provide the 2013 ACS estimates of age of housing stock. Approximately 67.9% of Dover's housing stock was built before 1960. Units built before 1960 are a factor in the determination of each municipality's rehabilitation share. In Dover, 3,862 units were constructed prior to 1960. The years prior to 1939 produced the Town's largest amount of housing (2,530 units). As the following table and bar graph shows, home building has continued to decrease since 1960.

AGE OF HOUSING STOCK		
Year Built	Number of Units	Percent
1939 or earlier	2,530	44.5%
1940 to 1949	536	9.4%
1950 to 1959	796	14.0%
1960 to 1969	627	11.0%
1970 to 1979	458	8.1%
1980 to 1989	308	5.4%
1990 to 1999	231	4.1%
2000 to 2009	202	3.6%
Total	5,688	100.0%

Source: US Census Bureau 2013 ACS 5-Year Est., DP-04 Selected Housing Characteristics



IX. DOVER'S EMPLOYMENT DEMOGRAPHICS

Many changes have occurred in the economy between the 2000 and 2010 Census. The stock market crash in 2008 led to many companies either failing or laying off hundreds of workers. Unfortunately, little data regarding employment has been released for the 2010 Census; therefore, 2010 Census data and five-year ACS estimates had to be relied upon. Other sources are cited where the information is available.

In 2013, the ACS estimates that Dover had 11,215 residents in the labor force. Of those 16 years and older, 91.8% or 10,299 persons were employed and 916 persons or 8.2% were not employed.

As the 2010 Census data has yet to be released for this category, five-year ACS estimates were relied upon. The majority of workers (78.1%) within the Town were private wage and salary workers in 2013. Approximately 8.3% of workers were government employees and 590 or 3.4% were self-employed. The ACS estimates that 17 workers over the age of 16 were unpaid family workers.

CLASS OF WORKER		
Class of Worker	Number of Workers	Percent
Private wage and salary workers	8,762	78.1%
Government workers	930	8.3%
Self-employed workers	590	5.3%
Unpaid family workers	17	0.2%
Total employed residents	10,299	91.8%
Total unemployed residents	916	8.2%
Total residents in workforce	11,215	100.0%

Source: 2013 ACS 5-Year Estimates, DP-03 Selected Economic Characteristics

OCCUPATIONAL CHARACTERISTICS

In 2013, the ACS estimates that 15.5% of the Town's residents were employed in management, professional, science or arts occupations. Over 2,932 residents (or 28.5%) are approximated to be employed in the service industry and 20.4% of those employed are in sales and office professions. Approximately 1,426 or 13.8% of residents are employed in the construction, extraction or maintenance field. Residents working in the production, transportation, and material moving field comprised 21.8% of the Town's workforce. Compared to Morris County, Dover has a considerably lesser proportion of working residents employed in the management, professional, and related field and a greater proportion in the service industry.

EMPLOYED CIVILIAN POPULATION BY OCCUPATION (AGE 16 YEARS OR OLDER)				
Occupation	Town of Dover		Morris County	
	Total	Percent	Total	Percent
Management, professional, and related	1,593	15.5%	123,824	49.0%
Service	2,932	28.5%	32,681	12.9%
Sales and office	2,099	20.4%	63,810	25.3%
Natural resources, construction, and maintenance	1,426	13.8%	14,540	5.8%
Production, transportation, and material moving	2,249	21.8%	17,665	7.0%
Total	10,299	100.0%	252,520	100.0%

Source: 2013 American Community Survey 5-Year Estimates, DP-03 Selected Economic Characteristics

EMPLOYMENT PROJECTIONS

The NJTPA estimates that employment within the Town will grow by 2,610 jobs by 2040.¹²

EMPLOYMENT PROJECTION			
Year	Jobs	Change	Percent
2010	6,000	---	---
2040	8,610	2,610	43.5%

Source: NJTPA Employment Forecast by County and Municipality 2010-2040

IN-PLACE EMPLOYMENT BY INDUSTRY

New Jersey's Department of Labor and Workforce Development is the entity that reports on employment and wages within the State of New Jersey. The latest municipal-level report was completed in 2014. According to the data, there were 6,573 private sector jobs within the Town, which were provided by 474 employers. Note that these are jobs within Dover, regardless of where the employee lives.

The largest industry in Dover is the Health/Social sector. This accounts for 26.2% of those working in the Town. The Retail Trade sector employs 17.7% of workers in the Town, and the Administrative/ Waste Remediation sector employs 787 workers or 12%.¹³ See the following table for data on each industry sector.

¹² <http://www.njtpa.org/getattachment/Data-Maps/Demographics/Forecasts/Forecasts-for-RTP-rounded.pdf.aspx>

¹³ Note that the public sector totals as estimated by the ACS and NJ Department of Labor are different. This could be due to the time difference in the estimations (ACS was completed between 2009 and 2013 and the Department of Labor's report was released in 2014) or different methodologies used for estimating or tabulating the data.

EMPLOYMENT BY INDUSTRY SECTOR AND NUMBER OF EMPLOYEES (2014)					
Industry	Establishments		Employees		Annual Wages
	Total	Percent	Total	Percent	
Construction	52	11.0%	338	5.1%	\$51,839
Manufacturing	-	-	-	-	-
Wholesale Trade	28	5.9%	354	5.4%	\$48,751
Retail Trade	71	15.0%	1,166	17.7%	\$32,839
Transp/Warehousing	29	6.1%	636	9.7%	\$53,712
Information	-	-	-	-	-
Finance/Insurance	22	4.6%	193	2.9%	\$52,249
Real Estate	13	2.7%	38	0.6%	\$39,761
Professional/Technical	44	9.3%	424	6.5%	\$68,537
Management	-	-	-	-	-
Admin/Waste Remediation	36	7.6%	787	12.0%	\$19,711
Education	9	1.9%	375	5.7%	\$38,737
Health/Social	61	12.9%	1,719	26.2%	\$45,307
Arts/Entertainment	-	-	-	-	-
Accommodations/Food	50	10.5%	379	5.8%	\$17,687
Other Services	53	11.2%	149	2.3%	\$38,204
Unclassifieds	6	1.3%	15	0.2%	\$20,351
Private Sector Total	474	100.0%	6,573	100.0%	\$40,591
Local Govt Education	1	10.0%	360	35.8%	\$67,950
Local Govt Totals	4	40.0%	521	51.8%	\$66,314
State Govt	1	10.0%	10	1.0%	\$62,688
Federal Govt Total	4	40.0%	115	11.4%	\$67,580
Public Sector Total	10	100.0%	1,006	100.0%	\$66,133

Source: NJ Department of Labor and Workforce Development, Employment and Wages, 2014 Annual Report

Note: Private sectors totals and averages published by NJDoL have been corrected here.

TRAVEL TIME TO WORK

In 2013, the largest cohort of Dover residents (21.3%) spent between 10 and 14 minutes getting to work. Residents spending less than 20 minutes getting to work comprised the majority (52%) of the Town's workforce. Those spending longer than 45 minutes commuting to work constituted 12.1% of the Town's workers. See the following table for details.

COMMUTE TIME		
Travel Time (in minutes)	Number of Workers	Percent
Less than 5	232	2.3%
5 to 9	1,695	17.1%
10 to 14	2,111	21.3%
15 to 19	1,118	11.3%
20 to 24	951	9.6%
25 to 29	767	7.7%
30 to 34	1,123	11.3%
35 to 39	193	1.9%
40 to 44	521	5.3%
45 to 59	521	5.3%
60 to 89	455	4.6%
90 or more	215	2.2%
Total	9,902	100.0%

Source: 2013 American Community Survey 5-year Estimates: Table B08303

X. PROJECTION OF HOUSING STOCK

As per the MLUL, specifically N.J.S.A. 52:27D-310, a housing element must contain a projection of the municipality's housing stock, including the probable future construction of low and moderate income housing for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands.

The Department of Community Affairs' Division of Codes and Standards website provides data on Certificates of Occupancy and demolition permits for both residential and non-residential development. Within the Division of Codes and Standards website is the New Jersey Construction Reporter, which contains building permit, certificate of occupancy and demolition data that is submitted by the municipal construction officials within the State each month. The New Jersey Construction Reporter has information dating back to 2000, which can be used to show the Town's historic development trends.

As shown in the table that follows, 193 new dwelling units were built between 2000 and 2014. During the same time period, there were 29 residential demolitions. Therefore, the Town gained a net of 164 new housing units during the 15-year period. In 2004, there was a peak in housing construction with 103 net housing units. Since 2004, new housing construction activity minus demolitions has averaged 2.5 units per year. This would mean an average of 25 new housing units over the next ten years.

HISTORIC TREND OF RESIDENTIAL CERTIFICATES OF OCCUPANCY & DEMOLITION PERMITS																
	'00	'01	'02	'03	'04	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14	Total
COs Issued	9	18	10	6	104	9	6	6	3	2	8	3	2	2	5	193
Demolitions	4	0	1	1	1	0	1	2	9	9	0	0	0	1	0	29
Net Development	5	18	9	5	103	9	5	4	-6	-7	8	3	2	1	5	164

Source: "New Jersey Construction Reporter" - New Jersey Department of Community Affairs.

SITES DESIGNATED FOR AFFORDABLE HOUSING

Projecting into the future, the Town presently has one single-family home that was recently approved by the Zoning Board of Adjustment and four single-family homes under construction. These affordable homes are being built through the Morris County Habitat for Humanity organization.

One redevelopment project, by Pennrose Properties, LLC, is also under consideration by Dover which is expected to yield up to 71 affordable units.

A map is provided in the Appendix which shows the location of planned affordable housing sites.

XI. CAPACITY FOR FAIR SHARE

This chapter of the HEFSP provides the following information as required by the rules:

- The Town's capacity to accommodate its housing needs.
- A consideration of the lands that is most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing.
- Lands of developers who have expressed a commitment to provide low and moderate income housing.
- The location and capacities of existing and proposed water and sewer lines and facilities relevant to the proposed affordable housing sites.

LAND CAPACITY

The Town's capacity to accommodate its present and prospective affordable housing need is determined by three components – available land, water capacity and sewer capacity. Note

that land development is limited by wetlands, flood plains, easements (conservation, sewer, water, etc.), parcel size and municipal regulations.

In December 2015, The Town conducted a Vacant Land Inventory analysis that indicates only one additional affordable unit can be realistically constructed on the lands that are vacant and developable within the Town. Other vacant lands had environmental constraints that preclude development. Future development will likely be as redevelopment of appropriate properties or possibly infill.

APPROPRIATE LOCATIONS FOR AFFORDABLE HOUSING

Land that is most appropriate for the construction of low and moderate income housing includes the following:

1. Redevelopment Areas
 - Pennrose Properties Veterans Housing
 - Other redevelopment areas may be defined in the future. Affordable housing will be considered as an element in the planning of these projects as appropriate.
2. Properties where a use variance is requested to construct multi-family housing.
3. Existing structures appropriate for conversion to affordable housing include homes in foreclosures, which could be cost effective to buy and convert to affordable housing.
4. As for structures suitable for rehabilitation, according to the Town's Rehabilitation Obligation, 312 homes within the Town are in need of a major system repair (e.g. roof, electric, plumbing, etc.). The Town has an on-going housing improvement program in place.

POTENTIAL AFFORDABLE HOUSING DEVELOPERS

As of July 2016, there were no intervenors or objectors to the Town of Dover's HEFSP, with the exception of the Fair Share Housing Center who was an 'interested party'.

As indicated, there are proposed projects under consideration which will be detailed later in the HEFSP.

ANTICIPATED DEVELOPMENT PATTERNS

In 2005, the entire Town of Dover had been declared in Need of Rehabilitation. A number of properties are expected to be considered for rehabilitation or redevelopment in the future.

UTILITY CAPACITY

The Town of Dover's water is provided by the Dover Water Commission. The current Water Allocation and FIRM Capacity indicates that there is additional capacity to accommodate for minor growth in the future. Anticipated future growth through redevelopment has the benefit of reducing the additional water needs anticipated by offsetting the redevelopment needs in part with existing water use by the current users on those redevelopment parcels. Over the next ten (10) years sufficient water exists to accommodate anticipated new development and redevelopment. The Dover Water System is an aging system that is systematically being replaced through a Capital Plan that could take a number of years to complete. It must be noted however that the anticipated growth over the next ten (10) years will require little, if any expansion of the water system since water mains already exist along the frontage of those properties to be developed and redeveloped.

The Town of Dover Sewer System is regulated and maintained by the Town of Dover. The Town of Dover is one of a number of municipalities that are part of the Rockaway Valley Regional Sewerage Authority (RVRSA) which treat the sewerage at its treatment plant on Parsippany, NJ. Although current capacity exists at the Treatment Plant, allocation of gallonage by RVRSA is distributed on a first come, first served basis to projects in the RVRSA Service Area. The entire Town of Dover is within the RVRSA Service Area.

FAIR SHARE PLAN

Town of Dover

XII. CONTENT OF FAIR SHARE PLAN

The Fair Share Plan contains the following information:

- Description of existing credits intended to satisfy the obligation;
- Description of mechanisms that will be used to meet any outstanding obligation; and
- An implementation schedule that sets forth a detailed timetable for units to be provided.

In adopting its housing element, a municipality may provide for its fair share of low and moderate income housing by means of any technique or combination of techniques that provide a realistic opportunity for the provision of the fair share. As per N.J.A.C. 5:93, these potential techniques include but are not limited to:

- Rehabilitation of existing substandard housing units;
- ECHO units (as a Rehabilitation credit);
- Municipally-sponsored and 100% affordable developments;
- Zoning for inclusionary development;
- Alternative living arrangements;
- Accessory apartment program;
- Purchase of existing homes;
- Write-down/buy-down programs; and
- Assisted living residences.

XIII. REGIONAL INCOME LIMITS

Dwelling units are affordable to low and moderate income households if the maximum sales price or rental cost is within their ability to pay such costs, based on a specific formula. The State provides income limits based upon the median gross household income of the affordable housing region in which the household is located. A moderate income household is one with a gross household income equal to or more than 50%, but less than 80%, of the median gross regional household income. A low income household is one with a gross household income equal to 50% or less of the median gross regional household income. Very-low income households are those with a gross household income equal to 30% or less of the median gross household income. Dover is located in Region 2, which contains Essex, Morris, Union, and Warren County.

Using the 2016 regional income limits, a four-person household moderate income is capped at \$72,492. Two-person households could make up to \$57,994 and be considered a moderate income household or earn up to \$36,246 and be considered a low income household. See the table on the following page for greater detail.

2014 REGIONAL INCOME LIMITS FOR REGION 2				
Income	Household Size			
	1 Person	2 Person	3 Person	4 Person
Median	\$63,431	\$72,492	\$81,554	\$90,615
Moderate	\$50,744	\$57,994	\$65,243	\$72,492
Low	\$31,715	\$36,246	\$40,777	\$45,308
Very Low	\$19,029	\$21,748	\$24,666	\$27,185

AFFORDABLE REQUIREMENTS

The three components that must be addressed by this plan are contained in the table below. See Chapter 1 for a discussion of the methodology for the Third Round Obligation.

TOWN OF DOVER: AFFORDABLE HOUSING OBLIGATION*			
	Present Need Rehabilitation	Prior Round 1987-1999	Third Round 1999-2025
Obligation	312	6	178

*Negotiated Settlement Agreement – 06/16/2015

As discussed previously, Dover has conducted a Vacant Land Inventory and determined the RDP to be 1. However, Dover will not utilize the RDP to address its affordable housing obligation.

Dover's Fair Share Plan describes the projects and strategies the Town proposes to address its affordable housing obligation. The three components addressed by this plan are addressed in the following sections.

XIV. DOVER'S REHABILITATION OBLIGATION

Page 45 of the Opinion issued by the Supreme Court of New Jersey on March 10, 2015 states that "the Appellate Division also approved a methodology for identifying substandard housing that used fewer surrogates [or indicators] to approximate the number of deficient or dilapidated housing units". The Order states that three indicators was not an abuse of discretion. The three indicators utilized are old and over-crowded units, homes with incomplete plumbing and housing units with incomplete kitchens. The regional low and moderation income share of these

units is 66.55% of the total unique deficient units in the Region. The table below shows how the Present Need Obligation was calculated by the FSHC Kinsey Report.

PRESENT NEED (REHABILITATION) CALCULATION ¹⁴			
Present Need as of 2016 Pre-Secondary Sources	Low-mod Share	Present Need Prior to Low-mod Share Application	Unique Deficient Units
312	0.665535957	469	441

N.J.A.C. 5:93-5.2(g) and (h) requires \$10,000 to be spent per unit and a six-year control on affordability for owner-occupied units.¹⁵ Rental units are required to have ten-year controls on affordability. Additionally a major system¹⁶ must be repaired in order for a home to qualify as a credit.

DOVER REHABILITATION PROGRAM

The Town has had a rehabilitation program in place since the 1990s. One hundred and forty-eight (148) low and moderate income homeowners have been assisted through this program. Since its inception, the Town has expended \$2,883,320.90 in hard costs to rehabilitate these homes. The rehabilitated units are affordability restricted with a 99 year lien filed against the property within a revolving loan fund. Funding has been provided through NJDCA Small Cities Program. As of June 2016, \$423,457 has been recaptured in the revolving loan fund as properties are sold.

Since 2010, Dover has completed the rehabilitation of 25 homes. As of June 30, 2016, five additional homes have begun the rehabilitation process. (A copy of the Resolution hiring the Rehabilitation Housing Consultant, the Rehabilitation Manual currently in operation, and a list of properties that have been rehabilitated are included in the Appendix.)

¹⁴ FSHC R3 Model, May 2016.

¹⁵ The rules specifically require a minimum of \$2,000 per unit to be spent on administration and \$8,000 per unit to be spent on the rehabilitation activity, which totals at least \$10,000.

¹⁶ A major system is defined by N.J.A.C. 5:93-5.2(b) as weatherization, a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or a load bearing structural system.

Dover has contracted with a qualified agency to manage its Housing Rehabilitation Program. Dover plans to continue its Housing Rehabilitation Program based upon available funds. See the following table which summarizes Dover's Rehabilitation Share. As noted on the following table, Dover's Present Need obligation, as calculated by the FSHC is 312 units. With the 25 homes that have been rehabilitated since 2010 and with five homes currently undergoing rehabilitation, the Town has a credit of 30 units.

The Town's Spending Plan, which is included in the Appendix, has estimated 62 units could be rehabilitation over the next 10 years, unless additional funding is made available.¹⁷ The Town has received rehabilitation funds through the NJDCA Small Cities Program. The Rehabilitation Housing Consultant has estimated that funding may be reduced from these programs in the coming years. It is assumed that annually \$100,000 in CDBG funds will be available. On-average, \$23,000 is estimated to rehabilitate a unit. Together with the administrative fee of \$2,000, \$25,000 is the estimated rehabilitation cost per unit. The Spending Plan estimates \$1,550,000 will be available to fund rehabilitation projects over the next 10 years. Therefore, six units may be rehabilitated annually with the anticipated funding.

Additionally surplus affordable housing unit credits may be used to address the Town's rehabilitation obligation. Based upon the 47 surplus carryover credits from the Prior and Third Rounds, plus the 30 unit rehabilitation program credits, and the estimated 62 future rehabilitated homes, the Town has 139 rehabilitation credits. Therefore the Township is expected to address 139 credits of the 312 rehabilitation obligation. This will yield a remaining deficit rehabilitation obligation of 173 units. The rehabilitation credit obligation will be subject to rehabilitation funds being made available to the Town.

<i>Present Need (Rehabilitation) Obligation - 312</i>	
<i>Mechanism</i>	<i>Total</i>
Town Rehabilitation Program - Rehabilitation Units Completed or Under Construction	30
Estimated Rehabilitation Units To Be Completed by 2025	62
Surplus Carryover Credits	47
Total Rehabilitation + Surplus Carryover Credits	139
Rehabilitation Obligation	312
Deficit - Remaining Rehabilitation Obligation	(-173)

¹⁷ Note that N.J.A.C. 5:93-5.1 permits the Rehabilitation Obligation to be satisfied through new construction credits. As the Third Round progresses, the Town may decide to instead utilize surplus Third Round credits towards the Rehabilitation Obligation.

XV. PRIOR ROUND (1987-1999)

According to the December 4, 1996 COAH certification resolution, Dover's Second Round HEFSP Prior Round Obligation (PRO) included a six unit new construction obligation. The Town addressed this entire obligation at that time.

This HEFSP has updated the PRO compliance credits based upon current data. The following table shows existing built affordable units in the Town and how the PRO has been addressed.

Dover has a PRO of six units. Under the COAH rules¹⁸, the following detail the Town's minimum rental unit obligation, maximum rental bonus and maximum age restricted housing requirements.

Minimum rental obligation:

$$\begin{aligned} &= 25\% (\text{precredited need} - \text{prior cycle credits} - \text{rehabilitation obligation}) \\ &= 25\% (6 - 5 - 312) = 0 \text{ rental obligation} \end{aligned}$$

Maximum age-restricted units:

$$\begin{aligned} &= 25\% (\text{precredited need} - \text{prior cycle credits} - \text{rehabilitation credits}) \\ &= 25\% (6 - 5 - 30) = 0 \text{ units} \end{aligned}$$

Maximum rental bonus

$$\begin{aligned} &= 1 \text{ unit for each rental unit not to exceed the minimum rental obligation} \\ &= \text{Dover's rental obligation is 0; therefore 0 units rental bonus} \end{aligned}$$

BUILT AFFORDABLE UNITS

There are currently 110 affordable deed-restricted units in the Town. The following table lists these built units and credits.

The built affordable units include 2 group homes with a total of 11 bedrooms. The Community Hope 1 facility at 133 Berry Street was occupied in 1986. It therefore falls under the Prior Cycle credits category. It has 5 bedrooms.

The second group home, Community Hope II, located at 93-94 Berry Street, has a total of 6 bedrooms. It was occupied in 2003. Both group homes are rental units for very low income individuals.

¹⁸ N.J.A.C. 5:93-5-15

Morris County Habitat for Humanity currently has built or gut-renovated 4 affordable units in the Town. These are deed restricted affordable homes, which have been sold to disadvantaged families.

The Granny Brook Apartments at 91 Park Heights is an inclusionary 22 unit adaptive reuse building. Five (5) affordable rental units for moderate income families are provided in this development. Granny Brook received site plan approval in 2008.

The Spruce Senior Housing was granted certificate of occupancy around 2003. Ninety (90) rental age-restricted (AR) affordable units are occupied with an additional manager's apartment.

(See Appendix for documents related to these projects.)

EXISTING CREDITS				
Prior Round Obligation: 6 Credits				
Mechanism	Credit Type	Credit	Bonus	Total
Community Hope I, 133 Berry Street, B2016, L6, ALA/NAR/RL	Prior-Cycle	5	0	5
Community Hope 2, 93-94 Berry Street, B2016, L127, ALA/NAR/RL	100% Affordable	6	0	6
Habitat For Humanity, 32 Spring Street, B514, L14.04, C01, NAR/S	100% Affordable	1	0	1
Habitat For Humanity, 30 Spring Street, B514, L14.04, C02, NAR/S	100% Affordable	1	0	1
Habitat For Humanity, 114 Baker Street, B712, L8, C02, NAR/S	100% Affordable	1	0	1
Habitat For Humanity, 263 Ann Street, B403, L12, NAR/S	100% Affordable	1	0	1
Spruce Street Housing, B11,L1-16, AR/RL	100% Affordable - Senior Rental	90		90
Granny Brook Apartments, B202,L6, NAR/RL (all moderate units)	Inclusionary	5		5
Total		110	0	110
Prior Round Obligation				6
Surplus Built Affordable Unit Credits				104 ¹⁹
Key: ALA – Assisted Living, AR – Age Restricted NAR – Not Age Restricted RL – Rental S - Sales				

¹⁹ Carryover Credits – 14 not age-restricted units; 90 age-restricted (senior) units.

PRIOR ROUND OBLIGATION SUMMARY

Dover has met its PRO of 6 credits and has 104 credits that will be carried over to future rounds.

XVI. GAP PERIOD (1999-2014)

As stated in the December 30, 2015 Econsult Solutions report²⁰, *"In sum, no legal affordable housing obligation or identifiable additive affordable housing need emerges for the 'gap' period. Therefore none is calculated."*

The May 17, 2016 FSHC Kinsey Report provided for a 105 unit gap period (1999-2015) obligation for Dover.

XVII. THIRD ROUND PROSPECTIVE NEED: (1999-2015)

Dover must plan for a negotiated Third Round Obligation (TRO) of 178 units. At this time, Dover has been very proactive in addressing affordable housing and has planned for additional affordable units to address housing needs for its residents. These planned affordable units are shown in the following table.

VERY-LOW INCOME HOUSING

In 2008, P.L. 2008, c. 46 was signed by the Governor, which made a number of changes to the affordable housing rules. In fact, it amended the Fair Housing Act (hereinafter "FHA") to include a requirement that at least 13% of affordable housing units must be made available to very-low income households. Specifically, the FHA reads:

The council shall coordinate and review the housing elements as filed pursuant to section 11 of P.L.1985, c.222 (C.52:27D-311), and the housing activities under section 20 of P.L.1985, c.222 (C.52:27D-320), at least once every three years, to ensure that at least 13 percent of the housing units made available for occupancy by low-income and moderate income households will be reserved for occupancy by very low income households, as that term is defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304).

²⁰ Econsult Solutions, Inc., Affordable Housing Need and Obligations, December 30, 2015, page 91.

PLANNED AFFORDABLE UNIT CREDITS

The following table lists the Third Round projects currently being planned in the Town.

Third Round Prospective Need Obligation (1999 - 2025) – 178 units				
<i>Mechanism</i>	<i>Credit Type</i>	<i>Credit</i>	<i>Bonus</i>	<i>Total</i>
Habitat For Humanity, Harding Avenue, B2205, L1.01,1.02,2,2, NAR/S	100% Affordable	4	0	4
Habitat For Humanity, 23 Monmouth Street, B1214, L2, NAR/S	100% Affordable	1	0	1
Pennrose Properties Veterans Housing, Redevelopment Area, B1219, L2, (NAR, RL)	100% Affordable	71	45 ²¹	116
Subtotal Proposed Affordable Units		76	45	121
Carryover Surplus Family Housing Credits				14
Carryover Senior Credits ²²				45
Total Affordable Unit Credits				180
Third Round Prospective Need Obligation				178
Surplus Third Round Obligation Credits				2
Carryover Surplus Senior Credits from Prior Round				45
Total Surplus Credits to be Used to Address Present Need (Rehabilitation) Obligation				47

²¹ Rental Bonus Credits (Third Round) - Assume 25% of Prospective Need Obligation (0.25 (178) = 45 rental bonus credits

²² 90 senior units carryover from Prior Round. Maximum senior units permitted = 0.25 (3rd Round Negotiated Prospective Need Obligation or 178 units) = 45 senior units. The balance of the remaining 45 senior units will be used to address the Town's Present Need (rehabilitation) obligation.

Habitat for Humanity - Harding Avenue Units

This project is currently under construction. It consists of four single-family homes that will be sold to low/moderate income households. The units will be deed restricted.

Habitat for Humanity - 23 Monmouth Street Unit

This affordable project was approved in February 2016 by the Zoning Board of Adjustment. The one affordable unit will replace a pre-existing two-family residential home that was significantly damaged by fire in late 2014. The property will be deed restricted for 30 years. The Town plans to donate \$22,500 to assist in this meritorious effort to provide affordable housing.

Pennrose Properties Veterans Housing

On August 9, 2005, Dover designated the entire Town as an Area in Need of Rehabilitation by Resolution (RL-129). On February 10, 2015, the Dover Governing Body designated by Resolution No. 069-2015, Pennrose Properties, LLC as the Designated Conditional Redeveloper of Block 1210, Lots 1 and 2, a 1.183 acre parcel bounded by Prospect Street, Chestnut Street and Thompson Avenue. On June 24, 2016, The Town adopted Ordinance No. 15-2016 adopting Redevelopment Parcel P-1, Redevelopment Plan, Block 1219, Lots 1 and 2. (A copy of this Redevelopment Plan is provided in the Appendix.

The Redevelopment Plan provides for two alternatives including either 70 or 71 affordable housing units with the intention of renting to Veterans. It is expected that low income housing tax credits will support the affordable housing project. According to the Town Engineer, a site plan application is expected within the 3rd quarter of 2016. Construction is anticipated to start the 2nd quarter of 2017.

THIRD ROUND EXISTING CREDIT SUMMARY

Based upon current known affordable housing projects, 76 new construction affordable units are planned, which includes the entire 71 units in the Pennrose Properties development that are planned to house low and moderate income military veterans. These new construction units, together with rental bonus credits and carryover surplus credits, yield a total of 180 unit credits. Subtracting 180 units from the 178 unit Third Round Obligation will yield a surplus of 2 units plus the 45 carryover built surplus units carried over from the Prior Round. Therefore there is a

combined surplus of 47 units which can be used to address the remaining Present Need obligation.

XVIII. DEVELOPMENT FEES

Dover will continue to collect residential and non-residential development fees as permitted under the State-wide Non-Residential Fee Act and the Town's Development Fee Ordinance was adopted in November 2005 and approved by COAH in December 2005. These funds will be utilized to satisfy the Town's obligation, provide affordability assistance, to pay for administrative costs as permitted by law and to utilize funds to rehabilitate affordable housing units through the on-going Town Rehabilitation Program. The Development Fee Ordinance may be updated to address changes in the current development fee regulations.

XIX. SUMMARY OF MECHANISMS & CREDITS

The table on the following page provides a summary of the mechanisms, credits and bonuses this HEFSP proposes. It should be noted that N.J.A.C. 5:93-5.1 permits the Rehabilitation Obligation to be satisfied through new construction credits. As the Third Round progresses, the Town may decide to instead utilize surplus Third Round credits towards the Rehabilitation Obligation. Dover preserves this right to shift surplus Third Round credits to satisfy the Rehabilitation Obligation at some point in the future.

XX. IMPLEMENTATION SCHEDULE

The chart on the following page provides an anticipated implementation schedule for the mechanisms that are proposed within the Town of Dover. The Town's rehabilitation program will continue for the next 10 years utilizing available funding.

The Pennrose Properties Veterans Housing project is expected to be completed by 2018. Other

CONCLUSION			
<i>FAIR SHARE PLAN - PHASE</i>	<i>Required Credits</i>	<i>Existing & Proposed Credits</i>	<i>Remaining Obligation</i>
Prior Round Obligation	6	6	0
Prospective Need Obligation	178	178	0
Present Need (Rehabilitation) Obligation	312	139	-173

redevelopment projects with affordable housing units, currently not known, may also be implemented in the Third Round period.

Two Morris County Habitat for Humanity (HFH) projects are presently moving forward. The HFH Harding Street project has begun construction. The HFH 23 Monmouth Street HFH project just received Zoning Board of Adjustment approval. Both are expected to be completed by 2017.

IMPLEMENTATION SCHEDULE											
Mechanism	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Town Rehabilitation Program											
Solicit Applicants											
Rehabilitate Unit											
Pennrose Properties, Inc. Veterans Housing Redevelopment Area											
Conduct Area In Need of Redevelopment Study											
Prepare & Adopt Redevelopment Plan											
Site Plan Application											
Review and Approval											
Construction											
Occupancy											
Morris County Habitat For Humanity, Harding Ave.											
Morris County Habitat for Humanity, 23 Monmouth St.											

XXI. SPENDING PLAN

The Town of Dover has prepared a Spending Plan to address its planned disbursement of funds collected through the Town's adopted development fee ordinance. A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the Town on November 7, 2005 and approved by the COAH on December 19, 2005. A copy of this Ordinance and the COAH certification is included in the Appendix.

The ordinance establishes the Town of Dover's affordable housing trust fund for which the Town's Spending Plan has been prepared. The Town's Spending Plan, which is included in the Appendix, has estimated 62 units to be rehabilitation over the next 10 years, unless additional funding is made available. In addition, the Town plans to donate \$22,500 toward the construction of a single family low/moderate unit which is to be built by Morris County Habitat for Humanity.

The Development Fee Ordinance is planned to be updated to reflect current State regulations.

XXII. APPENDIX

RESOLUTIONS

1. Planning Board Resolution adopting Housing Element and Fair Share Plan
2. Board of Aldermen Resolution approving Housing Element and Fair Share Plan

DOCUMENTS

3. Map of Existing and Planned Affordable Housing Sites
4. Town of Dover Vacant Land Inventory
5. Town of Dover Spending Plan
6. Town of Dover Housing Rehabilitation Program
 - a. Town resolution approving contract with Rehabilitation Consultant
 - b. List of Dover Housing Units Rehabilitated by Town
 - c. Rehabilitation Manual
7. Community Hope I, 133 Berry Street
8. Community Hope 2, 93-94 Berry Street
9. Habitat For Humanity, 32 Spring Street
10. Habitat For Humanity, 30 Spring Street
11. Habitat For Humanity, 114 Baker Street
12. Habitat For Humanity, 263 Ann Street
13. Spruce Street Housing
14. Granny Brook Apartments
15. Habitat For Humanity, Harding Avenue
16. Habitat For Humanity, 23 Monmouth Street
17. Pennrose Properties Veterans Housing - Redevelopment Parcel P-1 Redevelopment Plan, Block 1219, Lots 1 and 2, May 31, 2016, adopted by Board of Aldermen on June 28, 2016
18. Town of Dover Development Fee Ordinance #20-2005 & December 2005 COAH Development Fee Ordinance Approval Letter
19. June 16, 2016, Superior Court of New Jersey Law division, Morris County Docket No- MRS -L-1696-15, Order Granting Substantive Certification and Judgement of Compliance and Report.

APPENDIX

Town of Dover

Housing Element & Fair Share Plan

Appendix

Town of Dover

Morris County, New Jersey

July 2016

Prepared by:

Marcia R. Shiffman

Marcia Shiffman, P.P., AICP, LLA

NJ License #33LI000242800



The original of this report was signed and sealed in accordance with NJSA 45:14A-12.

XX11. APPENDIX

RESOLUTIONS

1. Planning Board Resolution adopting Housing Element and Fair Share Plan

DOCUMENTS

2. Map of Existing and Planned Affordable Housing Sites
3. Town of Dover Vacant Land Inventory
4. Town of Dover Spending Plan
5. Town of Dover Housing Rehabilitation Program
 - a. Town resolution approving contract with Rehabilitation Consultant
 - b. List of Dover Housing Units Rehabilitated by Town
 - c. Rehabilitation Manual
6. Community Hope I, 133 Berry Street
7. Community Hope 2, 93-94 Berry Street
8. Habitat For Humanity, 32 Spring Street
9. Habitat For Humanity, 30 Spring Street
10. Habitat For Humanity, 114 Baker Street
11. Habitat For Humanity, 263 Ann Street
12. Spruce Street Housing
13. Granny Brook Apartments
14. Habitat For Humanity, Harding Avenue
15. Habitat For Humanity, 23 Monmouth Street
16. Pennrose Properties Veterans Housing - Redevelopment Parcel P-1 Redevelopment Plan, Block 1219, Lots 1 and 2, May 31, 2016, adopted by Board of Aldermen on June 28, 2016
17. Town of Dover Development Fee Ordinance #20-2005 & December 2005 COAH Development Fee Ordinance Approval Letter
18. June 16, 2016, Superior Court of New Jersey Law division, Morris County Docket No- MRS -L-1696-15, Order Granting Substantive Certification and Judgement of Compliance and Report.

1. PLANNING BOARD RESOLUTION

RESOLUTION
Town of Dover
Planning Board
Adoption of Housing Element and Fair Share Plan
and Amendment to Master Plan
Decided on August 24, 2016
Memorialized on August 24, 2016

WHEREAS, in accordance with the Mount Laurel Doctrine every municipality has a constitutional obligation to create a realistic opportunity for producing a fair share of the regional present and prospective need for housing low and moderate income families; and

WHEREAS, the New Jersey Supreme Court issued a Decision and Order on March 10, 2015, In Re Adoption of N.J.A.C. 5:96 & 5:97 by the Council on Affordable Housing, 221 N.J. 1 (2015) (Mount Laurel IV), wherein the Court held that because COAH failed to adopt amended Third Round Rules, constitutional compliance cannot be evaluated under COAH's jurisdiction which thereby rendered the FHA's exhaustion of administration remedies futile; and

WHEREAS, the New Jersey Supreme Court in Mount Laurel IV ordered that the Courts may resume their role as the forum of first instance for evaluating compliance with Mount Laurel obligations; and

WHEREAS, in accordance with Mount Laurel IV, the Town of Dover filed a Declaratory Judgment action with the Court on July 8, 2015 under Docket No. MRS-L-1696-15; and

WHEREAS, this matter was being Case Managed by the Honorable Stephan C. Hansbury, J.S.C.; and

WHEREAS, pursuant to a Court Order of November 2, 2015, the Town of Dover was required to submit a Housing Element and Fair Share Plan (HEFSP) to the Court on or before April 4, 2016; and

WHEREAS, the Court entered an Order on February 10, 2016 along with a letter to counsel dated February 19, 2016, which clarified the November 2, 2015 Order and confirmed that it would be acceptable to the Court, if the Planning Board adopted a Resolution accepting the HEFSP with an indication that, if approved by the Court, the Planning Board would proceed to promptly conduct a public hearing and adopt it as part of the Master Plan approval process; and

WHEREAS, the Town of Dover retained Marcia Shiffman, AICP, PP, LLA of Maser Consulting, P.A. to prepare a HEFSP; and

WHEREAS, Maser Consulting, P.A. has prepared a HEFSP dated March , 2016 which has been reviewed by the Town of Dover Planning Board who adopted a Resolution on March 23, 2016 confirming that it would adopt the HEFSP if approved by the Court as part of the Master Plan approval process in accordance with the requirements of the Municipal Land Use Law; and

WHEREAS, the Mayor and Board of Alderman on March 22, 2016 reviewed the HEFFSP and adopted a Resolution confirming that it would endorse and/or adopt the HEFSP if approved by the Court; and

WHEREAS, the Court having reviewed the HEFSP submitted on behalf of the Town of Dover entered an Order on April 15, 2016 scheduling this matter for a final hearing and entry of Final Judgment before the Court on June 16, 2016; and

WHEREAS, the Trial Court conducted a Fairness/Compliance hearing on June 16, 2016 at which time Marcia Shiffman, AICP, PP, LLA testified on behalf of the Town of Dover in regard to the Town of Dover's present need/rehabilitation obligation, prior round obligation, and third round prospective need obligation under the Mount Laurel Doctrine; and

WHEREAS, Fair Share Housing Center (FSHC) participated in the hearing before the Court and confirmed that the Town of Dover and FSHC agreed upon a settlement of the Declaratory Judgment action subject to entering into a Settlement Agreement; and

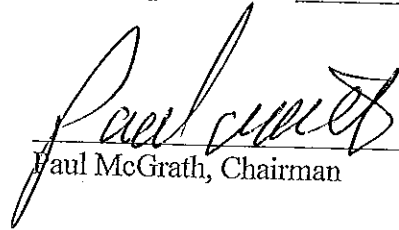
WHEREAS, at the conclusion of the Fairness/Compliance hearing, the Court entered an Order granting Substantive Certification and a Judgment of Compliance and Repose to the Town of Dover in accordance with a Court Order entered on June 16, 2016 and amended on June 24, 2016 which, among other relief, grants the Town of Dover immunity against builders remedy litigation and exclusionary zoning challenges for a period of ten (10) years from the date of the Court Order and grants to the Town of Dover the judicial equivalent of Substantive Certification for a period of ten (10) years from the date of the Order (June 24, 2016) as long as the Town of Dover implements its approved Housing Element and Fair Share Plan.

WHEREAS, the Planning Board of the Town of Dover has reviewed the HEFSP prepared by Marcia Shiffman of Maser Consulting, P.A. which has been approved by the Court.

NOW, THEREFORE BE IT RESOLVED that the Planning Board of the Town of Dover has reviewed the HEFSP and has determined that the HEFSP is consistent with the goals and objectives of the Town of Dover's Master Plan. The Planning Board hereby adopts the HEFSP and amends the Master Plan to include the HEFSP approved by the Court in accordance with the requirements of the Municipal Land Use Law and in accordance with the June 16, 2016 Order of the Court and June 24, 2016 amended Order granting Substantive Certification and Judgment of Compliance and Repose.

This Resolution shall take effect immediately.

The undersigned secretary certifies the within resolution was adopted by the Planning Board of the Town of Dover on 8/24/16 and memorialized herein pursuant to N.J.S.A. 40:55D-10(g) on 8/24/16


Paul McGrath, Chairman

The vote on the Resolution was as follows:

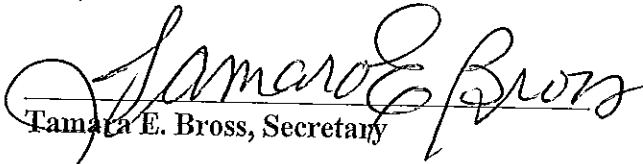
FOR: 8

AGAINST: 0

ABSTAIN: 0

Board Member(s) Eligible to Vote: COMMISSIONERS: ISSELIN, HOFFMAN, REMAINÉ, RIVERA, SHAHRER, RIDNER
ALDERMAN VISIOLI, CHAIRMAN MCGRATH

I certify that the above Resolution is a true copy of a Resolution adopted by the Planning Board on 8/24, 2016


Tamara E. Bross, Secretary

Dated: August 24, 2016

Prepared by: Glenn C. Kienz, Esq.

2. MAP OF EXISTING AND PLANNED AFFORDABLE HOUSING SITES

LEGEND

- Site 1: Habitat For Humanity, Harding Avenue, B2205, L1.01,1.02,2 (NAR/S) - 100% Inclusionary
- Site 2: Habitat For Humanity, 23 Monmouth Street, B1214, L2 (NAR/S) - 100% - Inclusionary
- Site 3: Pennrose Properties Veterans Housing, Redevelopment Area, B1219, L2 (NAR, RL) - 100% Inclusionary

PROPOSED AFFORDABLE HOUSING SITES

TOWN OF DOVER

MORRIS COUNTY
NEW JERSEY



0 500 1,000 1,500 2,000
Feet

This map was developed using NJDEP and County GIS digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.



July 2016

\\HOFAS1\Survey\GIS\SPROJECTS\Private\2015\15002223\160712dnb_AffordableHousingSites.mxd

3. TOWN OF DOVER VACANT LAND INVENTORY

VACANT LAND INVENTORY

Town of Dover
Morris County, New Jersey

December 8, 2015

Prepared by:



A handwritten signature in black ink, reading 'Marcia R. Shiffman'.

Marcia R. Shiffman, P.P., AICP, LLA
N.J. Professional Planners License # 02428

A handwritten signature in black ink, reading 'Daniel N. Bloch'.


Daniel N. Bloch, P.P., AICP,  East Certified
Outstanding Associate
N.J. Professional Planners License #06107

Table of Contents

Introduction.....	1
Properties Excluded From The Vacant Land Inventory	2
Vacant And Developable Properties	3
Parks & Recreation	4
Active Municipal Recreation	4
Conservation, Parkland & Open Space	6
Conclusion	7
Appendix.....	8
Vacant Land Inventory List	8
Environmental Constraints Map	13
Existing Land Use Map.....	14
Vacant Lands Map	15

Introduction

The Town of Dover is located in central Morris County and is bordered by four municipalities: Randolph to the south, Rockaway to the north and east, Mine Hill to the west, and Wharton to the west. Each municipality is located in Morris County proper. The Town consists of approximately 2.73 square miles or 1,747.2 acres.

Almost 49 percent or 851.74 acres of Dover are environmentally constrained, including 174.05 acres of wetlands and associated buffers and 217.91 acres within the FEMA Special Flood Hazard Area¹. Dover Town has 92.56 acres of preserved open space owned by the municipality or Morris County. All of the lands within the Town of Dover are designated within the PA1 Metropolitan Planning Area of the State Development and Redevelopment Plan. The town is also located within the Highlands Planning Area.

This Vacant Land Inventory is prepared in order to document Dover Town's lack of available land capacity, pursuant to N.J.A.C. 5:93-4.2, the New Jersey Council on Affordable Housing ("COAH") Substantive Rules ("COAH's Rules"). As required by COAH's Rules, the Inventory includes the block, lot, address, owner's name, total lot acreage and developable uplands acreage for each property. Also included in this Inventory are the following maps:

1. **Environmental Constraints Map** - showing environmentally sensitive lands, including: water bodies and wetlands per NJDEP GIS data; the Special Flood Hazard Area ("SFHA") per FEMA Flood Risk Zone mapping; steep slopes of 15 percent or greater as determined by USGS topographic contours; and Category One (C1) waters and the associated 300-foot buffer pursuant to N.J.A.C. 7:9B.
2. **Existing Land Use Map** - showing the existing land uses of Dover, displayed by the following classifications: vacant, single-family residential, apartments, commercial, industrial, parkland, other public property, and semi-public properties; also showing environmentally sensitive lands overlay, including wetlands, flood hazard areas, steep slopes, and C1 buffers.
3. **Vacant Lands Map** - showing the vacant lands identified as developable in accordance with COAH's Second Round Rules.

¹ Environmentally constrained areas do not equal total due to overlapping environmental features.

Properties Excluded From The Vacant Land Inventory

This Vacant Land Inventory is prepared in order to document the lack of available land capacity in Dover. As required by COAH's Second Round Rules (N.J.A.C. 5:93-4.2), the inventory includes the block, lot, address, owner's name, current zone, total lot acreage, total acreage suitable for development (uplands) and total acreage unsuitable for development (constraints) for each property (See Vacant Land Inventory in Appendix).

As provided by N.J.A.C. 5:93-4.2.c, lands meeting certain specified criteria may also be excluded from the Inventory. The following criteria were used to further exclude vacant properties from the Inventory:

- Properties owned by a local government entity that are utilized for a public purpose other than housing;
- Vacant contiguous publicly or privately owned parcels where the merged total could not accommodate at least 5 dwelling units at a minimum density of 8 units per acre (less than 0.625 acres);
- Environmentally sensitive lands, which limits the contiguous developable uplands area to less than 0.625 acres; and
- Properties approved for development.

Town of Dover

Vacant And Developable Properties

After excluding vacant properties per the exclusion criteria mentioned above, there is one property remaining in the Town of Dover that has a realistic development potential for inclusionary housing. The total developable uplands area of this property is 0.65 acres. Based on the minimum presumptive density of 8 du/ac in PA1 Metropolitan Planning Area, the properties can be developed with a total of five units, resulting in a realistic development potential (RDP) of one unit.

Block	Lot	Address	Owner	Property Class	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Potential Units	RDP
407	20	220 Ann St.	The Nicholas Partnership	1	R-1	0.84	0.19	0.65	Steep Slopes	5	1
Total						0.84	0.19	0.65		5	1

Town of Dover

Parks & Recreation

According to N.J.A.C. 5:93-4.2(e)(4), Dover Town may reserve up to 3 percent of the total developed and developable acreage (acreage of lands not constrained by wetlands, flood hazard areas, or steep slopes) for active municipal recreation and up to 3 percent of the municipality's total land area for conservation, parklands and open space. This provision allows Dover Town to reserve vacant and developable properties for active recreation or conservation, thus excluding the site or sites from the Vacant Land Inventory.

Active Municipal Recreation

Based on the Recreation and Open Space Inventory (ROSI)², the Town of Dover and the Morris County Park Commission currently own 17 properties for active municipal recreation use, with a total unconstrained area of 19.67 acres.

Block	Lot	Address	Owner	Facility Name	Total Acres	Constrained Acres	Buildable Acres
901	1	Roswell St	Town of Dover	King Field	24.65	16.38	8.27
1905	41	148-150 Richards Ave	Town of Dover		0.11	0.11	0.00
1102	40	Overlook Ave	Town of Dover	Overlook Park	0.65	0.00	0.65
202	8	W Blackwell St	Town of Dover	Hurd Park	9.05	9.05	0.00
101	3	Park Heights Ave	Morris County Park Commission	Hedden Park	31.45	31.28	0.17
101	4	Beaufort Ave	Morris County Park Commission	Hedden Park	14.91	13.09	1.82
101	6	Reservoir Ave	County of Morris	Hedden Park	3.76	3.74	0.02
101	2		County of Morris	Hedden Park	1.84	1.84	0.00
1313	2	E Clinton St	Town of Dover Park	JFK Commons	2.86	2.86	0.00
1111	15	Chestnut St	Town of Dover	Second Street Playground	2.10	0.00	2.10
1711	1	S Morris St	Town of Dover	Mountain Park	2.92	2.92	(0.00)
1802	1	Academy St	Town of Dover Recreation Center	Open Space Area 5	0.63	0.00	0.63
1803	29	S Morris St	Town of Dover Recreation Center	Crescent Field	4.85	0.47	4.38
503	12	Park Heights Ave	Morris County Park Commission	Hedden Park	14.31	13.91	0.40
601	1	W Blackwell St	Town of Dover	Open Space Area 3	21.17	21.17	0.00

² NJDEP Green Acres Program, Open Space Database, last updated April 13, 2009.

Town of Dover

Block	Lot	Address	Owner	Facility Name	Total Acres	Constrained Acres	Buildable Acres
510	1	Unknown	Town of Dover	Randolph Park	1.75	1.75	0.00
803	4	Bowlby Ave	Town of Dover	Bowlbyville Park	2.39	1.17	1.23
Total					139.41	119.74	19.67

There are 893.47 acres of developable and developed lands (not constrained by wetlands, flood hazard area, C1 buffer or steep slopes) in Dover. The current active recreation properties result in 0.22% of the total developed and developable lands. An additional 7.13 acres of land may be reserved for active municipal recreation and excluded from the RDP, provided that any such sites must be designated for recreational purposes in the Town Master Plan.

Active Recreation Calculations			
	Total Developed & Developable Land Area in Dover Town	893.47	100.00%
÷	3 percent		
=	Total Potential Park & Recreation Reserve	26.80	3.00%
-	Total Existing Active Park & Recreation Land Area	19.67	0.70%
=	Land Available for Additional Reserve	7.13	2.30%

Town of Dover

Conservation, Parkland & Open Space

There are currently 92.56 acres of undeveloped lands held for conservation purposes within the Town of Dover.

Block	Lot	Address	Owner	Facility Name	Total Acres	Constrained Acres	Buildable Acres
2206	45	24 Julia Ter	Town of Dover		0.78	0.78	0.00
817	1.01	White St	Town of Dover		0.86	0.00	0.86
1103	1	Grant St	Town of Dover	Open Space Area 6	0.42	0.10	0.32
1103	2	Grant St	Town of Dover	Open Space Area 6	0.38	0.34	0.04
1103	4	Grant St	Town of Dover	Open Space Area 6	0.22	0.22	0.00
1103	5	Grant St	Town of Dover	Open Space Area 6	0.21	0.21	0.00
1901	10	S Salem St	Town of Dover	Mountain Park	18.60	16.40	2.20
1901	11	South Highland Ave	Town of Dover	Mountain Park	4.11	4.11	0.00
2105	2.01	Oram Dr	Town of Dover	Mountain Park	1.95	1.95	0.00
2105	2.02	Summer Ave	Town of Dover	Mountain Park	5.05	4.81	0.24
2105	29	Curtis St	Town of Dover	Mountain Park	2.82	2.79	0.03
2102	20	109 E Munson Ave	Town of Dover	Mountain Park	14.46	13.87	0.58
202	22		Town of Dover		0.16	0.16	0.00
503	11	Spring St & George St	Town of Dover Water Dept Reservoir	Open Space Area 4	22.09	19.56	2.53
511	1	91 W Blackwell St	Town of Dover	Municipal Open Space	0.58	0.45	0.13
601	2	Princeton Ave	Town of Dover Water Dept	Waterworks Park	10.78	7.97	2.82
503	13	<Null>	<Null>	Open Space Area 4	1.28	1.28	0.00
801	1	Richboynton Rd	Town of Dover	Open Space Area 1	0.80	0.80	0.00
701	1	Richboynton Rd	Town of Dover	Open Space Area 2	3.57	3.54	0.03
701	2	Richboynton Rd	Town of Dover	Open Space Area 2	1.21	1.21	0.00
901	4.01	Mt Pleasant Ave	Town of Dover	Municipal Open Space	2.23	2.23	0.00
Total					92.56	82.78	9.78

Town of Dover

In determining the amount of land which may be designated for conservation, parkland and open space, the amount of existing lands are subtracted from 3 percent of Dover Town's total land area. The Town of Dover contains approximately 1,757.92 acres within its borders. The current conservation properties result in 0.36% of the total land area in Dover. The Town of Dover has already exceeded the 3% allowance for conservation lands.

Conservation, Parkland & Open Space Calculations			
	Total Land Area in Dover Town	1,745.21	100.00%
÷	3 percent		
=	Total Potential Conservation, Parkland & Open Space Reserve	52.36	3.00%
-	Total Existing Conservation, Parkland & Open Space Area	92.56	5.30%
=	Land Available for Additional Reserve	-40.20	

Conclusion

After excluding properties by the specified criteria provided in COAH's Second Round Rules, there is one property remaining in Dover Town that is vacant and developable for inclusionary housing. As stated in N.J.A.C. 5:93-4.2(f), the presumptive density for these vacant and developable lands is assumed at eight units per acre in PA1 Metropolitan Planning Area, and the maximum presumptive set-aside is 20 percent. Based on the minimum presumptive density of 8 du/ac, the properties can be developed with a total of five units, resulting in a realistic development potential (RDP) of one unit.

Dover Town's Unmet Affordable Housing Need is the pre-credited affordable housing obligation minus credits of affordable units. Dover Town is still required to provide a development strategy that would meet its Unmet Affordable Housing Needs.

Appendix

Vacant Land Inventory List

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
102	7	198 Park Heights Ave	Laganella, Nicholas A II	R-1	0.41	0.41	0.00	Steep Slopes	Environmentally Constrained
102	8	194 Park Heights Ave	Laganella, Nicholas A II	R-1	0.43	0.43	0.00	Steep Slopes	Environmentally Constrained
102	9	190 Park Heights Ave	Laganella, Nicholas A II	R-1	0.39	0.39	0.00	Steep Slopes	Environmentally Constrained
202	5	Park Heights Ave	Town of Dover	R-1	3.75	3.75	0.00	Wetlands, C1, SFHA, Steep Slopes	Environmentally Constrained
301	1	W Blackwell St	400 Main Street Associates LLC	R-2	0.07	0.00	0.07		Undersized
317	27	Princeton Ave	Debos Edric L & Hidemi	R-2	0.11	0.11	0.00	C1	Environmentally Constrained
317	39	100 Princeton Ave	Town of Dover	R-3	4.03	4.00	0.03	Wetlands, C1, SFHA, Steep Slopes	Environmentally Constrained
403	5	Edgewood Ter	Pennella Carmen A & Helen	R-1	0.63	0.40	0.24	Steep Slopes	Potential Infill
405	5	Ann St	Levine Fmly Tr/Seymour & Pearl Truste	R-1	0.28	0.00	0.28		Potential Infill
407	20	220 Ann St	The Nicholas Partnership	R-1	0.84	0.19	0.65	Steep Slopes	Developable
504	1	Taylor Pl	Two Elder Corporation	R-2	0.17	0.17	0.00	Steep Slopes	Environmentally Constrained
504	2	Taylor Pl	Two Elder Corporation	R-2	0.79	0.79	0.00	Steep Slopes	Environmentally Constrained
505	1	W Blackwell St	Two Elder Corporation	R-2	0.27	0.27	0.00	Wetlands, C1, Steep Slopes	Environmentally Constrained
505	2	W Blackwell St	Two Elder Corporation	R-2	0.64	0.64	0.00	Wetlands, C1, Steep Slopes	Environmentally Constrained
505	3	W Blackwell St	Town of Dover	R-2	0.21	0.21	0.00	C1, Steep Slopes	Environmentally Constrained
505	4	W Blackwell St	Town of Dover	R-2	0.20	0.20	0.00	C1, Steep Slopes	Environmentally Constrained
505	5	W Elliott St	Town of Dover	R-2	0.18	0.18	0.00	C1, Steep Slopes	Environmentally Constrained
505	9	W Elliott St	Town of Dover	R-2	0.16	0.16	0.00	C1, Steep Slopes	Environmentally Constrained
505	10	W Blackwell St	Speedex Reality	R-2	0.21	0.17	0.05	C1, Steep Slopes	Environmentally Constrained
506	10	14 Ann St	Town of Dover	R-2	0.18	0.11	0.07	Steep Slopes	Undersized/Environmentally Constrained
506	11	Ann St	Town of Dover	R-2	0.14	0.13	0.01	Steep Slopes	Environmentally Constrained
508	9	Elizabeth St	Pilco Victor T & Maria T	R-2	0.11	0.10	0.00	Steep Slopes	Environmentally Constrained

Town of Dover

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
512	7	Elliott St	Soto , Julio	R-3	0.09	0.00	0.09		Undersized/Environmentally Constrained
512	9	96 W Blackwell St	Lasso Albert & Rose	R-3	0.07	0.00	0.07		Undersized/Environmentally Constrained
514	14		Habitat For Humanity	R-3	0.28	0.00	0.28		Approved Subdivision
605	1	Richboynton Rd	Unknown Owner	IND	0.13	0.13	0.00	C1	Environmentally Constrained
704	38	Davis Ave	Eller Outdoor Advertising-United Dv	R-2	0.33	0.00	0.33		Narrow Lot
706	1	Center St	Poolas, Frank & Sandra Lee	R-2	0.12	0.00	0.12		Undersized
712	18	Parker St	Town of Dover	R-4	0.05	0.00	0.05		Undersized
712	19	Parker St	Town of Dover	R-4	0.06	0.00	0.06		Undersized
803	1	Richboynton Rd	Dover Tubular Alloys Inc	IND	0.64	0.33	0.31	Wetlands, C1, SFHA	Narrow Lot
806	4	Edison St	Du Jack, Andrew Vincent Etals	R-2	0.18	0.17	0.01	Wetlands, C1	Environmentally Constrained
809	5	W Clinton St	Barrese, Richard	R-2	0.11	0.00	0.11		Approved, Under Construction
901	1.06			RAD	7.23	6.25	0.98	Wetlands, C1	Approved, Under Construction
1012	2	240 Penn Ave	Johnson Timothy D & Suzanne	R-2	0.10	0.00	0.10		Undersized
1101	33.02	163 Thompson Ave	Unknown Owner	R-3	0.08	0.08	0.00	Steep Slopes	Environmentally Constrained
1102	34	Grant St	Town of Dover	R-2	0.15	0.15	0.00	Steep Slopes	Environmentally Constrained
1102	39.01	Grant St	Town of Dover	R-2	0.15	0.14	0.01	Steep Slopes	Environmentally Constrained
1102	39.02	Grant St	Town of Dover	R-2	0.15	0.06	0.09	Steep Slopes	Environmentally Constrained
1103	9	Grant St	Town of Dover	R-3	0.37	0.37	0.00	Steep Slopes	Environmentally Constrained
1111	19.01	33 William St	Huntington National Bank	R-3	0.16	0.00	0.16		Potential Infill
1210	9	E Blackwell St	Johnson, George W	C-1	0.04	0.04	0.00	C1	Environmentally Constrained
1214	1.01	Monmouth Ave	Unkown Owner	IND	0.10	0.10	0.00	Steep Slopes	Environmentally Constrained
1320	3	Richards Ave	Unknown Owner	R-3A	0.01	0.01	0.00	SFHA	Undersized/Environmentally Constrained
1325	2	E Clinton St	Sacks Paint & Wallpaper Inc	C-1	0.05	0.05	0.00	SFHA	Undersized/Environmentally Constrained
1403	16	N Sussex St	Brownwood Realty Co Inc	R-3	0.51	0.00	0.51		Potential Infill
1407	3	Losey St	El Primer Paso Ltd.	R-3	0.05	0.00	0.05		Undersized/Environmentally Constrained
1408	15	Losey St	P A L % Lovas Esq	R-3	0.19	0.00	0.19		Undersized / Narrow Lot
1408	19	Mt Hope Ave	Town of Dover	R-3	0.13	0.05	0.08	Steep Slopes	Environmentally Constrained

Town of Dover

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
1408	22	Mt Hope Ave	Jacobson Frances R % Wm J Grogan	R-3	0.29	0.04	0.25	Steep Slopes	Potential Infill
1419	17	Searing St	Danley Phyllis J	R-3	0.10	0.00	0.10		Undersized
1701	16	W Chrystal St	Town of Dover Vacant Land	R-2	0.10	0.06	0.03	Steep Slopes	Undersized/Environmentally Constrained
1702	21	W Chrystal St	Rosica Rocco A & Anna D	R-2	0.13	0.05	0.07	Steep Slopes	Environmentally Constrained
1702	30.01	Sixth St	Motyka, Paul/Anna	R-2	0.11	0.01	0.10	Steep Slopes	Environmentally Constrained
1704	27	193 S Morris St	Unknown Owner	R-2	0.01	0.01	0.00	Steep Slopes	Undersized/Environmentally Constrained
1705	16	W Munson Ave	Hooper Robert M & Janet	R-2	0.10	0.00	0.10		Undersized
1706	4	W Chrystal St	Town of Dover	R-2	0.12	0.00	0.12		Undersized
1706	17	W Munson Ave	Town of Dover	R-2	0.13	0.00	0.13		Potential Infill
1706	22	W Munson Ave	Town of Dover	R-2	0.06	0.00	0.06		Undersized
1706	24	W Munson Ave	Town of Dover	R-2	0.05	0.00	0.05		Undersized
1707	31	Millbrook Ave	Town of Dover	R-2	2.88	2.01	0.87	Steep Slopes	Environmentally Constrained
1708	1	86 Millbrook Ave	Poccia Antonio Jr	R-2	0.07	0.07	0.00	Steep Slopes	Environmentally Constrained
1708	4	Wayside Ave	Stephens, Robert H/James H	R-2	0.33	0.12	0.21	Steep Slopes	Potential Infill
1708	5	Millbrook Ave	Town of Dover	R-2	0.57	0.57	0.00	Steep Slopes	Environmentally Constrained
1708	7.01	Cottage St	Statkiewicz % Jean Slobodzian	R-2	0.19	0.19	0.00	Steep Slopes	Environmentally Constrained
1708	9.01	Millbrook Ave	Town of Dover	R-2	0.16	0.05	0.11	Steep Slopes	Undersized/Environmentally Constrained
1708	14	S Morris St	Hartman Elizabeth J	R-2	0.11	0.02	0.09	Steep Slopes	Environmentally Constrained
1708	18	S Morris St	Unknown Owner	R-2	0.04	0.00	0.04		Undersized/Environmentally Constrained
1806	11.01	11 Hillcrest Ave	Shuler, Ursula Wienhofer-	R-2	0.13	0.00	0.13		Potential Infill
1808	11	New St	Lyczkowski Michael & Eugenia	R-2	0.14	0.05	0.09	Steep Slopes	Environmentally Constrained
1901	7	Park Ave	Brock Oliver D & Flavia	R-2	1.05	1.05	0.00	Steep Slopes	Environmentally Constrained
1901	8	Park Ave	Town of Dover	IND	0.85	0.73	0.12	Steep Slopes	Environmentally Constrained
1901	19	Park Ave	Fornini Frances T	R-2	0.11	0.11	0.00	Steep Slopes	Environmentally Constrained
1901	27	Park Ave	Gonzalez/Nieves, Rupert/Ivette Y	R-2	0.19	0.19	0.00	Steep Slopes	Environmentally Constrained
1901	29	102 Park Ave	Town of Dover	R-2	0.26	0.26	0.00	Steep Slopes	Environmentally Constrained
1901	30	104 Park Ave	Town of Dover	R-2	0.23	0.23	0.00	Steep Slopes	Environmentally Constrained
1901	31	Park Ave	Town of Dover	R-2	0.23	0.23	0.00	Steep Slopes	Environmentally Constrained
1901	32	Park Ave	Town of Dover	R-2	0.21	0.21	0.00	Steep Slopes	Environmentally Constrained





Town of Dover

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
1901	33	110 Park Ave	Town of Dover	R-2	0.20	0.20	0.00	Steep Slopes	Environmentally Constrained
1901	34	112 Park Ave	Town of Dover	R-2	0.19	0.19	0.00	Steep Slopes	Environmentally Constrained
1901	35	114 Park Ave	Town of Dover	R-2	0.16	0.16	0.00	Steep Slopes	Environmentally Constrained
2003	1	Cooper St	Magna Properties % Carl Mazzie	R-2	0.66	0.66	0.00	Wetlands	Environmentally Constrained
2003	2		Unknown	R-2	0.03	0.02	0.01	Wetlands	Undersized/Environmentally Constrained
2009	1	Jackson Ave	Fegely Carol A & Walter R	R-3	0.19	0.19	0.00	SFHA	Environmentally Constrained
2009	11	10 Jackson Ave	Charilas Dimitrios & Isabelle	R-3	0.12	0.00	0.12		Undersized
2022	8	Richards Ave	Scinto, Michael M&Anthony&Rosita	R-3A	0.08	0.08	0.00	SFHA	Environmentally Constrained
2101	1	52 Boonton St	Berg Vivian E & Raymond R	R-2	0.59	0.59	0.00	Steep Slopes	Environmentally Constrained
2101	2	48 Boonton St	Berg Vivian E & Raymond R	R-2	0.23	0.23	0.00	Steep Slopes	Environmentally Constrained
2103	17	E Munson Ave	Unknown Owner	R-2	0.04	0.02	0.02	Steep Slopes	Undersized/Environmentally Constrained
2105	30	Bart Pl	Unknown Owner	R-1S	0.11	0.11	0.00	Wetlands, C1, Steep Slopes	Undersized/Environmentally Constrained
2105	31	Curtis St	Town of Dover	R-2	0.10	0.10	0.00	C1, Steep Slopes	Undersized/Environmentally Constrained
2107	24	Bart Pl	Unknown Owner	R-2	0.18	0.18	0.00	C1	Undersized/Environmentally Constrained
2109	29	Elena Pl	Unknown Owner	R-2	0.45	0.45	0.00	C1	Undersized/Environmentally Constrained
2201	1	E Blackwell St	Unknown Owner	IND	0.86	0.86	0.00	Wetlands, C1, SFHA	Undersized/Environmentally Constrained
2202	15	E Blackwell St	Perez,Ariel & Lorenzo,Hector	R-3	0.20	0.20	0.00	Wetlands, C1, SFHA	Environmentally Constrained
2202	18		MARULANDA, CARLOS	R-3	0.23	0.23	0.00	Wetlands, C1, SFHA	Environmentally Constrained
2202	24	E Blackwell St	C & C Salvage Inc	R-3	0.14	0.14	0.00	Wetlands, C1, SFHA	Environmentally Constrained
2205	1	Harding Ave	Morris Habitat For Humanity Inc	R-2	0.13	0.02	0.11	C1	Approved, Under Construction
2205	2	39 Harding Ave	Morris Habitat For Humanity Inc	R-2	0.12	0.00	0.12		Approved, Under Construction
2205	3	Harding Ave	Chaplin Homes, Inc	R-2	0.12	0.00	0.12		Approved, Under Construction
2205	17	S Salem St	Morris Habitat For Humanity Inc	R-2	0.14	0.00	0.14	C1	Approved, Under Construction
2206	1	S Salem St	Town of Dover	R-2	0.24	0.14	0.10	Steep Slopes	Environmentally Constrained
2211	1			IND	0.02	0.02	0.00	Wetlands, SFHA	Environmentally Constrained
2211	2			IND	0.06	0.06	0.00	Wetlands	Environmentally Constrained
2212	15			R-2	0.07	0.07	0.00	Wetlands, C1	Environmentally Constrained

Town of Dover

Block	Lot	Address	Owner	Zoning	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments
2212	16			R-2	0.01	0.01	0.00	Wetlands, C1	Environmentally Constrained
2213	20	Elena Pl	Unknown Owner	R-2	0.05	0.05	0.00	C1	Undersized/Environmentally Constrained
2213	21	S Salem St	Unknown Owner	R-2	0.06	0.06	0.00	C1	Undersized/Environmentally Constrained
2313	10	Lee Ave	Dom Con Realty	IND	0.23	0.22	0.00	SFHA	Environmentally Constrained
2314	6	Sammis Ave	Town of Dover	R-3A	0.12	0.00	0.12		Undersized
Total					41.87	33.27	8.60		

LEGEND

-  Special Flood Hazard Area
-  Wetlands w/ 50 Foot Buffer
-  C1 Water w/ 300 Foot Buffer
-  Steep Slopes (15% or Greater)

ENVIRONMENTAL CONSTRAINTS

TOWN OF DOVER

MORRIS COUNTY
NEW JERSEY



0 500 1,000 1,500 2,000
Feet

1 inch = 1,250 feet

This map was developed using NJDEP and County GIS digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.



November 2015

\\HOFAS1\Survey\GIS\PROJECTS\Private\2015\1500223\G151110\Drawn_Dover_Constraints.mxd



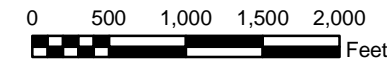
LEGEND

-  Environmental Constraints
- Land Use**
-  Commercial
-  Industrial
-  Residential
-  Apartment
-  Common Area
-  Vacant
-  Preserved Open Space
-  Public Land (Vacant)
-  Public Facility
-  Hospital
-  School
-  Church
-  Cemetery
-  Exempt
-  Easement/Right-of-Way

**EXISTING
LAND USE**

**TOWN
OF
DOVER**

MORRIS COUNTY
NEW JERSEY



1 inch = 1,250 feet


This map was developed using NJDEP and County GIS digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.



November 2015




\\HOFAS1\Survey\GIS\PROJECTS\Private\2015\1500223\G\151110\dnb_Dover_LandUse.mxd

LEGEND



 Environmental Constraints

Vacant Lands

Developable

-  Developable
-  Potential Infill
-  Approved Development

Not Developable

-  Undersized or Inaccessible
-  Environmentally Constrained

VACANT LANDS

TOWN OF DOVER

MORRIS COUNTY
NEW JERSEY



0 500 1,000 1,500 2,000
Feet

1 inch = 1,250 feet

This map was developed using NJDEP and County GIS digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.



November 2015

\\HOFAS1\Survey\GIS\PROJECTS\Private\2015\15002223\G151110\dnb_Dover_VacantLands.mxd

4. TOWN OF DOVER SPENDING PLAN

DRAFT SPENDING PLAN

Town of Dover
Morris County, New Jersey

March 17, 2016



Town of Dover

1) INTRODUCTION

The Town of Dover, Morris County is in the processing of preparing a new Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the March 10, 2015 Supreme Court Order. A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the Town on November 7, 2005, which was subsequently approved by the Council on Affordable Housing (COAH) on December 7, 2005. The ordinance establishes the Town of Dover's affordable housing trust fund for which this spending plan is prepared.

2) REVENUES FOR CERTIFICATION PERIOD

As of March 15, 2016, the Town of Dover has collected 133,425.18 and expended \$26,212.20, resulting in a balance of \$107,212.98. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Provident Bank for the purposes of affordable housing. The Town also maintains a separate account for the revolving funds from NJ Small Cities grants for rehabilitation which has a balance of \$181,941.93 as of March 15, 2016. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of third round substantive certification, the Town of Dover considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

- No future payments anticipated.

Town of Dover

(c) Other funding sources:

Funds from other sources, including, but 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.

- Dover anticipates an average of \$100,000 per year in funding from the NJ Small Cities Grants for rehabilitation based on historic trends
- Repayment of rehabilitation loans is anticipated at an average of \$28,000 per year based on historic trends

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate of 0.4%.

The Town of Dover projects a total of \$1,378,843 in revenue to be collected between March 16, 2016 and December 31, 2025. This projected amount, when added to the Town of Dover's trust fund balance as of March 15, 2016 and NJ Small Cities grants, results in an anticipated total revenue of \$1,667,998.31 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

Projected Revenues – Affordable Housing Trust Fund												
Source of Funds	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
(a) Development fees ¹		\$9,335	\$9,335	\$9,335	\$9,335	\$9,335	\$9,335	\$9,335	\$9,335	\$9,335	\$9,335	\$93,350
(b) Payments in Lieu of Construction												\$0
(c) NJ Small Cities Grant		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000
Loan Repayment ²		\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$280,000
(d) Interest		\$549	\$549	\$549	\$549	\$549	\$549	\$549	\$549	\$549	\$549	\$5,493
Total		\$137,884	\$137,884	\$137,884	\$137,884	\$137,884	\$137,884	\$137,884	\$137,884	\$137,884	\$137,884	\$1,378,843

1 - Projected Residential Development fees are estimated based on historic development fees collected from 2007 through 2015.

2 - Projected Loan Repayment funds are estimated based on historic loan repayments from 2000 through 2015.

3) ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Town of Dover:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Town of Dover's development fee ordinance for both residential and non-residential developments in accordance with COAH's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

The Administration forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution. The release of the funds requires the adoption of the governing body resolution in accordance with the Court-approved spending plan. 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.

4) DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

Rehabilitation and new construction programs and projects

The Town of Dover will dedicate \$1,550,000 to rehabilitation. The Town also intends to dedicate \$22,500 towards a Habitat for Humanity project.

Rehabilitation program: \$1,550,000

New construction project(s): \$22,500

Affordability Assistance (N.J.A.C. 5:93-8.16)

Municipalities are required to spend a minimum of 30% of development fee revenue to render existing affordable units more affordable and one-third of that amount must be dedicated to very low-income households (i.e. households earning less than 30% of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in the CTM system based on actual revenues.

Town of Dover

According to the chart below, the Town of Dover is required to dedicate \$69,224.57 from the affordable housing trust fund to render units more affordable, including \$23,074.86 to render units more affordable to households earning 30% or less of median income by region, as follows:

- The Town will dedicate the required funding to programs such as closing cost down-payment assistance, security deposit assistance, low interest loans, rental assistance, homeowner associate fee subsidy, special assessment fee assistance, assistance with emergency repairs, solar panel installations, energy efficient heating/cooling systems, conversion of a low-income unit to a very-low income unit, etc.

AFFORDABILITY ASSISTANCE CALCULATION		
Actual development fees through 3/15/2016		\$132,966.78
Actual interest earned through 3/15/2016	+	\$458.40
Development fees projected 2015-2025	+	\$93,350.00
Interest projected 2015-2025	+	\$5,493.40
Less housing activity expenditures through 3/15/2016	-	\$0.00
Total	=	\$232,268.58
Calculate 30 percent	x .30 =	\$69,680.57
Less Affordability assistance expenditures through 3/15/2016	-	\$0.00
Projected Minimum Affordability Assistance Requirement 3/16/2016 through 12/31/2025	=	\$69,680.57
Projected Minimum Very Low-Income Affordability Assistance Requirement 3/16/2016 through 12/31/2025	÷ 3 =	\$23,226.86

Town of Dover

Administrative Expenses (N.J.A.C. 5:93-8.16)

Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs up to a 20% limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the CTM system based on actual revenues.

ADMINISTRATIVE EXPENSE CALCULATION		
Actual dev fees and interest thru 3/15/2016		\$133,425.18
Projected dev fees and interest 2016 thru 2025	+	\$98,843.40
Payments-in-lieu of construction and other deposits thru 3/15/2016	+	\$0.00
Less RCA expenditures thru 3/15/2016	-	\$0.00
Total	=	\$232,268.58
Calculate 20 percent	x .20 =	\$46,453.72
Less admin expenditures thru 3/15/2016	-	\$26,212.20
Projected Maximum available for administrative expenses 3/16/2016 thru 12/31/2025	=	\$20,241.52

The Town of Dover projects that \$20,017.52 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20% cap, are as follows:

- Town Attorney, Engineer and Planner fees related to obtaining substantive certification as well as consulting fees related to the administration and implementation of the Town's affordable housing program(s).
- Salaries and benefits for municipal employees for administration and implementation of the housing plan and program(s)

Town of Dover

5) EXPENDITURE SCHEDULE

The Town of Dover intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units.

Projects/ Programs	Number of Units Projected	Projected Expenditure Schedule 2015 -2025											
		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
Rehabilitation	62		\$200,000	\$200,000	\$200,000	\$150,000	\$150,000	\$125,000	\$125,000	\$125,000	\$125,000	\$150,000	\$1,550,000
Habitat for Humanity	1		\$22,500										\$22,500
Affordability Assistance:													
Low & Moderate			\$4,646	\$4,646	\$4,646	\$4,646	\$4,646	\$4,646	\$4,646	\$4,646	\$4,646	\$4,646	\$69,690
Very Low Income			\$2,323	\$2,323	\$2,323	\$2,323	\$2,323	\$2,323	\$2,323	\$2,323	\$2,323	\$2,323	
Administration			\$15,000	\$1,000	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$517	\$20,017
Total		\$0	\$244,469	\$207,969	\$207,469	\$157,469	\$157,469	\$132,469	\$132,469	\$132,469	\$132,469	\$157,486	\$1,662,207

6) BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with the Town of Dover's Affordable Housing Ordinance in accordance with the prevailing State regulations (which has yet to be adopted).

Town of Dover

7) SUMMARY

The Town of Dover intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:93 consistent with the housing programs outlined in the Housing Plan Element dated __, 2015 (*presently being drafted*).

The Town of Dover has a balance of \$289,154.91 as of March 15, 2016, and anticipates an additional \$1,378,843 in revenues through 2025 for a total of \$1,667,998.31. The municipality will dedicate \$1,550,000 towards a rehabilitation program and \$22,500 towards a new construction project. Dover will dedicate at least \$69,680.57 to render units more affordable and at most \$20,241.52 to administrative costs. The municipality will dedicate any excess funds or remaining balance toward a future affordable project.

SPENDING PLAN SUMMARY		
Balance as of March 15, 2016		\$289,154.91
Projected Revenue 2016-2025		
Development fees	+	\$93,350.00
Payments in lieu of construction	+	\$0.00
Other funds	+	\$1,280,000.00
Interest	+	\$5,493.40
TOTAL REVENUE	=	\$1,667,998.31
Projected Expenditures 2016-2025		
Funds used for Rehabilitation	-	\$1,550,000.00
Habitat for Humanity	-	\$22,500.00
Affordability Assistance	-	\$69,690.00
Administration	-	\$20,017.00
Total Projected Expenditures	=	\$1,662,207.00
Remaining Balance	=	\$5,791.31

5. TOWN OF DOVER REHABILITATION PROGRAM

(INCLUDES 5a- 5c)

5a. TOWN RESOLUTION APPROVING CONTRACT
WITH REHABILITATION CONSULTANT



TOWN OF DOVER
MAYOR AND BOARD OF ALDERMEN

RESOLUTION NO. 2012- 163

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER
AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT
FOR ADMINISTRATION OF SMALL CITIES HOUSING REHABILITATION GRANT**

WHEREAS, the Town of Dover has a need to acquire services to administer a Small Cities Housing Rehabilitation Grant as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5

WHEREAS, the services required are specialized and require special expertise in the Federal Government Housing Rehabilitation program, extensive training in grant administration and compliance and require a proven reputation in such field rendering this as an extraordinary unspecifiable service; and

WHEREAS, the Administrator has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, Millennium Strategies, LLC has submitted a proposal dated June 25, 2012 indicating they will provide the services for an amount not to exceed Thirty Thousand Dollars (\$30,000.00) as set forth in its proposal; and


WHEREAS, Millennium Strategies, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Millennium Strategies, LLC has not made any reportable contributions to a political or candidate committee in the Town of Dover in the previous one year, and that the contract will prohibit the Millennium Strategies, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer has certified that there are sufficient funds to make this award;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Aldermen of the Town of Dover authorizes the Mayor and Municipal Clerk to enter into a contract with Millennium Strategies, LLC as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution;

ATTEST:


Margaret J. Verga, Municipal Clerk


James P. Dodd, Mayor

Adopted: 07/10/12

5b. LIST OF DOVER HOUSING UNITS REHABILITATED BY TOWN

Master Rehabilitaion Sheet

2000-PRESENT

revised 7/18/2016

Address	Unit / Apt Number	block	lot	rental / for-sale	income level	final inspection date	funds expended on hard costs	development fees expended	funds recaptured	major system(s) repaired	was unit below code and raised to code?	effective date of affordability controls	perpetual lien	length of affordability controls	date affordability controls removed	reason for removal of controls	creditworthy (COAH USE)
				(select one)	(select one)	(mm/dd/yyyy)	(\$)	(\$)	(\$)	(select one)	(y/n)	(mm/dd/yyyy)	(√)	(years)	(mm/dd/yyyy)	(select one)	(y/n)
D1-00 9 PERRY ST		2022	6		Mod	11/20/2000	\$14,370.00				Yes		Yes				
D9-01					Low	6/1/2001	\$10,625.00				Yes		Yes				
D8-01 43 CENTRAL AVE		614	13		Low	11/1/2001	\$30,102.00		\$30,102.00		Yes		Yes				
D7-01					Mod	12/1/2001	\$18,820.00				Yes		Yes				
D6-01					Low	12/1/2001	\$18,292.00				Yes		Yes				
D5-01					Low	12/1/2001	\$22,440.00				Yes		Yes				
D4-01					Low	11/1/2001	\$17,635.00				Yes		Yes				
D3-01					Mod	12/1/2001	\$38,665.00				Yes		Yes				
D2-01					Low	12/1/2001	\$15,380.00				Yes		Yes				
D1-01					Mod	9/1/2001	\$3,700.00				Yes		Yes				
D1-00					Mod	11/20/2000	\$14,370.00				Yes		Yes				
D2-00					Mod	7/28/2000	\$20,348.00				Yes		Yes				
D3-00					Low	11/21/2001	\$62,370.00				Yes		Yes				
D1-02					Mod	4/1/2002	\$19,450.00				Yes		Yes				
D2-02 57 PASSAIC ST		1315	6		Low	6/1/2002	\$50,790.00		\$50,790.00		Yes		Yes				
D3-02					Low	7/1/2002	\$5,500.00				Yes		Yes				
D4-02					Low		\$33,389.00				Yes		Yes				
D5-02 98 JAMES ST		708			Mod	4/1/2002	\$14,135.00		\$14,135.00		Yes		Yes				
D6-02					Mod	5/1/2002	\$21,616.00				Yes		Yes				
D7-02					Mod	7/1/2002	\$21,130.00				Yes		Yes				
D10-02					Low	1/2/2002	\$11,745.00				Yes		Yes				
D8-02					Mod	9/1/2002	\$28,775.00				Yes		Yes				
D9-02					Mod	9/1/2002	\$20,805.00				Yes		Yes				
D1-02					Mod	6/1/2002	\$19,450.00				Yes		Yes				
D2-02					Low	4/1/2002	\$50,790.00				Yes		Yes				
D5-02					Mod	5/1/2002	\$14,135.00				Yes		Yes				
D6-02					Mod	7/1/2002	\$21,616.00				Yes		Yes				
D7-02					Mod	9/1/2002	\$21,130.00				Yes		Yes				
D8-02					Mod	9/1/2002	\$28,775.00				Yes		Yes				
D11-02 43 CENTRAL		614	13				\$30,102.00				Yes		Yes				
D9-02					Mod	1/2/2002	\$20,805.00				Yes		Yes				
D1-03					Low	7/1/2003	\$11,780.00				Yes		Yes				
D2-03					Mod	9/1/2003	\$14,913.00				Yes		Yes				
D4-03					Low	6/1/2003	\$29,531.00				Yes		Yes				
D5-03					Low	1/1/2004	\$14,840.00				Yes		Yes				
D6-03					Low	1/1/2004	\$28,840.00				Yes		Yes				
D7-03					Low	1/1/2004	\$16,875.00				Yes		Yes				
D8-03					Mod	2/1/2004	\$13,650.00				Yes		Yes				
D9-03					Mod	12/1/2003	\$14,404.00				Yes		Yes				
D1-04					Low	7/1/2004	\$11,519.00				Yes		Yes				
D2-04					Low	7/1/2004	\$5,875.00				Yes		Yes				
D3-04					Low	11/23/2004	\$3,700.00				Yes		Yes				
D4-04					Low	11/19/2004	\$8,870.00				Yes		Yes				
D1-04					Low	8/26/2004	\$11,519.00			Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				
D2-04					Low	10/9/2004	\$5,875.00			Roof	Yes		Yes				
D3-04 43 CURTIS		1712	6		Low	10/8/2004	\$3,700.00		\$3,700.00		Yes		Yes				

D4-04					Mod	6/3/2004	\$8,870.00				Yes		Yes				
D5-04					Low	11/29/2004	\$3,700.00				Yes		Yes				
115 PROSPECT ST		514	4			7/28/2000	\$20,348.00		\$20,348.00		Yes		Yes				
80 BELMONT AVE		1318	20			11/21/2000	\$62,370.00				Yes		Yes				
74 RICHARDS AVE		1332	3				\$50,530.00		\$50,530.00		Yes		Yes				
63 SAMMIS AVE		2311	14				\$0.00				Yes		Yes				
25 RANDOLPH AVE		509	5				\$18,465.00		\$18,465.00		Yes		Yes				
15 KENSINGTON AVE		1813	7				\$22,986.00		\$22,986.00		Yes		Yes				
15 MILLBROOK		1707	23				\$21,207.00				Yes		Yes				
108 ELIZABETH ST		508	4				\$20,391.00				Yes		Yes				
D5-04					Low	12/1/2004	\$3,700.00				Yes		Yes				
D1-05 70 PROSPECT ST		1101	54		Low	4/22/2005	\$21,965.00				Yes		Yes				
D2-05 203-205 PROSPECT ST		2028	1		Low	1/28/2005	\$18,290.00				Yes		Yes				
D3-05 69 PENN		1812	19		Low	11/1/2005	\$18,290.00				Yes		Yes				
D4-05 17 ORAM		2207	3		Mod	7/15/2005	\$21,930.00				Yes		Yes				
D5-05 48 SIMMS ST		2313	4		Mod	8/15/2005	\$15,245.00				Yes		Yes				
D6-05 22 ORCHARD ST		1803	9		Mod	1/6/2006	\$38,881.00				Yes		Yes				
D7-05					Mod						Yes		Yes				
D8-05 15 MILLBROOK		1707	23		Mod	1/21/2006					Yes		Yes				
D9-05					Mod						Yes		Yes				
D10-05 108 ELIZABETH		508	4		Low		\$20,391.00				Yes		Yes				
D3-05 69 PENN AVE		1812	19				\$10,945.00		\$10,945.00		Yes		Yes				
D11-05 29 THIRD ST		1702	63				\$5,500.00				Yes		Yes				
D12-05 75 ELIZABETH ST		507	20				\$19,007.00				Yes		Yes				
D13-06 52 CENTRAL AVE		609	7				\$50,800.00				Yes		Yes				
D14-06 159 MT HOPE AVE		1408	36		Low	9/29/2006	\$42,238.00	0.00	\$0.00	Roof	Yes		Yes				
D18A-06 95 BERRY ST		2016	27				\$24,965.00				Yes		Yes				
D16-06 45 LINCOLN AVE		1305	9				\$32,048.00				Yes		Yes				
D14-06 159 MT HOPE AVE		1408	36		Low	9/29/2006	\$42,238.00	0.00			Yes		Yes				
D15-06 27 KYLE DRIVE		2207	11				\$10,100.00		\$10,100.00		Yes		Yes				
D17-06 54 EDGEWOOD TERR		403	1				\$11,787.00				Yes		Yes				
D19-07 46 BELMONT AVE		2029	8				\$56,305.00				Yes		Yes				
D20-07 21 LOSEY ST		1408	16				\$33,145.00				Yes		Yes				
D23-07 21 RUTAN DR		2315	21				\$10,421.00		\$10,421.00		Yes		Yes				
D22-07 34 MASE AVE		1318	28				\$32,135.00				Yes		Yes				
D24-07 20 SANFORD ST		1310	4				\$22,600.00				Yes		Yes				
D25-07 54 KNICKERBOCKER AVE		1005	4				\$18,215.00				Yes		Yes				
D22-07							\$2,460.00				Yes		Yes				
D20-07							\$6,219.00				Yes		Yes				
133 BERRY ST		2016	16		Low		\$18,725.00				Yes		Yes				
138 MT HOPE		1411	8		Low	1/1/2004	\$10,251.00				Yes		Yes				
52 AUDREY PL		1008	25		Low	1/1/2004	\$20,449.00		\$20,449.00		Yes		Yes				
3 E FAIRVIEW		1405	3			1/1/2004	\$22,750.00		\$22,750.00		Yes		Yes				
277-279 E BLACKWELL		2316	7			1/1/2004	\$16,990.00		\$16,990.00		Yes		Yes				
6-8 N SALEM	6	2316	3			1/1/2004	\$32,710.00		\$32,710.00		Yes		Yes				
155 RICHARDS AVE		2029	24			1/1/2004	\$25,530.00		\$25,530.00		Yes		Yes				
32 MASE AVE		1318	29			1/1/2004	\$7,280.00		\$7,280.00		Yes		Yes				
32 LIBERTY ST		1103	29		Low	1/1/2004	\$23,000.00				Yes		Yes				
133 BERRY ST		2016	16		Low	1/1/2004	\$10,765.00				Yes		Yes				
D9-03 189 W CRYSTAL		1701	17		Low	1/1/2004	\$22,484.00				Yes		Yes				
2 BYRAM AVE	C02	1810	8		Low	1/1/2004	\$836.00				Yes		Yes				
32 RUTGERS AVE		309	1		Mod	1/1/2004	\$16,875.00				Yes		Yes				
36 GRANT ST		1102	29		Low	1/1/2004	\$30,340.00				Yes		Yes				
80A E BLACKWELL ST		1213	3		Low	1/1/2004	\$900.00		\$900.00		Yes		Yes				
54 BELMONT		2029	7		Low	1/1/2004	\$21,400.00		\$21,400.00		Yes		Yes				
25 PASSIAC		1330	4			1/1/2004	\$8,781.00		\$8,781.00		Yes		Yes				

31 GRANT ST		1103	15		Low	1/1/2004	\$13,285.00		\$13,285.00		Yes		Yes				
D26-08 90 E BLACKWELL ST	90B	1213	3		Low	10/21/2008	\$20,450.00	0.00	\$0.00	Heating	Yes		Yes				
D31-08 63 AUDREY PLACE		1102	5		Low	8/27/2008	\$4,125.00	0.00	\$0.00	Roof	Yes		Yes				
D30-08 84 E MUNSON AVE		2102	25		Low	12/3/2008	\$27,675.00	0.00	\$0.00	Roof	Yes		Yes				
D34-08 15 S HIGHLAND		1807	17		Mod	7/22/2009	\$14,025.00	0.00	\$0.00	Sanitary/Septic/Sewer Hookup	Yes		Yes				
D32-08 53 SEARING ST		1424	8		Low	5/22/2009	\$19,975.00	0.00	\$0.00	Roof	Yes		Yes				
7 LINWOOD AVE		409	9		Low	5/1/2009	\$17,157.00	0.00	\$0.00	Heating	Yes		Yes				
87 GARRISON AVE		816	5		Low	6/10/2009	\$17,905.00	0.00	\$0.00	Heating	Yes		Yes				
22 PARK HEIGHTS AVE		209	19		Low	4/29/2009	\$24,997.00	0.00	\$0.00	Roof	Yes		Yes				
84 E MUNSON AVE		2102	25		Low	12/3/2008	\$2,725.00	0.00	\$0.00	Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				
79 PENN AVE		1812	1		Mod	7/17/2009	\$17,733.00	0.00	\$0.00	Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				
108 W CHRYSTAL ST		1705	25		Low	12/12/2008	\$15,233.00	0.00	\$0.00	Electrical	Yes		Yes				
D39-09 54 KEARNEY		1701	4		Low	11/18/2009	\$10,860.00	0.00	\$10,860.00	Electrical	Yes		Yes				
D49-09 9 W COOPER		2001	6		Low	8/12/2010	\$21,075.00	0.00	\$0.00	Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				
D46-09 63 AUDREY PL		1102	5		Low	1/26/2010	\$12,415.00	0.00	\$0.00		Yes		Yes				
D50-09 57 ELIZABETH		507	18		Mod	4/28/2010	\$24,185.00	0.00	\$0.00	Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				
D48-09 128 PRINCETON		317	2901		Mod	6/8/2010	\$24,445.00	0.00	\$0.00	Electrical	Yes		Yes				
D47-09 67 LINWOOD AVE		403	22		Low	12/23/2009	\$26,495.00	0.00	\$0.00	Roof	Yes		Yes				
D40-09 52 PRINCETON		317	11		Mod	12/23/2009	\$28,830.00	0.00	\$0.00	Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				
D44-09 14 BROOK DR		2110	5		Mod	11/5/2009	\$11,500.00	0.00	\$0.00	Roof	Yes		Yes				
D56-10 32 AUDREY PLACE		1008	20		Low	10/8/2010	\$19,473.00	0.00	\$0.00	Roof	Yes		Yes				
D58-10 17 WINTHROP		1010	15		Low	9/10/2010	\$25,986.00	0.00	\$0.00	Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				
D62-10 34 PARKER ST		607	7		Low	11/15/2011	\$21,878.00	0.00	\$0.00	Electrical	Yes		Yes				
D70-10 12 AUDREY		1008	15		Low	1/10/2012	\$24,677.00	0.00	\$0.00		Yes		Yes				
D61-10 130 W CHRYSTAL		1705	19		Low	1/6/2012	\$26,326.00	0.00	\$0.00	Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				
D68-10 33 BOWBLY		809	7		Low	1/12/2012	\$10,544.00	0.00	\$0.00		Yes		Yes				
D61-10 133 BERRY ST		2016	16		Low	6/8/2011	\$3,280.00	0.00	\$0.00		Yes		Yes				
D60-10 40 KENNSINGTON		1020	1		Low	6/10/2011	\$25,477.00	0.00	\$0.00	Roof	Yes		Yes				
D63-10 101 ELIZABETH		507	23		Low	1/13/2012	\$35,763.00	0.00	\$0.00	Heating	Yes		Yes				
D57-10 133 BERRY ST		2016	16		Low	1/21/2011	\$37,659.00	0.00	\$0.00		Yes		Yes				
D72-11 60 ANN ST		507	13		Low	3/14/2012	\$36,023.90	0.00	\$0.00	Heating	No		Yes				
2012-2, 304 RICHARDS AVE		2315	19		Low	5/12/2014	\$14,256.00	0.00	\$0.00	Roof	Yes		Yes				
2012-4, 68 RICHARDS AVE		1332	1		Low	5/12/2014	\$26,421.00	0.00	\$0.00	Roof	Yes		Yes				
2012-5, 82A BELMONT AVE		1318	18		Low	11/8/2013	\$34,673.00	0.00	\$0.00	Roof	Yes		Yes				
2012-11, 137 MADISON ST		1020	18		Low	5/12/2014	\$25,650.00	0.00	\$0.00	Roof	Yes		Yes				
2012-13, 127 NORTH SUSSEX ST		1301	2		Mod	3/7/2014	\$27,410.00	0.00	\$0.00	Heating	Yes		Yes				
2012-14, 61 BOONTON ST		1808	12		Mod	3/3/2014	\$16,770.00	0.00	\$0.00	Weatherization (Insulation/Siding/Windows/Door)	Yes		Yes				
2012-20, 23 CONGER ST		2002	1		Low	5/12/2014	\$13,975.00	0.00	\$0.00	Sanitary/Septic/Sewer Hookup	Yes		Yes				
2012-21, 39 MASE AVE		1318	14		Low	5/12/2014	\$23,000.00	0.00	\$0.00	Roof	Yes		Yes				
2012-22, 12 JAMES ST		711	22		Low	10/1/2015	\$29,960.00	0.00	\$0.00	Heating	Yes		Yes				
2012-38, 13 FRED TERR		1008	10		Low		\$0.00	0.00	\$0.00				Yes				
2012-39, 148 BROOK DR		2108	6		Low		\$0.00	0.00	\$0.00				Yes				
EMER, 55 ACADEMY ST		1107	11		Low	10/1/2015	\$23,150.00	0.00	\$0.00	Roof	Yes		Yes				
2012-25, 99 RANDOLPH AVE		508	23		Low		\$0.00	0.00	\$0.00				Yes				
2012-26, 213 PENN AVE		1014	1		Low		\$0.00	0.00	\$0.00				Yes				
2012-27, 57 PARKER ST		1401	9		Low		\$0.00	0.00	\$0.00				Yes				
TOTAL EXPENDATURES							\$2,883,320.90		\$423,457.00								

Signifies Completed under 2012 grant

Signifies current grant, not closed out/in progress

5c. REHABILITATION MANUAL (Copies are available at Town Hall)

**HOUSING REHABILITATION POLICY AND PROCEDURAL
MANUAL FOR SMALL CITIES PROGRAM**

**PREPARED FOR:
TOWN OF DOVER HOUSING PROGRAM IN CONNECTION WITH
SMALL CITIES HOUSING REHABILITATION PROGRAM**

**SUBMITTED TO NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS:
SEPTEMBER 2014**

6. COMMUNITY HOPE 1, 133 BERRY STREET

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Dover Township County: Morris County
Sponsor: Community Hope, Inc. Developer: _____
Block: 2016 Lot: 16 Street Address: 133 Berry Street, Dover
Facility Name: Community Hope, Inc.

Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☒ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☐ Other – Please Specify:

of bedrooms occupied by low-income residents 5

of bedrooms occupied by moderate-income residents 0

Separate bedrooms? Yes ☒ No

Affordability Controls? ☒ Yes No

Length of Controls: 40 years

Effective Date of Controls: 09/30/86

Expiration Date of Controls: 09/30/26

Average Length of Stay: 24 months (transitional facilities only)

The following verification is attached:

- ☒ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Award letter/financing commitment (proposed new construction projects only)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)

Residents 18 yrs or older? ☒ Yes No

Population Served (describe): adults with disabilities

Affirmative Marketing Strategy (check all that apply):

For proposed new construction projects only:

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State – Amount \$
- ☐ Balanced Housing – Amount \$
- ☐ HUD – Amount \$
- ☐ Federal Home Loan Bank – Amount \$
- ☐ Farmers Home Administration – Amount \$
- ☐ Development fees – Amount \$
- ☐ Bank financing – Amount \$
- ☐ Other – Please specify:

Are funding sources sufficient to complete project?
 Yes No

Residents qualify as low or moderate income?

☒ Yes No

☐ CO Date: / /

Indicate licensing agency:

☐ DDD ☒ DMHS ☐ DHSS ☐ DCA

Initial License Date: / /

Current License Date: 02/15/08

Age-restricted? Yes ☒ No

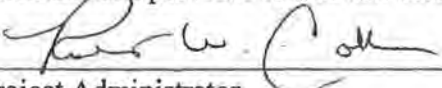
Accessible (in accordance with NJ Barrier Free Subcode)? ☒ Yes No

☒ DDD/DMHS/DHSS/DCA waiting list

☐ Other (please specify): _____

CERTIFICATIONS

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

Certified by:  11.06.08
Project Administrator Date

Certified by: _____
Municipal Housing Officer Date

109144

PREPARED BY:

Carlotta M. Budd
CARLOTTA M. BUDD

PURCHASE MONEY MORTGAGE

MORTGAGE made this 30th day of September, 1986, between the Mortgagor, Project Hope, Inc., 133 Berry Street, Dover, New Jersey and the Mortgagee, the State of New Jersey, Department of Human Services, 13 Roszel Road, Trenton, New Jersey.

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of EIGHTY-ONE THOUSAND DOLLARS, ONE HUNDRED (\$81,100), which indebtedness is evidenced by a promissory note dated September 30, 1986, and by a certain agreement dated September 10, 1986;

THEREFORE to secure the indebtedness of \$81,100 lawful money of the United States, to be paid in accordance with the aforesaid agreement, the Mortgagor does hereby mortgage the following described property located in the Town of Dover, County of Morris, State of New Jersey, and more particularly described in Exhibit A annexed hereto and made a part hereof, the aforesaid property being designated as Block 20-16, Lot 16, on the tax map of said Town of Dover, and having a street address of 133 Berry Street, Dover, New Jersey 07801.

Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of September 10, 1986, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the

Budd
Handwritten Chg.
\$23.00

agreement of September 10, 1986, the Mortgagee may exercise other options as set forth in Section 5.02 of said agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of September 10,, 1986, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so, the whole indebtedness secured and represented by this mortgage and the note accompanying same shall, at the option of the Mortgagee, become immediately due and payable; and also the Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.

IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

Project Hope, Inc.

BY: Carmela Lunt L.S.
Carmela Lunt, President

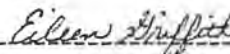
ATTEST:
 Eileen Griffith L.S.
Eileen Griffith, Secretary

State of New Jersey,
County of Morris ss:

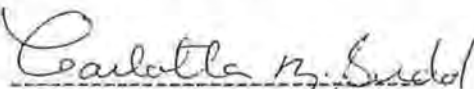
Be it remembered, that on September 30, 1986, before me the subscriber, personally appeared

EILEEN GRIFFITH

who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of PROJECT HOPE, INC., the agency named in the within Instrument; that CARNELA LUNT is the chief executive officer of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness and who hereby acknowledges receiving a true copy of the within instrument.


EILEEN GRIFFITH, Secretary

Sworn to and subscribed before me,
the date aforesaid.


CARLOTTA M. BUDD, Attorney
at Law of New Jersey

RECORD AND RETURN TO:

BUDD AND GARDNER,
P.O. Box 699
Madison, N. J. 07940

Exhibit A

METES AND BOUNDS

BEGINNING at a point on the easterly sideline of Berry Street which point is distant 118.62 feet on a course of South 37 degrees 43 minutes East from a point formed by the intersection of the easterly sideline of Berry Street and the northerly sideline of East McFarlan Street, running thence

- (1) North 52 degrees 17 minutes East 100.00 feet to a point, thence
- (2) North 37 degrees 43 minutes West 60.00 feet to a point, thence
- (3) South 52 degrees 17 minutes West 100.00 feet to a point on the easterly sideline of Berry Street, thence
- (4) Along the said easterly sideline of Berry Street South 37 degrees 43 minutes East 60.00 feet to the point and place of BEGINNING.

BEING the same premises conveyed to Mortgagor by Deed of Daniel Lastra and Jaciantra Lastra, his wife and Fred Lastra and Judith Lastra, his wife, about to be recorded simultaneously with this mortgage in the Morris County Clerk's office.

PURCHASE MONEY MORTGAGE

MORTGAGOR:

Project Hope, Inc.
133 Berry Street
Dover, New Jersey

MORTGAGEE:

State of New Jersey
Department of Human
Services
13 Roszel Rd., Trenton NJ

September 30, 1986

RECORD AND RETURN TO

BUDD AND GARDNER, ESQS.
P.O. Box 699
Madison, New Jersey 07940

RECEIVED

OCT 14 9 52 AM '86

Joseph J. Buel

MORRIS COUNTY CLERK

BOOK 2358 PAGE 745

7. COMMUNITY HOPE 2, 93-94 BERRY STREET

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Dover Township County: Morris County
Sponsor: Community Hope, Inc. Developer: _____
Block: 2016 Lot: 27 Street Address: 93-95 Berry Street, Dover
Facility Name: Community Hope, Inc.

Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS)
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☒ Other – Please Specify: **DMHS Licensed Transitional Housing Apartment**

of bedrooms occupied by low-income residents 6

of bedrooms occupied by moderate-income residents 0

Separate bedrooms? ☒ Yes ☐ No

Affordability Controls? ☒ Yes ☐ No

Length of Controls: 40 years

Effective Date of Controls: 07/24/03

Expiration Date of Controls: 07/24/43

Average Length of Stay: 36 months (transitional facilities only)

The following verification is attached:

- ☒ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Award letter/financing commitment (proposed new construction projects only)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)

Residents 18 yrs or older? ☒ Yes ☐ No

Age-restricted? ☐ Yes ☒ No

Population Served (describe): adults with disabilities

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

For proposed new construction projects only:

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State – Amount \$ _____
- ☐ Balanced Housing – Amount \$ _____
- ☐ HUD – Amount \$ _____
- ☐ Federal Home Loan Bank – Amount \$ _____
- ☐ Farmers Home Administration – Amount \$ _____
- ☐ Development fees – Amount \$ _____
- ☐ Bank financing – Amount \$ _____
- ☐ Other – Please specify: _____

Are funding sources sufficient to complete project?

☐ Yes ☐ No

Residents qualify as low or moderate income?

☒ Yes ☐ No

☐ CO Date: / /

Indicate licensing agency:

☐ DDD ☒ DMHS ☐ DHSS ☐ DCA

Initial License Date: / /

Current License Date: 02/15/08

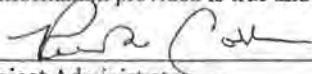
Affirmative Marketing Strategy (check all that apply):

☒ DDD/DMHS/DHSS/DCA waiting list

☐ Other (please specify): _____

CERTIFICATIONS

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

Certified by:  11.06.08
Project Administrator Date

Certified by: _____
Municipal Housing Officer Date

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on April 2, 2001

BETWEEN A & H PARTNERSHIP

whose address is 69 KING STREET, DOVER, NEW JERSEY 07801

referred to as the Seller,

AND COMMUNITY HOPE, INC.

whose address is 1279 Route 46 East, Parsippany, New Jersey 07054

referred to as the Buyer.

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. **PURCHASE AGREEMENT.** The Seller agrees to sell and the Buyer agrees to buy the property described in this Contract.

2. **PROPERTY.** The property to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this Contract. The real property to be sold is commonly known as 93-95 BERRY STREET in the TOWN of DOVER in the County of MORRIS, and State of New Jersey. It is shown on the municipal tax map as Lot 27, in Block 2016.

3. **Purchase Price.** The purchase price is \$250,000.00.

4. **Payment of Purchase Price.** The Buyer will pay the purchase price as follows:

Upon signing of this Contract by all parties	\$	
Amount of County Grant Funds to be obtain from Morris County Home Funds (Paragraph 6)	\$	130,000.00
Amount of mortgage (Paragraph 6)	\$	120,000.00
Balance to be paid at closing of title, in cash or by certified cashier's check or attorney trust account check (subject to adjustment at closing)	\$.00

Deposit Moneys. All deposit money will be held in trust by buyer's attorney, until closing of title, in his IOLTA Trust Account, which is an account that does not provide for the payment of any accrued interest to either the buyer or the seller, but to the IOLTA Fund of the State of New Jersey.

6. **Financing Contingency.** The Buyer agrees to make a good faith effort to obtain a first mortgage loan upon the terms listed below. Buyer shall have a period of sixty (60) days from the date on which the Contract is fully executed within which to obtain a mortgage commitment in the amount of \$120,000.00. In the event the buyer has not obtained a mortgage commitment in the amount of \$120,000.00 within sixty (60) days from the date on which the Contract is fully executed, either party may cancel the Contract upon five days' written notice, unless the parties agree, in writing, to extend the time by which the buyer shall obtain such mortgage commitment.

In addition, the buyer has 45 days from completion of attorney review to obtain a commitment for funding in the amount of \$130,000.00 from the Morris County Home Funds, which process is under way. In the event the buyer has not obtained a commitment from Morris County Home Funds in the amount of \$130,000.00 within 45 days from completion of attorney review, either party may cancel the Contract upon five days' written notice, unless the parties agree, in writing, to extend the time by which buyers shall obtain such commitment.

Type of Mortgage: XX Conventional, FHA, VA, OTHER _____
Amount of Loan: \$120,000.00 Interest Rate: PREVAILING
Length of Mortgage: 30 years with monthly payments based on a 30-year payment schedule.
Points: The Buyer agrees to pay ANY REQUIRED points, for a total of \$
The Seller agrees to pay NO points, for a total of \$

6.A. **APPRAISAL.** The within Contract is contingent upon an acceptable appraisal in an amount not less than \$250,000.00 and subject to approval by either the Morris County Home Funds or by buyer's mortgage lender. The buyer shall have reasonable access to and upon the real property to conduct an appraisal of the property. The appraisal will be completed on or before forty-five (45) days from the date on which the Contract is fully executed. If the appraised value is determined to be an amount less than \$250,000.00, the seller agrees to either accept the appraised amount and reduce the purchase price accordingly, or either party may cancel this Contract. If the contract is canceled, all deposit money will be returned to the buyer, after which neither party shall have any further rights or obligations, each to the other, under the Contract.

7. **Time and Place of Closing.** The closing date cannot be made final at this time. The Buyer and Seller agree to close **WITHIN NINETY DAYS FROM THE DATE ON WHICH THE CONTRACT IS FULLY EXECUTED.** Both parties will make a good faith effort to coordinate a mutually convenient closing date. The closing will be held at the office of purchasers' attorney, PHILLIP F. GUIDONE, ESQ., 385 Route 24, Suite 2G, Chester, New Jersey.

8. **Transfer of Ownership.** At the closing, the Seller will transfer ownership of the property to the Buyer. The Seller will give the Buyer a properly executed Deed and an adequate Affidavit of Title. If the Seller is a corporation, it will also deliver a Corporate Resolution authorizing the sale.

9. **Type of Deed.** A Deed is a written document used to transfer ownership of the property. In this sale, the Seller agrees to provide, and the Buyer agrees to accept, a Deed known as **BARGAIN & SALE, C. v. G.**

10. **Personal Property and Fixtures.** Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are **INCLUDED** in this sale unless they are listed below as being **EXCLUDED**.

(a) The following items, if any, are **INCLUDED** in this sale: (P) *jm*

REFRIGERATOR + STOVE

(b) The following items are **EXCLUDED** from this sale: *AS IS CONDITION* (P)

WASHER/DRYER + DISH WASHER *jm*

11. **Physical condition of the Property.** The Seller does not make any claims or promises about the condition or value of any of the property included in this sale. The Buyer has inspected the property and relies on this inspection and any rights of inspection that may be provided for elsewhere in this Contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear.

12. **Inspection of the Property.** The Seller agrees to permit the Buyer to inspect the property at any reasonable time before the Closing. The Seller will permit access for all inspections provided for in this Contract.

13. **Building and Zoning Laws.** The Buyer intends to use the property as a Two-family home. The Seller states that this use does not violate any applicable zoning ordinance, building code or other law. The Seller will obtain and pay for all inspections required by the law. This includes any municipal "Certificate of Occupancy". If the Seller fails to correct any violations of law, at the seller's own expense, the buyer may cancel this Contract.

14. **Flood Area.** The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this property is in a "flood area", the buyer may cancel this Contract within **FIFTEEN (15)** days from the date on which the Contract is fully executed.

15. **Property Lines.** The seller states that all buildings, driveways, and other improvements on the property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this property.

16. **Ownership.** The seller agrees to transfer and the Buyer agrees to accept ownership of the property free of all claims and rights of others, except for:

- (a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any house or other improvement on the property;
- (b) recorded agreement which limit the use of the property, unless the agreements (1) are presently violated;
- (2) provide that the property would be forfeited if they were violated; or (3) unreasonably limit the normal use of the property; and
- (c) all items included in Schedule A as part of the description of the property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

17. **Correcting Defects.** If the property does not comply with Paragraphs 15 or 16 of this Contract, the Seller will be notified and given 30 days to make it comply. If the property still does not comply after that date, the buyer may cancel this Contract or give the seller more time to comply.

18. **Termite Inspection.** The Buyer is permitted to have the property inspected by a reputable termite inspection company to determine if there is any damage or infestation caused by termites or other wood-destroying

insects. If the Buyer chooses to have this inspection, the inspection must be completed and the seller notified of the results within FIFTEEN (15) business days from the date on which the Contract is fully executed. The Buyer will pay for this inspection. If infestation or damage is found, the seller will be given ten (10) days to agree to exterminate all infestation and repair all damage before the closing. If the seller refuses or fails (within the 10-day period) to agree to exterminate all infestation and repair all damage before the closing, the buyer may cancel this Contract.

19. **Risk of Loss.** The Seller is responsible for any damage to the property, except for normal wear and tear, until the closing. If there is damage, the Buyer can proceed with the closing and either;

(a) require that the seller repair the damage before the closing, or

(b) deduct from the purchase price a fair and reasonable estimate of the cost to repair the property.

In addition, the Buyer may cancel this Contract if the estimated cost of repair is more than \$25,000.00.

20. **Cancellation of Contract.** If this Contract is legally and rightfully canceled, the Buyer can get back the deposit and the parties will be free of liability to each other. However, if the Contract is canceled in accordance with Paragraph 13, 17 or 18 of this Contract, the Seller will pay the Buyer for all title and survey costs, not to exceed the sum of \$650.00.

21. **Assessments for Municipal Improvements.** Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvement. All unpaid charges (assessments) against the property for work completed before the closing will be paid by the seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high). Sellers represent that they have not received notification from the TOWN OF DOVER with respect to any pending or proposed assessment(s).

22. **Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses as of the closing date: TAXES; RENT, SECURITY DEPOSIT. If the property is heated by fuel oil, the buyer will buy the fuel in the tank at the closing date. The price will be the current price at that time as calculated by the supplier. The Buyer or the Seller may require that any person with a claim or right affecting the property be paid off from the proceeds of this Sale.

23. **Possession.** At the closing, the buyer will be given possession of the property. No tenant will have any right to the property, unless otherwise agreed in this Contract.

24. **Complete Agreement.** This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the buyer and the seller. This Contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other Contract to sell the property to anyone else. The Seller's agreement to pay the Broker (if any) is contained on the back of this page.

25. **Parties Liable.** This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

26. **Notices.** All notices under this Contract must be in writing. The notices must be delivered personally, by telefax, or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract, or to that party's attorney.

27. **Home Inspection.** The Buyer may, at the Buyer's expense, have the property inspected by an engineer, builder or home inspector to determine the presence of any material structural defects or environmental contaminants and to determine that all electrical, plumbing, heating, sewer/septic, well and central air conditioning (if applicable) systems are in working order and need no major replacements or repairs. If the Buyer chooses to have the inspection, the inspection must be completed and the Seller notified of the results within FIFTEEN (15) business days from the date on which the Contract is fully executed. If any structural defects or environmental contaminants are found, or if any/all of the aforementioned systems are not in working order or are in need of major replacements or repairs, Seller will be given ten (10) calendar days after receipt of the report to notify the buyer whether or not the seller agrees, at his own cost and expense, to correct the material structural defect, remove the contaminants, put the aforementioned systems in working order and make all needed major replacements or repairs, or the buyer may cancel the Contract. The buyer, however, at its option, may waive the results of the inspection in writing, and this Contract shall become binding.

28. **Radon Inspection.** The buyer may, at the buyer's expense, have the property tested for radon gas by a service which meets current state certification requirements. If such test reveals that the level of radon gas exceeds four picocuries per liter (4.0 pCi/l) or such other governmental standards, the buyer shall provide the seller with a copy of the test results within five (5) days of buyer's receipt of the report. If the Seller is unwilling to undertake all remedial measures necessary to reduce the radon gas levels below the above-stated level, the buyer may terminate the contract and obtain the return of all deposit moneys. The Buyer shall have the test commenced within FIFTEEN (15) business days from the date on which the Contract is fully executed.

29. Seller represents that to the best of seller's knowledge:
- (a) The property does not include any asbestos used in insulation or in any other form;
 - (b) There is no urea-formaldehyde insulation in the property;
 - (c) The property has never been used as a dump site or storage facility for hazardous substances;
 - (d) No environmental hazards have been identified on the property;
 - (e) The property has never been previously tested for radon, or the property has been previously tested for radon and a copy of the results will be provided to buyers hereunder;
 - (f) No part of the land being sold is affected by wetlands or wetland transition areas as defined in the New Jersey Freshwater Wetlands Act; and
 - (g) Seller has not received notification from any Federal, State or local governing body in regard to pending or threatened Superfund or Superlien liability.

30. The sellers represent that, to the best of their knowledge, there are no underground oil/fuel/gas storage tanks or abandoned underground oil/fuel/gas storage tanks on the premises.

31. This Contract is contingent upon verification by the seller that the premises is a legal two-family residential dwelling that is not presently in violation of the zoning ordinances of the Town of Dover and further that it has not received notification of any violation(s) of any municipal ordinances or zoning ordinances. Seller shall furnish the following information with respect to the present tenant:

TENANT	MONTHLY RENT	SECURITY DEPOSIT
<u>UNIT #93</u> PABLO AND LIVIA GRANADOS	\$1020.00 (Month to Month)	\$1,387.50
<u>UNIT #95</u> (UNIT TO BE VACANT AT TIME OF CLOSING) ERMAIN AND ANGELICA VILLA	\$1020.00 (Month to Month)	\$1387.50

Seller represents that the present tenant is current in its payment of monthly rent. If there is a Lease agreement in effect, seller agrees to furnish a copy of the Lease to the buyer's attorney following full execution of the Contract.

32. The parties acknowledge that the premises are located in a flood hazard area. This Contract is contingent upon the buyer's ability to secure appropriate flood hazard insurance, acceptable to the lender. In the event the buyer is unable to secure flood insurance, or if the lender shall not approve the flood insurance, the buyer shall have the right to cancel the Contract. If the Contract is canceled, all deposit money shall be returned to the buyer, after which neither party shall have any further rights or obligations, each to the other, under the Contract.

SIGNED AND AGREED TO BY:

Date Signed:

COMMUNITY HOPE, INC.
BUYER

4.2.01

BY [Signature] (Seal)

(Seal)
BUYER

A & H PARTNERSHIP
SELLER

4/5/01

BY [Signature] (Seal)

(Seal)

STATE OF NEW JERSEY, COUNTY OF

SS:

I certify that on
personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than
one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

=====

CONTRACT FOR SALE OF REAL ESTATE
BETWEEN

DATED:

A & H PARTNERSHIP

SELLER,

AND

COMMUNITY HOPE, INC.

BUYER.

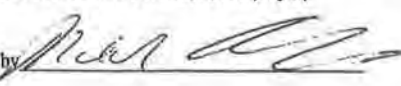
=====

Broker's Commission. The Seller agrees to pay NO REAL ESTATE COMMISSION - NO BROKERS ARE INVOLVED IN THIS SALE ON BEHALF OF EITHER PARTY.

A & H PARTNERSHIP (Seller)

by 

COMMUNITY HOPE, INC. (Buyer)

by 

8. HABITAT FOR HUMANITY, 32 SPRING STREET

125 STD

D

updated June 2007

NJ-21

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

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

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 25 day of July, 2014 by and between

Morris Habitat for Humanity, Inc., a not-for-profit corporation of the State of New Jersey
whose address is 274 South Salem Street, Randolph, NJ 07869, referred to as the Grantor,

and

Mercedes Benjamin, having an address of 3 West Cooper Street, Apt. E, Dover, NJ 07801, referred to as the Grantee

(USED LOC AS MAILING ADDRESS)

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of \$One Hundred, Twenty-Five Thousand Dollars and no cents (\$125,000.00), 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 Dover, County of Morris, State of New Jersey, and described more specifically as Block No. 514, Lot No. 14.04, CO1, and known by the street address:

32 Spring Street
Dover, New Jersey, 07801

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

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 "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, 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 units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Morris Habitat for Humanity, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

OCT 27 2014

11/17/14

updated June 2007

- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent 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. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including 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 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.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.



Signed, sealed and delivered in
the presence of or attested by:

CAROLYN A. HARAKSIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 10, 2015



[seal]
Blair Schleicher Bravo, Executive Director

_____ [seal]

_____ [seal]

_____ [seal]

TITLE INSURANCE COMMITMENT
Issued by Integra Title & Abstract, LLC
AGENT FOR NORTH AMERICAN TITLE INSURANCE COMPANY

Commitment Number: ITA-545

SCHEDULE C

LEGAL DESCRIPTION

Known as and designated as Unit No. 1 situated in Spring Street Habitat Condominium , a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 50% 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 Spring Street Habitat Condominium, dated 1-2-2014, recorded 1-2-2014, in the Office of the Morris Clerk/Register in Deed Book 22478, Page 864, as same may now or hereafter be lawfully amended.

FOR INFORMATION PURPOSES ONLY: BEING known as 32 Spring Street, Tax Lot 14.01, Tax Block 514 on the Official Tax Map of Town of Dover, NJ.



State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (see Instructions, page 2):Name(s) Morris Habitat for HumanityCurrent Resident Address 274 South Salem StreetCity, Town, Post Office Randolph State NJ Zip Code 07869**PROPERTY INFORMATION** (Brief Property Description):Block(s) 514 Lot(s) 14.04 Qualifier C01Street Address 32 Spring StreetCity, Town, Post Office Dover State NJ Zip Code 07801Seller's Percentage of Ownership 100 Consideration \$125,000.00 Closing Date 7/25/2014**SELLER'S ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents):

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

SELLER(S) DECLARATION:

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

Date

7/25/2014

Date

Signature

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

Signature

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

Blair Schleicher Bravo, Executive Director

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 83, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

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

STATE OF NEW JERSEY

SS. County Municipal Code
1409

COUNTY MORRIS

Municipality of Property Location: Dover

FOR RECORDER'S USE ONLY

Consideration \$ 125,000
RTF paid by seller \$ 125.00
Date 7/25/14 By SLC

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

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached)

Deponent, Blair Schleicher-Bravo, being duly sworn according to law upon his/her oath deposes

and says that he/she is the Executive Director of Grantor in a deed dated

(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 514, Lot No. 14.04 C01 located at
32 Spring Street, Dover and annexed thereto.

(Street Address, Town)

(2) CONSIDERATION: \$125,000.00 (Instructions 1 and 5) ☐ no prior mortgage to which property is subject.

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

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:

(Instructions 5A and 7)

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

\$ ÷ % = \$

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

(4) FULL EXEMPTION FROM FEE: (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE: (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (Instruction 9)

- ☐ Grantor(s) 62 years of age or over* ☐ Resident of the State of New Jersey
☐ Owned and occupied by grantor(s) at time of sale ☐ Owners as joint tenants must all qualify
☐ One- or two-family residential premises

B. BLIND PERSON (Instruction 9)

- ☐ Grantor(s) legally blind*
☐ Owned and occupied by grantor(s) at time of sale
☐ One- or two-family residential premises
☐ Resident of the State of New Jersey
☐ Owners as joint tenants must all qualify

* IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

DISABLED PERSON (Instruction 9)

- ☐ Grantor(s) permanently and totally disabled*
☐ Grantor(s) receiving disability payments*
☐ Grantor(s) not gainfully employed*
☐ Owned and occupied by grantor(s) at time of sale
☐ One- or two-family residential premises
☐ Resident of the State of New Jersey
☐ Owners as joint tenants must all qualify

C. LOW AND MODERATE INCOME HOUSING (Instruction 9)

- ☒ Affordable according to HUD standards ☒ Reserved for occupancy
☒ Meets income requirements of region ☒ Subject to resale controls

(6) NEW CONSTRUCTION (Instructions 2, 10 and 12)

- ☐ Entirely new improvement ☐ Not previously occupied
☐ Not previously used for any purpose ☐ "New Construction" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 5, 12 and 14)

- ☐ No prior mortgage assumed or to which property is subject at time of sale
☐ No contributions to capital by either grantor or grantee legal entity
☐ No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 25th day
of July, 2014

Signature of Deponent

274 South Salem Street
Randolph, NJ 07834

Deponent Address

Morris Habitat for Humanity, Inc.

Grantor Name

274 South Salem Street
Randolph, NJ 07834

Grantor Address at Time of Sale

XXX-XX-X 8 0 2

Last 3 digits in Grantor's Soc. Sec. No.

James P. Mullen

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Num. 2014053274 County Morris
Deed Number 22602 Pas 874
Deed Dated 7/25/14 Date Recorded 10/2/14

CAROLYN A. HANSEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 10, 2015

When Section 2A is completed, county recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller to:

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08695-0251, Attention: Realty Transfer Fee Unit

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/pt/localtax.htm.

updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Morris

I am either (check one) a Notary Public or a , an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the day of , 2014 Blair Schleicher Bravo appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$.

Officer's signature: Sign above, and print stamp or type name below

CORPORATE PROOF BY SUBSCRIBING WITNESS

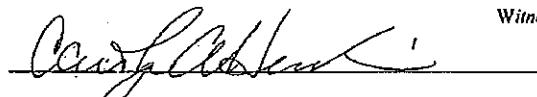
State of New Jersey, County of Morris

I am either (check one) X a Notary Public or a , an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the day of , 2014, Stephanie Buonarota (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:


1. The Witness is an employee of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. Blair Schleicher Bravo, the officer who signed this Deed is the (title) Executive Director of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$.

Sworn and signed before me on the date above written:



CAROLYN A. HARAKSIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 10, 2015


Witness: Stephanie Buonarota



MORRIS COUNTY, NJ
ANN F. GROSSI, COUNTY CLERK
DEED-OR BOOK 22602 PG 874
RECORDED 10/07/2014 12:29:43
FILE NUMBER 2014053274
RCPT #: 9995821 RECD BY: 8Keefe
RECORDING FEES \$90.00
TOTAL TAX \$125.00

Please Record & Return to:
Carolyn Haraksin
Morris Habitat for Humanity
274 South Salem Street, Suite 100
Randolph, NJ 07869

9. HABITAT FOR HUMANITY, 30 SPRING STREET

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

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

**To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt**

THIS DEED is made on this the 25th day of July, 2014 by and between

Morris Habitat for Humanity, Inc., a not-for-profit corporation of the State of New Jersey
whose address is 274 South Salem Street, Randolph, NJ 07869, referred to as the Grantor,

and

Janeth E. Calle, having an address of 57 Hudson Street, Dover, NJ 0780, referred to as the Grantee.

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of \$One Hundred, Twenty-Five Thousand Dollars and no cents (\$125,000.00), 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 Dover, County of Morris, State of New Jersey, and described more specifically as Block No. 514, Lot No. 14.04, CO2, and known by the street address:

30 Spring Street
Dover, New Jersey, 07801

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

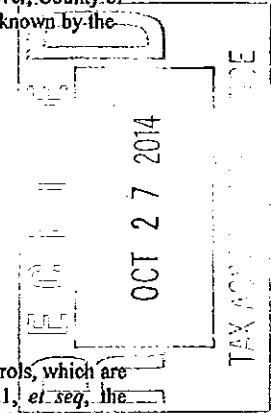
Article 4. Affordable Housing Covenants

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 "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, 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 units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Morris Habitat for Humanity, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

NJ-21



36
11/19/14

- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent 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. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including 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 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.


EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.



Signed, sealed and delivered in
the presence of or attested by:

CAROLYN A. HARAKSIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 10, 2015

 [seal]
Blair Schleicher Bravo, Executive Director

_____ [seal]

_____ [seal]

_____ [seal]

TITLE INSURANCE COMMITMENT

Issued by Integra Title & Abstract, LLC

AGENT FOR NORTH AMERICAN TITLE INSURANCE COMPANY

Commitment Number: ITA-546

SCHEDULE C

LEGAL DESCRIPTION

Known as and designated as Unit No. 2 situated in Spring Street Habitat Condominium, a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 50% 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 Spring Street Habitat Condominium, dated 1-2-2014, recorded 1-2-2014, in the Office of the Morris Clerk/Register in Deed Book 22478, Page 864, as same may now or hereafter be lawfully amended.

FOR INFORMATION PURPOSES ONLY: BEING known as 30 Spring St, Tax Lot 14.02, Tax Block 514 on the Official Tax Map of Town of Dover, NJ.



State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (see Instructions, page 2):Name(s) Morris Habitat for Humanity, Inc.Current Resident Address 274 South Salem StreetCity, Town, Post Office RandolphState NJ

Zip Code

07834**PROPERTY INFORMATION (Brief Property Description):**Block(s) 514Lot(s) 14.04 CO2

Qualifier _____

Street Address 30 Spring StreetCity, Town, Post Office DoverState NJ

Zip Code

07801

Seller's Percentage of Ownership

100Consideration \$125,000.00

Closing Date _____

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

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

SELLER(S) DECLARATION:

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

7/25/14

Date

Blair Schleicher-Bravo,

Executive Director

Date

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

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

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

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

STATE OF NEW JERSEY

COUNTY MORRIS

SS.

County Municipal Code
1409

FOR RECORDER'S USE ONLY

Consideration \$ 125,000
RTF paid by seller \$ 125.00
Date 10/7/14 By SK

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

Municipality of Property Location: Dover

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached)

Deponent, Blair Schfelcher-Bravo, being duly sworn according to law upon his/her oath deposes

and says that he/she is the Executive Director of Grantor in a deed dated

(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 514, Lot No. 14.04 CO2 located at 30 Spring Street, Dover and annexed thereto.

(Street Address, Town)

(2) CONSIDERATION: \$125,000.00 (Instructions 1 and 5) ☐ no prior mortgage to which property is subject.

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

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:
(Instructions 5A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
\$ ÷ % = \$

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

(4) FULL EXEMPTION FROM FEE: (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail:

(6) PARTIAL EXEMPTION FROM FEE: (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (Instruction 9)

- ☐ Grantor(s) 62 years of age or over* ☐ Resident of the State of New Jersey
☐ Owned and occupied by grantor(s) at time of sale ☐ Owners as joint tenants must all qualify
☐ One- or two-family residential premises

B. BLIND PERSON (Instruction 9)

- ☐ Grantor(s) legally blind* ☐ Grantor(s) permanently and totally disabled*
☐ Owned and occupied by grantor(s) at time of sale ☐ Grantor(s) receiving disability payments*
☐ One- or two-family residential premises ☐ Grantor(s) not gainfully employed*
☐ Resident of the State of New Jersey ☐ Owned and occupied by grantor(s) at time of sale
☐ Owners as joint tenants must all qualify ☐ One- or two-family residential premises

* IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY. ☐ Resident of the State of New Jersey
☐ Owners as joint tenants must all qualify

C. LOW AND MODERATE INCOME HOUSING (Instruction 9)

- ☒ Affordable according to HUD standards ☒ Reserved for occupancy
☒ Meets income requirements of region ☒ Subject to resale controls

(6) NEW CONSTRUCTION (Instructions 2, 10 and 12)

- ☐ Entirely new improvement ☐ Not previously occupied
☐ Not previously used for any purpose ☐ "New Construction" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 5, 12 and 14)

- ☐ No prior mortgage assumed or to which property is subject at time of sale
☐ No contributions to capital by either grantor or grantee legal entity
☐ No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 25th day
of July, 2014

Signature of Deponent

274 South Salem Street
Randolph, NJ 07834

Deponent Address

Morris Habitat for Humanity, Inc.

Grantor Name

274 South Salem Street
Randolph, NJ 07834

Grantor Address at Time of Sale

Notary Public

XXX-XX-X 8 0 2

Last 3 digits in Grantor's Soc. Sec. No.

James P. Mullen

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number 2014053273 County Morris
Deed Number Book 32602 Page 862
Deed Dated 7/25/14 Date Recorded 10/21/14

When section 8A is completed, county recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller to:

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08646-0251, Attention: Realty Transfer Fee Unit

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/pt/localtax.htm.

updated June 2007

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Morris

I am either (check one) a Notary Public or a , an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the day of , 2014 Blair Schleicher Bravo appeared before me in person. (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement). I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$.

Officer's signature: Sign above, and print stamp or type name below

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of Morris

I am either (check one) X a Notary Public or a , an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the 25th day of JULY, 2014, Stephanie Buonarota (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

1. The Witness is the Director of Volunteer Services of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. Blair Schleicher Bravo, the officer who signed this Deed is the (title) Executive Director of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$.

Sworn and signed before me on the date above written:

Carolyn A. Harksin
Notary Public

Stephanie Buonarota
Witness: Stephanie Buonarota


CAROLYN A. HARKSIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 10, 2015

R+R
CAROLYN HARKSIN
MORRIS HABITAT FOR HUMANITY
274 SOUTH SALEM STREET
RANDOLPH, NEW JERSEY 07869



MORRIS COUNTY, NJ
ANN F. GROSSI, COUNTY CLERK
DEED-OR BOOK 22602 PG 868
RECORDED 10/07/2014 12:29:43
FILE NUMBER 2014053273
RCPT #: 999582f RECD BY: Skeefe
RECORDING FEES \$90.00
TOTAL TAX \$125.00

10. HABITAT FOR HUMANITY, 114 BAKER STREET

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

Douglas R. Henshaw, Esq.



DEED

This Deed is made on December 13, 2005

BETWEEN

Housing Authority of the County of Morris
a duly organized Housing Authority created pursuant
to the provisions of N.J.S.A. 40:A:12A-1, et seq.

whose post office address is: **99 Ketch Road, Morristown, New Jersey 07960**

referred to as the Grantor,

AND

Elise Ostrowski, single

whose post office address is: **about to be 114 Baker Street, Dover, New Jersey 07801**

referred to as the Grantee.

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

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (call the "Property") described below to the Grantee. This transfer is made for the sum of Eighty Thousand Dollars and 00/100 (\$80,000.00). The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of the Town of Dover
Block No. 712 Lot 8 Qualifier No.
Account No. _____

☐ (Check Box if Applicable.)
No property tax identification number is available on the date of this Deed.

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Town of Dover, County of Morris and State of New Jersey. The legal description is:

☒ (Check Box if Applicable.) Please see attached Legal Description annexed hereto and made a part hereof as Schedule A

Being the same premises conveyed to Grantors by Deed from Secretary of Housing and Urban Development of Washington D.C., dated April 4, 2005, and recorded in the Office of the Clerk of Morris County on April 13, 2005, in Deed Book 6308 at Page 291.

First American Title Insurance Company

SCHEDULE C

LEGAL DESCRIPTION

File No.: MAX05-1383F

ALL that certain lot, parcel or tract of land, situate and lying in the Town of Dover, County of Morris, State of New Jersey, and being more particularly described as follows:

Metes and bounds description to be provided upon receipt of a survey, ordered, not yet received.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 8 in Block 712 on the Town of Dover Tax Map.

JOAN BRAMHALL - MORRIS COUNTY CLERK
DATE 01 05 2006 TIME 01 52 PM PAGES 24
CONSIDERATION 80,000. 00 \$
145.00 COFE COUNTY FEES
125.00 STPG STATE PAGE FEE
270.00 TOTAL RECORDING FEES
.00 TOTAL TRANSFER TAX FEES
JH-PD CK 4030

DB06525P092

Subject to easements, restrictions, covenants of record, state and municipal regulations and ordinances and such state of facts as an accurate survey may disclose

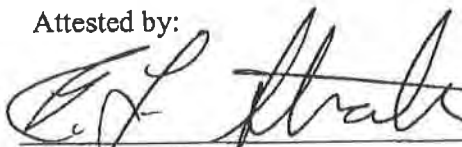
The Owner's right, title and interest in this property and the use, sale and resale of this property are subject to the terms, conditions, restrictions limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is attached hereto as Schedule B and which is on file in the Office of the Clerk of Morris County and is also on file with the Housing Authority of the County of Morris.

The street address of the Property is: **114 Baker Street, Dover, New Jersey**

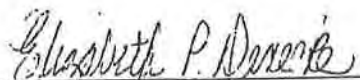
4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property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

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Attested by:


Roberta L. Strater, Secretary

Housing Authority of the County of Morris

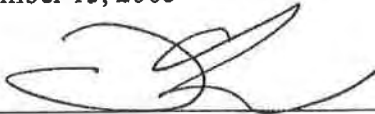
By:  (Seal)
Elizabeth P. Denecke,
Chairman of Board of Commissioners

STATE OF NEW JERSEY, COUNTY OF MORRIS : SS

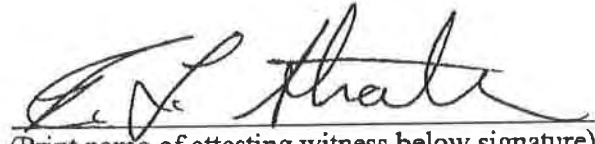
I CERTIFY that on December 13, 2005, Roberta L. Strater personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of Housing Authority of the County of Morris the entity named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper officer who is Chairman of the Housing Authority of the County of Morris;
- (c) this Deed was signed and delivered by the Housing Authority of the County of Morris as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;
- (d) this person knows the proper seal of the Housing Authority of the County of Morris which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$80,000.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on
December 13, 2005



Douglas R. Henshaw
Attorney at Law of the State of New Jersey



(Print name of attesting witness below signature)

Roberta L. Strater, Secretary

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Housing Authority of the County of Morris

Current Resident Address:

Street: 99 Ketch Road

City, Town, Post Office

State

Zip Code

MorristownNJ07960**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

Lot(s)

Qualifier

7128

Street Address:

114 Baker Street

City, Town, Post Office

State

Zip Code

DoverNJ07801

Seller's Percentage of Ownership

Consideration

Closing Date

100%\$80,000.00December, 2005**SELLER ASSURANCES (Check the Appropriate Box)**

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

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

December 13, 2005

Date

December 13, 2005

Date

Elizabeth P. Denecke, Chairman
of Housing Authority of the County of Morris (Seller)

Signature

Roberta L. Strater, Secretary
(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

SS.

COUNTY OF Morris

FOR RECORDER'S USE ONLY

Consideration	\$	
RTF paid by seller	\$	
Date	By	

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

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

Deponent, Douglas R. Henshaw, being duly sworn according to law upon his/her oath, deposes and
(Name)says that he/she is the Legal Representative in a deed dated December 15, 2005 transferring

(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

real property identified as Block number 712 Lot number 8 located at114 Baker Street, Town of Dover, County of Morris and annexed thereto.

(Street Address, Municipality, County)

(2) CONSIDERATION \$ 80,000.00 (See Instructions #1 and #5 on reverse side)

(3) FULL EXEMPTION FROM FEE (See Instruction #6 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Housing Authority of the County of Morris is an instrumentality of the County of Morris

(4) PARTIAL EXEMPTION FROM FEE (See Instruction #7 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over. (See Instruction #7 on reverse side for A or B)
- B. ☐ **BLIND PERSON** Grantor(s) ☐ legally blind or.
- ☐ **DISABLED PERSON** Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed*
- Senior citizens, blind or disabled persons must also meet all of the following criteria.
- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of the State of New Jersey.
- ☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (See Instruction #7 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
- ☐ Meets income requirements of region. ☐ Subject to resale controls.

(5) **NEW CONSTRUCTION** (See Instructions #8 and #10 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me
this 11 day of December
2005.

Signature of Deponent

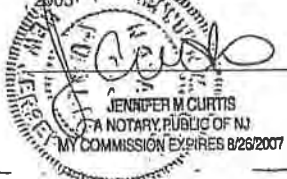
Housing Authority of the County of Morris

Grantor Name

99 Ketch Road, Morristown, NJ 07960

100 Southgate Parkway,
Morristown, NJ 07962
Deponent Address

Grantor Address at Time of Sale

Porzio, Bromberg & Newman, P.C.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form, as required by law.
This form may not be altered or amended without the approval of the Director.

992450

For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at
www.state.nj.us/treasury/taxation/lpt/localtax.htm.

D806525P096

AFFORDABLE HOUSING AGREEMENT

Containing Deed Restrictions

A Declaration of Covenants, Conditions and Restrictions

Pursuant to the transfer of ownership of an affordable housing unit for the price of \$80,000.00, this AGREEMENT is entered into on this 21ST day of DECEMBER, 2005 between **Morris County Affordable Housing Corporation**, owner of the property known as Lot 8, Block 712, DANA, NJ, hereafter "OWNER" and **Housing Authority of the County of Morris**, hereafter "AUTHORITY", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in **Section II PROPERTY DESCRIPTION** for a period of at least 30 years beginning on DECEMBER 21, 2005 and ending at the first non-exempt transfer of title after 30 years.

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit remain affordable to low and moderate income eligible households for that period of time described in **Section III TERM OF RESTRICTION**.

NOW, THEREFORE, it is the intent of this Agreement to insure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into the Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"**Affordable Housing**" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by and authorized income guideline for geographic region and family size.

"**Agreement**" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"**Assessments**" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"**Authority**" shall mean the administrative organization for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing

Agreement. The Authority shall exercise the rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree or divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Purchase Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority at a non-exempt transfer of title to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by the Authority.

TITLE INSURANCE COMMITMENT
Issued by Title Masters, LLC
AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File #: TM14-11165

SCHEDULE A
AMENDED LEGAL DESCRIPTION
TRACT I

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Town of Dover, in the County of Morris, State of NJ:

Known and designated as Proposed Lot 1.01 in Block 22-05 as set forth on a certain map entitled, "Final Plat for Harding Avenue Subdivision, Lot 1, Block 2205, Town of Dover, Morris County, N.J." situated in the Town of Dover, County of Morris, State of NJ, which map was filed in the Morris County Clerk's Office on December 23, 2013 as Map Book 8, Page 42.

BEGINNING at a concrete monument to be set at an angle point in the westerly line of Harding Avenue (50' R.O.W.), said point being the northeasterly corner of Proposed Lot 1.01 and Lot 2, Block 2205 as shown on Filed Map Book 8, Page 42 and point lying North 17 degrees 18 minutes 00 seconds West, a distance of 365.00 feet from the intersection of said westerly line of Harding Avenue and the northerly line of Wilson Street (50' R.O.W.) and running; thence

(1) Leaving said westerly line of Harding Avenue, along the line dividing of Proposed Lot 1.01 and Lot 2, Block 2205, South 56 degrees 00 minutes 41 seconds West, a distance of 104.40 feet to a point in the line dividing Proposed Lot 1.01 and Lot 15, Block 2205; THENCE

(2) Along the dividing line of Proposed Lot 1.01 and Lots 15, 16 and Proposed Lot 1.02, Block 2205, North 17 degrees 18 minutes 00 seconds West, a distance of 75.36 feet to a point in the southerly line of Harding Avenue; THENCE

(3) Along the southerly line of Harding Avenue, on a curve to the left having a radius of 45.00 feet, a length of 25.60 feet, a chord bearing of North 59 degrees 08 minutes 03 seconds East, a chord distance of 25.26 feet and an included angle of 32 degrees 35 minutes 42 seconds to a concrete monument to be set at a point of reverse curvature; THENCE

(4) Still along said southerly line of Harding Avenue, on a curve to the right having a radius of 15.00 feet, a length of 18.41 feet, a chord bearing of North 78 degrees 00 minutes 06 seconds East, a chord distance of 17.28 feet and an included angle of 70 degrees 19 minutes 49 seconds to a concrete monument to be set at a point of tangency; THENCE

(5) Still along said southerly line of Harding Avenue, South 66 degrees 50 minutes 00 seconds East, a distance of 76.56 feet to the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Stewart Surveying & Engineering, LLC, Alfred A. Stewart, Jr., P.E., P.L.S., dated August 18, 2014.

FOR INFORMATION PURPOSES ONLY:

Premises: Harding Avenue, Town of Dover
Morris County, NJ 07801 Block: 2205 Part of Lot: 1 (base lot)

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Authority.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Authority.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sale of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the Index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the Authority for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the Authority as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the Authority of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the Index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block: 712 Lot: 8

County: Morris 3 # of Bedrooms:

Complete Street Address: 114 BAKER AVENUE, DOVER, NJ 07801

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A; or
2. The date upon which the event set forth in **Section IX FORECLOSURE** herein shall occur.

C. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the Authority in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income-Eligible Households.

C. An Owner wishing to enter a transaction that will terminate controls as specified heretofore in **Section III TERM OF RESTRICTION** shall be obligated to provide a Notice of Intent to Sell to the Authority. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the Authority for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the Owner.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the Owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the

Index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Lien for a period of up to thirty (30) years.

2. Alternately, the owner may also elect to sell to any purchaser at fair market Price. In this event, the Owner shall be obligated to pay the Authority 95% of the Price Differential generated at the time of closing and transfer of title of the Affordable Housing unit after restrictions have ended as specified heretofore in **Section III TERM OF RESTRICTION**.
3. If the Owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell the option to buy shall be restored to the Authority and subsequently to the Agency or a Non-Profit approved by the Authority. The Owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The Affordable Housing unit shall be sold in accordance with this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in **Section II PROPERTY DESCRIPTION** of the Agreement and an ending date to be imposed on the unit as described in **Section III TERM OF RESTRICTION** of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the owner and Authority wherein the unit is located at the time of closing and transfer of title to any purchaser of an Affordable Housing Unit. The Repayment Mortgage shall provide for the repayment of 95% of the Price Differential at the first non-exempt transfer of title after the ending date of restrictions as specified in **Section III TERM OF RESTRICTION**. The Repayment Mortgage shall be recorded with the records office of the County in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchases of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale and resale of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the **AFFORDABLE HOUSING AGREEMENT** which is on file in the Office of the Clerk of Morris County and is also on file with the Authority."

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of the Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

- A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate income household without prior written approval from the Authority.
- B. All home improvements made to an Affordable Housing Units shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alterations from the Authority to qualify for this recalculation.
- C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.
- D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.
- E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property, Owners shall not execute any purchase agreements, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.
- F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.
- G. If the Authority does not refer an eligible household within sixty (60) days of the Notice of Intent to Sell the unit or not Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority written certification as an eligible sales transaction.
- H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was initially restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air

conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Authority, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the Purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at Resale.

- I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.
- J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.
- K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Authority, for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exemption Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of title transfer.
- L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Authority, for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver if no Certified Household has executed an agreement to purchase within ninety (90) of notification of an approved resale price and referral of potential purchaser. Prior to issuing a Hardship Waiver, the Authority shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Authority may transfer this option to any Agency, or a qualified non-profit organization as determined by the Authority. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of the Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of the Agreement.

In the event of a Foreclosure sale by the First Purchase Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the

defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the first Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the Authority wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at a negotiated price not to exceed the maximum Resale sales price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by the Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises and specific performances.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial Speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the Address of the property stated in **Section II PROPERTY DESCRIPTION** hereof.

To the Authority:

At the address of the property stated below:
Morris County Housing Authority
99 Ketch Road
Morristown, NJ 07960

Or such other address that the Authority or Owner may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in Opposition to, the provision hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable So that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments

and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNERS CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

A. The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in **Section III, Paragraph C, TERM OF RESTRICTION**. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

XIX. ACKNOWLEDGEMENT

A. Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated:

By: Elise Ostrowski
Signature (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)
)ss
COUNTY OF MORRIS)

BE IT REMEMBERED, that on this 21 day of Dec, 2005, 19__ before me, the subscriber, Elise Ostrowski personally appeared _____ who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner(Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,
the date aforesaid.

Margaret P. Miller

Margaret P. Miller
An Attorney at Law
for the State of NJ

DB06525P107

REPAYMENT OF MORTGAGE NOTE

DECEMBER 21, 2015

MORRIS, New Jersey

FOR VALUE RECEIVED ELISE OSTROWSKI (referred to as the "Borrower") promises to pay to Morris County Housing Authority (referred to as the "Authority") the amounts specified in this Note and promises to abide by the terms contained below.

REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in the Note, the Borrower is giving the Authority a Repayment Mortgage, dated DECEMBER 21, 2015. The Repayment Mortgage covers real estate (the "Property") owned by the Borrower, the legal description of such real estate being contained in the Repayment Mortgage. This mortgage is subordinate to the first mortgage executed contemporaneously herewith or any subsequent financing.

BORROWER'S PROMISE TO PAY AND OTHER TERMS

1. The Property is subject to terms, restrictions and conditions that prohibit its sale at a fair market price for an established period of time. Within the restricted period, starting with the date the Borrower obtains title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds a maximum allowable resale price established by the Authority.
 - a. All proceeds received during the restricted period in excess of the restricted amount shall be paid to the Authority.
 - b. At the first non-exempt sale of the Property after restrictions have ended, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period of resale (the "Price Differential") to the Authority.
2. The amount due and payable to the authority shall be calculated as follows:

FAIR MARKET PRICE less MAXIMUM ALLOWABLE RESALE PRICE

equals

PRICE DIFFENTIAL

BORROWER'S PROCEEDS

equals

**MAXIMUM ALLOWABLE RESALE PRICE plus 5% OF PRICE
DIFFERENTIAL**

AMOUNT OF NOTE

equals

FAIR MARKET PRICE less BORROWER'S PROCEEDS

WAIVER OF FORMAL ACTS

The Borrower waives its right to require the Authority 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).

RESPONSIBILITY UNDER NOTE

All Borrowers signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Authority may enforce this Note against any one or more of the Borrowers together.

SIGNATURES

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

WITNESSED

maeyun
Signature

12-21-05

Date

Elise Chowski
Signature (Borrower)

Signature (Co-Borrower)

REPAYMENT MORTGAGE
Containing Deed Restrictions

MORTGAGE IS SUBORDINATE TO A FIRST PURCHASE MONEY
MORTGAGE OR REFINANCING

Prepared by: James L. Muller

This Mortgage made on December 21, 2015 between ELISE OSTROWSKI
Referred to as "Borrower") and Morris County Housing Authority (referred to as the
"Authority").

REPAYMENT MORTGAGE NOTE

In consideration of value received by the Borrower in connection with the Property
(described below) purchased by the Borrower, the Borrower has signed a note dated
December 21, 2015. The Borrower promises to pay the amounts due under the Note and to
abide by all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the
performance of all promises under the Note. The Borrower mortgages the real estate
owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the Town of Dover
County of Morris and State of New Jersey, specifically described as follows:
Street Address: 114 PARKER AVENUE
City: DOVER Zip: 07801 Block No: 712 Lot No: 8
Also more particularly described as:

Together with:

1. All Buildings and other improvements that now or will be located on the Property.
2. All fixtures, equipment and personal property that now or will be attached to or used
with the land, buildings and improvements of or on the Property.
3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWER'S ACKNOWLEDGMENTS

1. The Borrower acknowledges and understands that:
 - a) The Property which is subject to this Mortgage has been designated as
housing which must remain affordable to low and moderate income
households for at least thirty years; and
 - b) To ensure that such housing, including this Property, remains affordable to
low and moderate income households during the restricted period, and
Affordable Housing Agreement has been executed by the Borrower that
constitutes covenants running with the land with respect to the Property and

the Authority has adopted procedures and restrictions governing the resale of the Property; and

- c) The Authority to which the Property is mortgaged has been designated to administer the procedures and restrictions governing such housing.
2. The Borrower also acknowledges and understands that the Property has been purchased at a restricted sales price that is less than the fair market value of the Property.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:
 - a) Within the restricted period starting with the date the Borrower obtained title to the Property, the Borrower shall not sell or transfer title to the property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.
 - b) At the first non-exempt transfer of the title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period to the Authority.
2. The Borrower warrants title to the premises. This means the Borrower owns the Property and will defend its ownership against all claims.
3. The Borrower shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Authority to inspect the Property upon reasonable notice.
5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

CONTROLS ON AFFORDABILITY

The procedures and restrictions governing resale of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedures in calculating the maximum allowable resale price, the method of repayment described in item 1(b) of the section entitled "Borrowers Promises", and the definition of a "restricted sale" for purposes of determining when the Affordability Controls are applicable and the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

The Borrower, by mortgaging the Property to the Authority, gives the Authority those rights stated in this Mortgage, all rights the law gives to lenders who hold mortgages, and also all rights the law gives to the Authority under the Affordability Controls. The rights given to the Authority and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Borrowers and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note and Mortgage, the Authority will cancel this Mortgage at its expense.

DEFAULT

The Authority may declare the Borrower in default on the Note and this Mortgage if:

- 1) The Borrower fails to comply with the provisions of the Affordable Housing Agreement;
- 2) The Borrower fails to make any payment required by the Note and this Mortgage;
- 3) The Borrower fails to keep any other promises made in this Mortgage;
- 4) The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
- 5) The holder of any lien on the Property starts foreclosure proceedings; or
- 6) Bankruptcy, insolvency or receivership are started by or against any of the Borrowers.

AUTHORITY'S RIGHTS UPON DEFAULT

If the Authority declares that the Note and this Mortgage are in default, the Authority shall have, subject to the right of the First Mortgagee, all rights given by law or set forth in this Mortgage.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

The Authority may exercise any right under this Mortgage or under any law, even if the Authority has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Authority does not waive its right to declare the Borrower is in default by making payments or incurring expense on behalf of the Borrower.

This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Authority may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage executed contemporaneously herewith or any subsequent refinancing.

This Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Authority.

The Borrower agrees to the terms of this Mortgage by signing below.

Borrower acknowledges receipt of a true copy of this mortgage at no charge.

ATTEST: Mace

By: Elise Thowski
Signature (Borrower)

Signature (Co-Borrower)

[illegible]

BE IT REMEMBERED, that on this 21 day of Dec, 2005, 19__ before me, the subscriber Elise Ostromp Miller personally appeared Elise Ostromp Miller who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Borrower (Co-Borrower) named in the within instrument; that is the Repayment Mortgage for the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me
The date aforesaid.

Margaret P. Miller
Margaret P. Miller
An Attorney at Law
for the State of ND

11. HABITAT FOR HUMANITY, 263 ANN STREET

DM

updated June 2007

RFR

Margaret P. Miller
Attorney at Law
441 Route 202

Towaco, New Jersey 07082

Prepared by:

James P. Mullen

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

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

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this 24th day of November 2010 by and between

Morris Habitat for Humanity, Inc., having an address of 102 Iron Mountain Road, Suite H, Mine Hill,
New Jersey, 07803 (Grantor) and

Elizabeth Villareal having an address of 31-03 Clyde Potts Drive, Morristown, New Jersey 07960
(Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Fifty Thousand Dollars
(\$ 150,000.00), 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

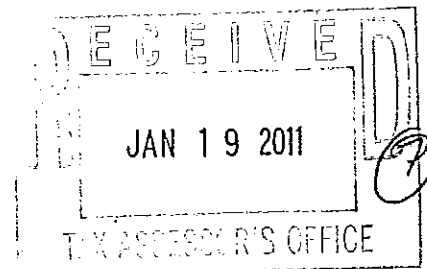
The Property consists of all of the land, and improvements thereon, that is located in the municipality of
Dover, County of Morris, State of New Jersey, and described more specifically as Block No. 403 Lot No.
12 , and known by the street address:

263 Ann Street

Dover, NJ 07801

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.



Article 4. Affordable Housing Covenants

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 "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, 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 units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by Morris Habitat for Humanity, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

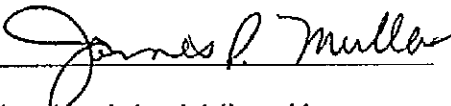
Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent 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. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including 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 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.

EXECUTION BY GRANTOR

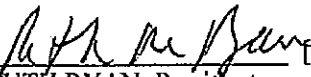
Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.



Signed, sealed and delivered in
the presence of or attested by:

JAMES P. MULLEN, ESQ.
ATTORNEY AT LAW
STATE OF NEW JERSEY

MORRIS HABITAT FOR HUMANITY, INC.

By:  [seal]
RUTH RYAN, President

By:  [seal]
ELIZABETH EVERETT, Secretary

_____ [seal]

_____ [seal]

updated June 2007

CORPORATE PROOF BY SUBSCRIBING WITNESS

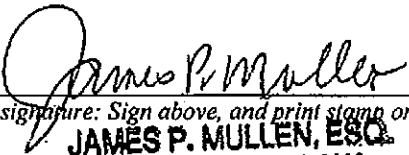
State of New Jersey, County of Morris

I am either (check one) ☐ a Notary Public or ☒ a Attorney At Law, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the 29th day of November, 2010, ELIZABETH EVERETT (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:


1. The Witness is the secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. Ruth Ryan, the officer who signed this Deed is the (title) President of the Corporation (hereinafter the "Corporate Officer").
3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$ 150,000.

Sworn and signed before me on the date above written:


Officer's signature: Sign above, and print stamp or type name below
JAMES P. MULLEN, ESQ.
ATTORNEY AT LAW
STATE OF NEW JERSEY


Witness: Elizabeth Everett


MORRIS COUNTY, NJ
JOAN BRAMHALL, COUNTY CLERK
DEED-OR BOOK 21710 PG 0388
RECORDED 01/07/2011 12:49:48
FILE NUMBER 2011001805
RCPT #: 596726; RECD BY: natasha
RECORDING FEES 100.00
MARGINAL NOTATION 0.00
TOTAL TAX 150.00

STEWART TITLE GUARANTY COMPANY

Olde School Title Services, LLC

414 Centre Street 2nd Floor

Nutley, NJ 07110

Telephone: (973) 320-8896 Fax: (973) 542-1161

File Number: OST2284

**SCHEDULE C
LEGAL DESCRIPTION**

ALL that certain tract or parcel of land, situated, lying and being in the Town of Dover, County of Morris, State of New Jersey, more particularly described as follows:

BEGINNING at a point in the westerly side line of Ann Street, said point being distant 125.00 feet on a course of South 35 degrees 11 minutes West from the intersection of the southerly side line of Edgewood terrace with the westerly side line of Ann Street, said beginning corner being the fourth corner of the lot conveyed to Thomas P. Coulthard and wife, by Ev-Ken Estates, Inc., by deed dated June 30, 1953, and recorded in the Morris County Clerk's Office in Book S-54 of Deeds, pages 303 & c, and from thence runs

- (1) Along the third line reversed of the above mentioned deed, North 54 degrees 49 minutes 00 seconds West, 150.00 feet to the third corner; thence
- (2) North 39 degrees 33 minutes 40 seconds West, 31.26 feet to a point; thence
- (3) South 58 degrees 09 minutes 00 seconds West, 89.29 feet to a point; thence
- (4) South 54 degrees 49 minutes 00 seconds East, 215.19 feet to a point in the westerly side line of Ann Street; thence
- (5) Along the westerly side line of Ann Street, North 35 degrees 11 minutes 00 seconds East, 74.00 feet to the point and place of BEGINNING.

NOTE: Being Lot(s) Lot: 12, Block: 403; Tax Map of the Town of Dover, County of Morris, State of New Jersey.

NOTE: Lot and Block shown for informational purposes only.

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 83, P.L. 2006) (N.J.S.A. 45:15-5 et seq.)

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

STATE OF NEW JERSEY

SS.

County Municipal Code
1409

COUNTY MORRIS

Municipality of Property Location: Dover

FOR RECORDER'S USE ONLY

Consideration \$ 150,000

RTP paid by seller \$ 750

Date 1-7-2011 By [Signature]

† Use symbol "0" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached)

Dependent, Blair Schleicher-Bravo, being duly sworn according to law upon his/her oath deposes

and says that he/she is the Executive Director in a deed dated 11/24/10

transferring real property identified as Block No. 403 Lot No. 12 located at 263 Ann Street, Dover and annexed thereto.

(2) CONSIDERATION: \$150,000.00 (Instructions 1 and 5) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 8A is required.

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions (Instructions 5A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
\$ + % = \$

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

(4) FULL EXEMPTION FROM FEE: (Instruction 8)

Dependent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE: (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL

BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Dependent claims that this deed transaction is exempt from the State's portion of the Basic Fee, Supplemental Fee and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 118, P.L. 2004 and C. 68, P.L. 2004 for the following reason(s): Property is being conveyed to persons who qualify as low and moderate per the regulations

A. SENIOR CITIZEN (Instruction 9)

- ☐ Grantor(s) 62 years of age or over.*
☐ Owned and occupied by grantor(s) at time of sale.
☐ One- or two-family residential premises.
- ☐ Resident of the State of New Jersey.
☐ Owners as joint tenants must all qualify.

B. BLIND PERSON (Instruction 9)

- ☐ Grantor(s) legally blind.*
☐ Owned and occupied by grantor(s) at time of sale.
☐ One- or two-family residential premises.
☐ Resident of the State of New Jersey.
☐ Owners as joint tenants must all qualify.
- ☐ Grantor(s) permanently and totally disabled.*
☐ Grantor(s) receiving disability payments.*
☐ Grantor(s) not gainfully employed.*
☐ Owned and occupied by grantor(s) at time of sale.
☐ One- or two-family residential premises.
☐ Resident of the State of New Jersey.
☐ Owners as joint tenants must all qualify.

C. LOW AND MODERATE INCOME HOUSING (Instruction 9)

- ☒ Affordable according to HUD standards.
☒ Meets income requirements of region.
- ☒ Reserved for occupancy.
☒ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions 2, 10 and 12)

- ☒ Entirely new improvement.
☒ Not previously used for any purpose.
- ☐ Not previously occupied.
☐ "New Construction" printed clearly at top of the first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 5, 12 and 14)

- ☒ No prior mortgage assumed or to which property is subject at time of sale.
☒ No contributions to capital by either grantor or grantee legal entity.
☒ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Dependent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 83, P.L. 2006.

Subscribed and sworn to before me
this November day
of 2011, 2011

[Signature]
Notary Public

Signature of Dependent
102 Iron Mountain Road, Suite H
Mine Hill, NJ 07803

Dependent Address

XXX-XX-X 802
Last 8 digits in Grantor's Soc. Sec. No.

Grantor Name
102 Iron Mountain Road, Suite H
Mine Hill, NJ 07803

Grantor Address at Time of Sale

County recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 8A is completed.

FOR OFFICIAL USE ONLY			
Instrument Number	2011001805	County	MORRIS
Deed Number		Book	21710
Deed Date	11-24-2010	Page	0398
		Date Recorded	1-7-2011

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08646-0251, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at <http://www.state.nj.us/treasury/taxation/tpt/localtax.shtml>.

JAMES P. MULLEN, ESQ.
ATTORNEY AT LAW
STATE OF NEW JERSEY

State of New Jersey

Seller's Residency Certification/Exemption

(C.S.S. P.L. 2004)

(Please Print or Type)

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

Name(s) MORRIS HABITAT FOR HUMANITY, INC.

Current Resident Address 102 Iron Mountain Road, Suite H

City, Town, Post Office Mine Hill

State NJ

Zip Code

07803

PROPERTY INFORMATION (Brief Property Description):

Block(s) 463

Lot(s) 13

Qualifier

Street Address 263 Ann Street

City, Town, Post Office Dover

State NJ

Zip Code

07801

Seller's Percentage of Ownership 100

Consideration \$150,000.00

Closing Date

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and NON-residents):

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

SELLER(S) DECLARATION:

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

11/24/10
Date

[Signature]
Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
Morris Habitat for Humanity, Inc.

Date

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


1647 - Seller's Residency Certification/Exemption
CHY/REP-3
Rev. 6/10 PG/10

Powered by
HotDocs

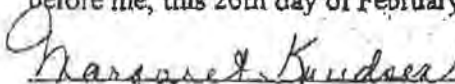
Printed by ALL-STATE LEGAL®
A Division of ALL-STATE International, Inc.
www.allstatelegal.com 800.222.0310 Page 1

ACKNOWLEDGMENT
(PARTNERSHIP FORM)

I CERTIFY, that on February 26th, 2002, personally came before me Laury Pensa, and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by Eugene E. Walsh, who is President of Spruce Housing Non-Profit Corporation, the General Partner of the Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the General Partner as its voluntary act on behalf of the Partnership; and (c) this person signed this proof to attest to the truth of these facts.


WITNESS, Laury Pensa

SWORN TO AND SUBSCRIBED
before me, this 26th day of February 2002.


Notary Public of the State of New Jersey

MARGARET KNUDSEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 4, 2004

RECORD AND RETURN TO

SPRUCE SENIOR HOUSING L.P.
P.O. BOX 309
TEANECK, NJ 07666-0309

RECEIVED
2002 MAR 14 A 9 06
JOAN BRAMHALL
MORRIS CO. CLERK

DB05578051

EXHIBIT "A"

The property consists of the land and all the buildings and structures on the land in the Town of Dover, County of Morris and State of New Jersey as more particularly described as follows:

BEGINNING at a point in the southeasterly side line of Spruce Street, therein distant 100.00 feet measured along the same on a course of North $56^{\circ}00'$ East from the point of intersection formed by the aforementioned southeasterly line of Spruce Street with the northeasterly line of William Street and thence:

- 1) Along the rear line of lots fronting on the above mentioned William Street, South $33^{\circ}27'$ East 473.18 feet to a point in the northerly side line of Academy Street;
- 2) Along the northerly side line of Academy Street, North $78^{\circ}19'40''$ East 249.38 feet to the point of intersection formed by the same with the westerly side line of Grove Street;
- 3) Along the westerly side line of Grove Street, North $6^{\circ}03'28''$ West 219.28 feet to the point of intersection formed by the same with the northerly side line of Sylvan Avenue;
- 4) Along the northerly side line of Sylvan Avenue, North $80^{\circ}00'32''$ East 20.04 feet to a point therein;
- 5) Leaving the northerly side line of the aforementioned Sylvan Avenue and following along the dividing line between the property to the Town of Dover and property of the owner herein, North $17^{\circ}11'25''$ East 237.49 feet to a point in the dividing line between property of Dover Cemetery Association and property of the Owner herein;
- 6) Along the last mentioned dividing line and following along the southerly face of an old iron post and wire fence, South $76^{\circ}48'12''$ West 76.90 feet to an angle point therein;
- 7) Still along the southerly face of the aforesaid old iron post and wire fence, North $83^{\circ}44'41''$ West to the point of the intersection formed by the same with the southeasterly side line of the above mentioned Spruce Street produced northeasterly from the beginning corner herein a distance of 319.07 feet; thence
- 8) Along the southeasterly side line of the said Spruce Street South $56^{\circ}00'$ West 216.87 feet to the point or place of BEGINNING.

Containing 4.7 Acres.

BEING the same premises commonly known as One Spruce Street, Dover, New Jersey

ALSO KNOWN AS Lot 16 Block 1111 on the tax map of the Town of Dover

0805578P046

12. SPRUCE STREET HOUSING



LIHTC #649

Prepared By:

Eugene E. Walsh

DEED OF EASEMENT AND RESTRICTIVE COVENANT FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of February 1, 2002 shall run with the land and is granted by Spruce Senior Housing L.P. and its successors and assigns (the "Owner") whose principal address is Glenpointe Centre East, Mezzanine, 300 Frank W. Burr Boulevard, P.O. Box 309, Teaneck, NJ 07666-0309, 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 2001 Carryover Agreement for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed \$901,632 to be claimed by the Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the 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 consist of a total of 90 residential rental units of which 90 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 Spruce Senior Housing (the "Project") located at One Spruce Street, Town of Dover, Municipal Tax Map Block No. 1111, Lot No. 16 in the County of Morris, New Jersey, and title to which has been recorded in the County Clerk or Register's Office in Deed Book No. 5529 at Page No. 295, being more fully described as set forth in Attachment "A" hereto.
- (2) ☒ If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules. Tax
exempt
back
60.00
- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low income unit fraction or the low income floor space fraction), and as provided by the Owner in its low income housing tax credit application (the "Application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at

DB05578P045

Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5B) below.

- (4) 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 specified in paragraph (5A) or (5B) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Owner elected to increase the compliance period as indicated with an ("X") below:

[X] If this box is checked, the Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one year period of time specified in this paragraph (5)(B).

- (6) The compliance period begins at the same time as the credit period. The Owner elects when to begin the credit period at the time the Owner's first tax return is filed with the Internal Revenue Service. Owner will begin the credit period in 2003 or 2004.
- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Owner in its Application requires that 20 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 50 percent or less of area median gross income (AMGI). The selection of this federal set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.
- (8) [] If this box is checked, the Project is also subject to the state set-aside, which is defined in the _____ Qualified Allocation Plan and was selected by the Owner in its Application. The state set-aside requires that _____ percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is _____

DB05578P047

percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Owner and all successors in interest to the Project through the end of the extended use period.

- (9) [] If this box is checked, a New Jersey non-profit corporation must have some interest in the general partnership or voting membership, or the Project must be owned by a New Jersey non-profit corporation, a limited partnership where the general partner is a New Jersey non-profit corporation or a limited liability company where the voting member is a New Jersey non-profit corporation (as described in the 1996 Qualified Allocation Plan and selected by the Owner in the 1996 Application). Any new owner during the compliance period must qualify under these rules.
- (10) [] If this box is checked, the Project is a Special Needs Project as defined in the 2001 Qualified Allocation Plan, and as selected by the Owner in its Application and as such, the Owner must BOTH restrict 25% 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. One of the social services must be a social service coordinator. With written approval from the Agency, the 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.
- (11) [x] If this box is checked, the Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 2001 Qualified Allocation Plan, and as selected by the Owner in its Application. Social services may be modified to better address the needs of the low income tenants of the Project upon written approval of the Agency.
- (12) [x] If this box is checked, the Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.
- (13) [x] If this box is checked, the Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities as defined in the 2001 Qualified Allocation Plan.
- (14) 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.

DB05578P048

- (15) 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.
- (16) This Covenant shall constitute an agreement between the Agency and the 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.
- (17) Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (18) 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.
- (19) 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.
- (20) 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. Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (21) In order to enable the Agency to monitor Owner's compliance with these use and occupancy restrictions pursuant to the Code, 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.
- (22) 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.
- (23) Owner covenants and agrees that in the event it files for bankruptcy or liquidates or sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and

DB05578P049

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.

- (24) 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 that may be more stringent than the Code.
- (25) 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 Owner whose duly authorized representative's signature appears below.

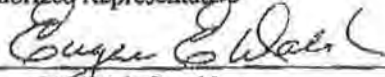
Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS (PARTNERSHIP)


Laury Pensa, Secretary

OWNER: SPRUCE SENIOR HOUSING L.P.

By: Authorized Representative


Eugene E. Walsh, President
Spruce Housing Non-Profit Corporation
As General Partner

13. GRANNY BROOK APARTMENTS

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of MAY, 2011 by and between Highlands Real Estate Investment Group, L.L.C. t/a Granny Brook Apartments, hereinafter referred to as "Developer," and the Town of Dover, a municipal corporation of the State of New Jersey, hereinafter referred to as "Town":

WHEREAS, Developer is the owner of land located at 91 Park Heights Avenue, Block 202, Lot 6 on the tax map of the Town of Dover (hereinafter the "Property"); and

WHEREAS, the Developer obtained a Use Variance and Preliminary & Final Site Plan approval from the Dover Board of Adjustment (the "Board") for property located in the R-1 Zone, designated as Block 202, Lot 6 ("property"), on the Town of Dover Tax Map on September 10, 2008, memorialized by Resolution dated October 8, 2008, with a two (2) year extension through September 10, 2011 memorialized by Resolution dated April 13, 2011, attached as Exhibit "A" and Exhibit "A-1"); and

WHEREAS, the Developer is actively engaged in developing the property which is located on Park Heights Avenue, as set forth on the Site Plan prepared by J. Michael Petry, P.E. P.P., R.A., of RCC Design, Inc., entitled "Major Preliminary and Final Site Plan, Granny Brook Apartments prepared for Highlands Real Estate Investment Group" dated 8/17/07, last revised 02/26/08, consisting of 12 sheets as signed and approved by the Town of Dover Board of Adjustment Chairman, Secretary and Town Engineer"); and

WHEREAS, the Town and the Developer have agreed that Developer shall deed restrict for a period of thirty (30) years, five (5) of the proposed 27 units to be utilized for moderate income rental housing as defined under New Jersey Council on Affordable Housing ("COAH") regulations in consideration for which the Town of Dover Board of Adjustment has granted a Use Variance"); and

WHEREAS, among the conditions to said approval is a requirement of an executed Developer's Agreement between the Town and the Developer;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

A. Improvements to be Completed by Developer

1. The Developer shall, at its sole cost and expense, construct and install all of the improvements shown on the site plan as approved by the aforementioned memorializing Resolutions. Developers shall comply with and provide proof to the Town Engineer that all conditions of the Preliminary and Final Approval have been satisfied. The Developer shall not amend, modify or otherwise change the Site Plan nor make application for any change to the site plan, including but not limited to changing the total number of units, without the prior written approval of the Town's Governing Body.
2. The Developer shall promptly and with reasonable diligence comply, complete and meet all of the enumerated conditions set forth in the Board of Adjustment's resolution adopted on October 8, 2008. A true and correct copy of the resolution is attached hereto as Exhibit "A" and incorporated by reference herein as if set forth at length herein. The Developer covenants and agrees that compliance with all terms, conditions

and covenants contained in the resolution are expressly hereby made conditions and terms hereof.

3. All work shall be performed in accordance with the ordinances, rules, regulations and building codes of the Town of Dover and State of New Jersey. The Town engineer or his designee shall inspect and approve the work as installed in accordance with the approved plans and requirements of the Town's ordinances and codes.
4. Work hours shall be limited from 7 a.m. to 5 p.m., Monday through Friday, and 8 a.m. to 5 p.m. on Saturday. No work shall take place Sundays or holidays except on an emergency basis. The holidays which shall be observed for purposes of this condition shall be New Year's Day, President's Day, Memorial Day, Independent Day, Labor Day, Thanksgiving and Christmas. The applicant shall maintain personnel on site to whom incidents of noise disturbance shall be reported and said personnel shall be authorized to take measures to minimize said disturbances.
5. The applicant shall regulate for the safe and proper transfer and transport of fuel on site.
6. Adequate provisions for safe control of employee parking, including employees of the contractors and subcontractors, shall be required on site during construction.
7. Violations of any of these construction mitigation measures shall result in a stop work order, which order shall remain in full force and effect until the condition is remedied to the satisfaction of the Town Engineer.

8. Should blasting be required on site, the applicant shall, in addition to any State permits that may be required, notify all owners within 200 feet of the property line two (2) weeks prior to the date of said blasting and shall conduct a meeting with the property owners at least one (1) week prior to blasting. The purpose of the meeting shall be to inform the residents and to advise them of such mitigation measures as may be appropriate.
9. All terms and conditions set forth by the Planning Board shall be shown on the Site Plans within 30 days of the signing of this agreement. Any changes requested by outside agencies shall be incorporated into the plans prior to a preconstruction meeting that shall be held with the Town Engineer which shall take place prior to the issuance of Building Permits and prior to the start of Site Improvements. All additional approvals (permits) shall be received prior to the preconstruction meeting.
10. Prior to the issuance of any construction permit, the applicant shall file with the Town Clerk and the Town Engineer an affidavit verifying that the applicant is in receipt of all necessary agency approvals and shall supply a copy of any approvals received.
11. Prior to construction, including site work activity, a preconstruction meeting shall be required to include the Town's representatives, the applicant and its engineers and contractors. Prior to said meeting, the applicant shall have posted inspections fees in the amount of five (5) percent of the estimated cost of improvements as proposed by the Developer's Engineer and approved by the Town Engineer and in accordance with NJSA 40: 55D-53.4.

12. All non-disturbed areas on site shall be demarcated by snow/silt fence during construction and the snow/silt fence shall be installed on site prior to any construction activity including site work. A violation of the non-disturbed areas will result in a stop-work order for that area affected by the violation, as determined by the Town Engineer; and said stop-work order shall remain in full force and effect until the violation is corrected and any damage created by the violation is restored to the original state.
13. The landscape plan, including shade trees shall be subject to a two (2) year landscaper's guarantee which shall insure the replacement of any diseased or dead landscaping material within two (2) years of the date of planting.
14. Cut sheets shall be provided to the Town Engineer's office directly prior to construction.
15. As-built drawings of all improvements shall be forwarded to the Town's Engineer's office prior to the issuance of certificates of occupancy for the first dwelling unit. As built drawings shall include the plan and elevation of all public improvements, including, but not limited to water lines and appurtenances; sanitary sewer lines, manholes (including rim and invert elevations), cleanouts and connections; storm sewer lines, inlets (including grate and invert elevations), manholes (including rim and invert elevations), detention basins (including top of settled embankment elevation, low flow channel elevations, outlet structure orifice, weir and outlet invert elevations); and roadway location and centerline profile and cul-de-sac gutter profile. The as-built drawing shall be prepared, signed and sealed by a Land Surveyor licensed in the State of New Jersey

16. The final top course of pavement and all public improvements including required landscaping shall be installed prior to the issuance of the first certificate of occupancy.
17. Any Construction Office/Trailer and/or Sales Office Trailer shall be located off the public right of way on the site, and in a location approved by the Town Engineer
18. Prior to the issuance of a Building Permit or the start of Site Work, the Developer shall post a Performance Guarantee in an amount equal to 120 percent of the estimated cost of construction for all public improvements. Attached hereto is Exhibit "B", entitled "Engineer's Cost Estimate for Site Improvements" which is incorporated herein by reference. The cost of the Public Improvements is \$20,402.00. The required Performance Guarantee shall be in the amount of \$24,482.40, of which at least ten percent (10%) shall be in cash (\$2,448.24) and the remaining in a surety guarantee issued by a surety company, an unconditional letter of credit issued by a financial institution, all cash, a bank certificate of deposit or savings passbook assigned to the Town of Dover with the consent of the issuing institution. The form of Surety shall be as established by law.
19. The Developer shall post a Maintenance Guarantee in an amount equal to fifteen (15) percent (15%) of the estimated cost of Public Improvements for a period of two (2) years upon acceptance by the Town of Dover of the Public Improvements. Attached hereto is Exhibit "B" which is incorporated herein by reference. Such Exhibit provides for the estimated cost of Public and Site Improvements, as calculated by the Town Engineer. The cost of the Public Improvements is \$20,402.00. The required Maintenance

Guarantee shall be in the amount of \$3,060.30, of which at least ten percent (10%) shall be in cash (\$306.03) and the remaining in a surety guarantee issued by a surety company, an unconditional letter of credit issued by a financial institution, all cash, a bank certificate of deposit or savings passbook assigned to the Town of Dover with the consent of the issuing institution. The form of Surety shall be as established by law.

20. The Developer shall also be required to pay an escrow deposit to reimburse the Town of Dover for all reasonable inspection fees paid to the Town Engineer for the inspection of improvements in an amount not to exceed, except for extraordinary circumstances, the greater of \$500 or 5% of the cost of improvements. Attached hereto is Exhibit "B" which is incorporated herein by reference. Such Exhibit provides for the estimated cost of Public and Site Improvements, as calculated by the Town Engineer. The cost of the Public and Site Improvements is \$608,659.50. Five percent (5%) of said cost is \$30,432.98. Since the amount exceeds \$10,000.00, the amount payable shall be by an initial amount of \$7,608.25 (25%) with the remaining 25% installments being payable when the account drops below ten percent of the total (\$3,043.30) so that this is an evergreen provision requiring payment when the escrow account drops below ten percent until the full amount of \$30,432.98 is paid.

21. The Developer shall complete the installation of all public improvements no later than one (1) year from the date of execution of this Developer's Agreement. The time for completion of the public improvements may be extended by the Mayor and Board of Aldermen by resolution for just cause shown by the Developer.

22. The Developer shall complete the necessary repairs to the existing diversion structure and retaining walls within the subject property, along the Jackson Brook, in accordance with permits required by the New Jersey Department of Environmental Protections, prior to the issuance of the first Certificate of Occupancy and Certificate of Compliance.
23. The Town of Dover makes no representation as to the availability of water to serve this project. The Developer shall apply for and attain the necessary Water Reservation from the Town of Dover Water Commission, in accordance with their procedures and requirements. No building permit shall be issued until a Water Reservation has been properly secured.
24. The Town of Dover makes no representation as to the availability of Sewer Capacity to serve this project. The Developer shall apply for and attain the necessary Sewer Capacity from the Rockaway Valley Regional Sewerage Authority (RVRSA), in accordance with their procedures and requirements. No building permit shall be issued until a Permit has been properly secured from RVRSA.
25. There currently exists a dual sewer line running parallel to Park Heights Avenue located on the property. The portion of the more westerly line (furthest from the street) is to be capped and abandoned by the Developer at Developer's sole cost and expense and a more easterly line closest to the street will be partially relocated as indicated on the approved drawings (Alternate Grading, Drainage and Utility Plan"). Further, a sanitary sewer easement shall be provided to the Town based on an "as built survey" of the finished sanitary sewer improvement but shall be of a minimum width of 15 feet and a

minimum of five feet either side of the center line of the pipe or structure. These must be in a form acceptable to the Town Engineer and the Town Attorney.

26. Developer shall install the public improvement of curbs along the west side of Park Heights Avenue in the vicinity of the site entrance driveway and a "stop bar" as shown on the Site Plan.

27. The Developer shall dedicate additional right of way to the Town of Dover along the property frontage to provide for a 50 foot wide right of way as measured from the center line of the existing pavement for the full frontage of the property.

B. Affordable Housing

1. The Term "COAH" where used in this Agreement shall mean the Council on Affordable Housing or any successor State Agency responsible for establishing and monitoring municipal affordable housing obligations in New Jersey.
2. This developer's Agreement may be filed by the Town with COAH in furtherance of the Town's efforts to satisfy COAH's Third Round Growth Share obligations, or any other subsequent obligation of the Town of Dover to meet its Affordable Housing Obligation by COAH. By way of this Agreement, the Developer hereby confirms to the Town and COAH that the developer includes a member, Gregory Leo, who is an experienced builder who has the experience and ability to perform its obligations under this Agreement. The Developer also confirms to the Town and COAH that the provisions of this Agreement provide an adequate incentive for the Developer to construct five (5) moderate income rental units. Developer acknowledges that this project shall be

submitted by the Town as part of the Towns overall plan for addressing its affordable housing obligation under the rules of COAH. The units shall be affordable to moderate income households in compliance with COAH rules and Town ordinances. This project shall contain a deed restriction enforceable by the Town that the COAH units shall be rented to eligible moderate income households for a period of thirty (30) years from the date each COAH unit is first occupied by COAH qualified occupants. The attached Deed Restriction (Exhibit "C") shall be executed by the Developer prior to the execution of this Agreement by the Town. The Deed Restriction must be recorded by Developer at the same time that this Developer's Agreement is recorded. This Agreement shall not become effective until the Deed Restriction is recorded.

3. **COAH Restrictions:** Developer agrees that five (5) of the rental units in this Development known as "Granny Brook Apartments" shall constitute moderate income rental units as defined by COAH. The rental units in question are not specifically designated by unit location within the building, and may from time to time, at the Developer's discretion, be redesignated to another unit within the building, as long as there are no fewer than five (5) units occupied or available for occupancy as moderate income rental units. The Developer shall not designate a congregated location within the building as a "moderate income rental units" area, but shall distribute the "moderate income rental units" throughout the building as is reasonably practicable to enhance and promote the inclusionary mix of "moderate income rental units" and "market units." The affordable housing restrictions shall be reflected in the recorded

Deed for the property, the form of which shall be prepared by Developer's Attorney and shall be subject to approval by the Town's Attorney as well as the Municipal Housing Liaison, Administrative Agent, Town Engineer and COAH. The Deed Restriction shall be for a period of thirty (30) years as reflected in the attached Deed Restriction. This Restriction cannot and will not even be considered until 30 years after the date each initial Certificate of Compliance (COC) is issued for each of the five (5) rental units that are the subject of this Agreement. The initial and each subsequent COC required by the Town of Dover Code for changes in tenancies shall be subject to submission of evidence to the Town of Dover Code Enforcement Department that the proposed tenant(s) of the moderate income rental units meet the COAH income levels at that time. Prior to the issuance of a COC for any of the non-income restricted rental units, evidence shall be provided to the Town of Dover Code Enforcement Department that there are no fewer than five (5) units occupied or available for occupancy as moderate income rental units.

4. **COAH Affordable Requirements:** The Developer, its successors and/or assigns, shall be solely responsible for ensuring that the COAH units continue to meet COAH's affordability requirements, including but not limited to, the affordability controls pursuant to N.J.A.C. 5:80-26.1, et seq. as may be amended from time to time. Developer's compliance shall not only include preparing a deed that is acceptable to the Town and COAH but also executing such other documents as may reasonably be required by COAH to address the continuing affordability requirements for the units. Developer

agrees to comply with reasonable requests made by the Town's COAH Housing Liaison and/or Administrative Agent.

5. **Voluntary Agreement:** The parties agree that Part "B" of this Agreement is voluntary authorized by the rules of COAH and entered into by the parties in a voluntary and knowing manner.

6. **Administrative Agent:** The Town will be required to provide administrative oversight of the five moderate-income units in order to qualify these units as part of Dover's affordable housing requirement. "Administrative Agent" is defined in N.J.A.C. 5:96-18.1. The administrative agent may be a person or entity selected pursuant to the Uniform Housing Affordability Control set forth in N.J.A.C. 5:80-26. The developer shall be liable for the annual cost of retaining an administrative agent to handle all of the reporting and other administrative control oversight imposed by all COAH rules and regulations. The Town shall select the administrative agent. The Town shall advise developer in writing of the annual cost and developer shall, within 30 days of receipt of written notice, submit payment to the Town of Dover reimbursing the Town for the cost of such administrative agent. This provision shall remain so long as there continues to exist an obligation to provide moderate income housing units pursuant to this Agreement.

C. Miscellaneous Terms

1. This Developer's Agreement and all approvals may at the sole discretion of the Town be terminated for failure by the Developer to pay any fees, escrow deposits, or other monies due or accrued on account of the service of the Town and its consultants with

respect to the development within 20 days of being billed therefore by any appropriate Town official after written notice and 20 days to cure from the date of notice, however, no inspections or other services by the Town will be made until payment in full.

2. No construction shall be undertaken until all inspection fees, review fees, escrow deposits or other monies due or to accrue on account of services provided by the Town or its professional consultants in connection with the subject property are paid on a timely basis as otherwise described herein above.

3. All of the work and improvements set forth above under the terms of this Agreement and the Resolution as incorporated herein shall be completed within 12 months of the date hereof and such reasonable extension of same as the Town shall approve by a written resolution of the Board of Aldermen. Should the Developer fail, refuse or neglect to complete to the satisfaction of the Town all said work and improvements within the time limit aforesaid, then the Town shall be free, without any further notice or obligation, to make whatever legal steps the Town desires including an action on the guarantee, in order to secure the satisfactory completion of the work and improvements called for herein. In so doing, the Town may contract for the completion of the said improvements or may do the same with its own labor and materials and the costs and expenses whatsoever the same may be, for so doing the completion of said improvements, shall be chargeable against the Developer and/or its performance guarantee. Should the performance guarantee prove to be insufficient, then the Developer should be liable for the difference. This should not restrict the Town in any

way whatsoever and should the Town so desire, it may proceed against the Developer without having first proceeded against the guarantee.

4. The Developer shall and will comply fully with the Municipal Land Use Ordinance, Land Subdivision Ordinance, Zoning Ordinance, Building Code, Street Improvement Ordinance and any other ordinances and amendments thereto and all rules and regulations of the Town whether set forth herein or not, and all other requirements of government bodies having jurisdiction over any aspect of this development or the improvements or facilities thereof including all applicable requirements, rules, regulations and statutes of the State of New Jersey, all conditions of the Zoning Board and the representations made to the Zoning Board and the Developer agrees that should it not comply with said ordinances and rules and regulations or statutes, then the Town may have the right to suspend all building permits until it shall comply.
5. The Developer further agrees that this Agreement shall be binding upon it and its successors and/or assigns, notwithstanding the fact that it may sell, transfer, encumber or otherwise dispose of the premises or any portion thereof constituting the development and performance guarantees called for herein shall remain in full force and effect in any such event.
6. The Developer, upon completion of all work provided for by this Agreement and acceptance by the Town after public improvements, shall deliver to the Town a two-year surety maintenance guarantee in an amount equal to 15% of the estimated cost of improvements, which shall be in a form satisfactory to the Town. A copy of this

Agreement will be attached to and become a part of all surety guarantees filed with the Town.

7. Unless expressly modified by provisions contained herein, development shall be undertaken in strict compliance with the plans submitted by the Developer. Any amendments thereto in accordance with the Agreement or any other requirements of the Town of Dover Zoning Board shall be subject to the review and approval of the Town Engineer.
8. The Developer agrees to indemnify and hold harmless the Town from any and all claims arising from the installation of improvements required by this Agreement. The Developer shall submit a certificate of insurance disclosing public liability insurance of not less than \$1,000,000.00 for each person and \$500,000.00 for property damage which certificate shall name the Town of Dover as an additional insured. The Developer agrees to indemnify and hold harmless the Town should the Developer fail to comply with the insurance provisions. The Developer shall supply additional certificates within 45 days of the earliest policy expiration date on any certificate as necessary to insure evidence of continuing coverage during the entire course of work under this Agreement.
9. If any section of this Agreement shall for any reason be adjudged by a court to be invalid, such judgment shall not affect the remaining sections of this Agreement. The provisions of this Agreement are intended to be severable.
10. This Agreement shall run with the land and shall be binding upon the successors and assigns of the parties signing it and each of the provisions of this Agreement shall have

the same force and effects as if set forth at length as conditions of the Site Plan approval. No part of this Agreement may be changed or amended, except in writing executed by the parties and approved, If such approval is required by law, by COAH.

11. This Agreement shall be recorded by Developer at its sole cost and expense. It is understood and agreed that the continuing easements and obligations contained in this Agreement may also be included in a Declaration of Covenants and Restrictions filed by the Developer in the County Clerk's Office with such easements and obligations to run with the land.

12. Any assignment, transfer or sale of the subject property, or any part thereof, shall not operate to relieve Developer, its heirs, successors or assigns, from its obligations to complete the construction of the COAH units and maintain their affordability as required in this Agreement. In the event of a transfer, all provisions of this Agreement along with terms of the resolutions shall specifically run with the land and the covenants shall be enforceable by the Town should it become necessary or advisable for it to institute legal proceedings in order to enforce provisions of these documents. Developers, its heirs, successors or assigns, shall be responsible and agree to pay the municipal costs in bringing and such action including reasonable attorney fees. In the event of a sale or transfer of the property, this Agreement may be assigned.

13. It is agreed and understood that Developer shall be responsible to secure, at its own cost and expense, all other approvals required by County, State, Federal, Municipal or other agencies having jurisdiction prior to commencement of construction of the

relevant improvement. Issuance of a building permit, Notice to Proceed, Certificate of Final Approval, Certificate of Occupancy, Certificate of Compliance or other action by the Town or its agents shall not constitute a waiver of Developer's obligation to secure other governmental approvals nor result in any estoppels being raised against the Town in the event the Developer fails to secure the other necessary governmental approvals.

The approvals may include but are not limited to the following:

- a) County Planning Board.
- b) New Jersey Department of Environmental Protection.
- c) New Jersey Department of Community Affairs.

This list is not exhaustive. The Town takes no position as to what, if any, outside permits or approvals may be needed by Developers. It is Developer's responsibility to apply for and obtain such permits and/or approvals.

14. The Town or any of its officials or employees assume no contractual or other liability to any persons, firms or corporations dealing with the Developer as a result of entering into this Developer's Agreement. Any activities taking place on site shall be within the sole authority of the Developer.
15. Nothing contained in this Agreement shall be construed to render the Town or any of its offices, boards, or employees liable for any changes, costs or debts or material, labor or other expenses incurred in the making of the improvements.
16. Developers shall be and remain liable for any and all damages or losses incurred by the Town, its officers, officials, servants, employees, board or agents and each and every

one of them as a result of any negligence, wrongdoing, omission or commission by the Developer, its successors, heirs or assigns or any person, or entity acting on behalf of the Developer arising from the construction and its performance under this Agreement.

17. Developer agrees not to commit any public or private nuisance. Developer shall comply with the Town's noise control ordinance and any applicable ordinances regulating construction. No provision of this Agreement shall be deemed to be a waiver of any right of the Town or its agencies under any statute, ordinance or other law.

18. Developer shall correct and make safe any dangerous or unsafe condition created by it or those acting for it adversely affecting the public safety or general welfare or affecting the safety or welfare of other occupants of the project as determined by the appropriate enforcement official of the Town.

19. All notices shall be served by Certified Mail, return receipt requested and regular mail or overnight delivery by a recognized delivery service upon the parties at the addresses shown on page one. Copies of all notices shall be delivered to the parties and their attorneys via regular mail or fax at the following addresses

For the Town of Dover:

Margaret Verga – Town Clerk
37 N. Sussex Street
Dover, NJ 07801
Fax: (973) 328-6524

David Pennella – Town Attorney
16 W. Blackwell St.
Suite 201
Dover, NJ 07801
Fax: (973) 361-4924

For Developer

GREGORY G. LEO, SR.
23 WEST SHORE TRAIL
SPARTA, N.J. 07871
973-729-9573

THOMAS J. LEO, Atty
391 FRANKLIN ST.
BLOOMFIELD, N.J. 07003
973-748-0130

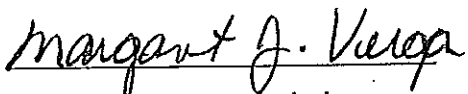
20. This Agreement may not be modified or amended except by written agreement of the parties.

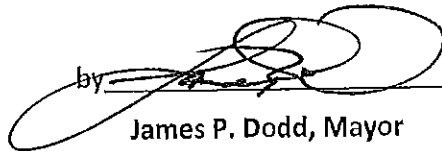
21. This Agreement shall be governed by the laws of the State of New Jersey and jurisdiction shall be in the Superior Court, Morris County, New Jersey. In the event the Town seeks the assistance of the court to enforce any of the terms of this Agreement, the Developer shall be liable for all costs and expenses including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officer and their corporate seals to be affixed hereto the day and year as indicated in the acknowledgements attached hereto and made a part hereof.

ATTEST:

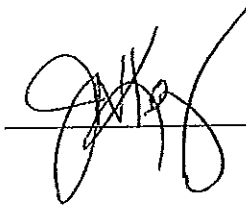
Town of Dover, County of Morris

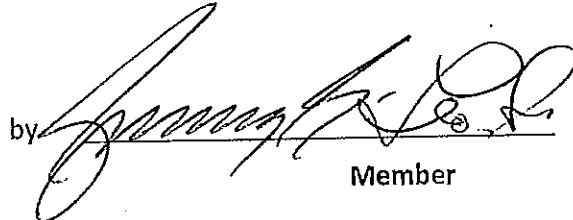

Margaret Verga, Clerk

by 
James P. Dodd, Mayor

WITNESS:

Highland Real Estate Investment Group,
L.L.C., Developer



by 
Member

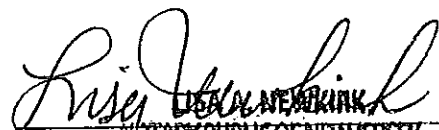
STATE OF NEW JERSEY)
)
 COUNTY OF MORRIS) SS.:

I CERTIFY that on this 25th day of MAY, 2011, Margaret Verga personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the Clerk of the Town of Dover, a New Jersey Municipal Corporation, the Municipal Corporation named in the within document;
- b) this person is the attesting witness to the signing of this document by the proper official who is the Mayor of the Municipal Corporation;
- c) this document was signed and delivered by the Municipal Corporation as its voluntary act duly authorized by a proper resolution of its Governing Body;
- d) this person knows the proper seal of the Municipal Corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

Sworn and subscribed
 before me the date aforesaid.

5/25/2011


 LISA W. NEWKIRK
 NOTARY PUBLIC OF NEW JERSEY
 Commission Expires 6/20/2011

STATE OF NEW JERSEY)

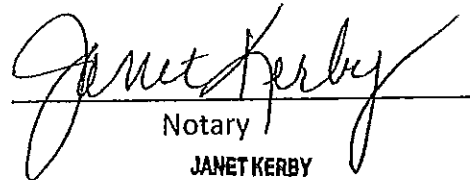
COUNTY OF Sussex)

SS.:

I CERTIFY that on this 6th day of June, 2011 that Gregory G. Lee, Sr. personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) they are members of Highlands Real Estate Development Group, a New Jersey Limited Liability Company, hereinafter the "Company," named in the within document;
- b) these persons signed this document as the only members of the Company.
- c) this document was signed and delivered by the Company as its voluntary act duly authorized by its members and managers.

Sworn and subscribed
before me the date aforesaid.


Notary

JANET KERBY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/11/2015

14. HABITAT FOR HUMANITY, HARDING AVENUE



TOWN OF DOVER
37 North Sussex Street
Dover, NJ 07801-0798
973 - 3662200

Permit Number: 20160088
Update Number:
Control Number: 21255
Application Date: 09/23/2015
Permit Date: 02/26/2016

CONSTRUCTION PERMIT

IDENTIFICATION

OWNER/PROPERTY DETAILS

Block: 2205	Lot: 1.02	Qualification Code:	
Work Site Location:	27 HARDING AVENUE DOVER		
Owner In Fee:	MORRIS HABITAT FOR HUMANITIES		
Address:	274 S. SALEM STREET DOVER NJ 07801		
Telephone:	(973) 891-1934		
Use Group(s):	R-5		
Contractor:	MORRIS HABITAT FOR HUMANIT		
Address:	274 S SALEM STREET DOVER NJ 07801		
Telephone:	(973) 891-1934		
Lic. No. / Bldrs. Reg. No.:	025841		
Federal Emp. No.:	22-2675802		

is hereby granted permission to perform the following work :

<input checked="" type="checkbox"/> BUILDING	<input type="checkbox"/> PLUMBING	<input type="checkbox"/> DEMOLITION
<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> FIRE PROTECTION	<input type="checkbox"/> OTHER
<input type="checkbox"/> ELEVATOR DEVICES	<input type="checkbox"/> MECHANICAL	
<input type="checkbox"/> ASBESTOS ABATEMENT	<input type="checkbox"/> LEAD HAZARD ABATEMENT	

(Subchapter 8 only)

DESCRIPTION OF WORK:
FOOTING AND FOUNDATION ONLY - NO SLAB RELEASE
(SLAB ON GRADE STRUCTURE)

ESTIMATED COST OF WORK:

Cost of Construction:	15,000.00
Cost of Rehabilitation:	0.00
Cost of Demolition:	0.00

Total Cost:	\$15,000.00
-------------	-------------

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

PAYMENTS	(Office Use Only)
Building	\$34.00
Electrical	
Plumbing	
Fire Protection	
Elevator Devices	
Mechanical	
VolFee (DCA)	\$4.00
AltFee (DCA)	
DCA Minimum Fee	\$0.00
Other Fees	
CO Fee	\$3.00
CCO Fee	
Minimum Fee	
Total	\$41.00
All Fees Waived:	No

Amount to be Paid:	\$41.00
Check Number:	7870
Check amount:	\$41.00

John K. Daniels
Construction Official

Date

Collected by:	RJ
Receipt No:	25710
Total Cash Amount:	
Total Check Amount:	\$41.00
Total CC Amount:	
Grand Total:	\$41.00

Note:



TOWN OF DOVER
37 North Sussex Street
Dover, NJ 07801-0798
973 - 3662200

Permit Number: 20160087
Update Number:
Control Number: 20970
Application Date: 07/02/2015
Permit Date: 02/26/2016

CONSTRUCTION PERMIT

IDENTIFICATION

OWNER/PROPERTY DETAILS

Block: 2205	Lot: 3	Qualification Code:	
Work Site Location:	45 HARDING AVE DOVER		
Owner In Fee:	MORRIS HABITAT FOR HUMANITY INC.		
Address:	274 S SALEM STREET RANDOLPH NJ 07869		
Telephone:	(973) 891-1934		
Use Group(s):	R-5		
Contractor:	MORRIS HABITAT FOR HUMANIT		
Address:	274 SOUTH SALEM STREET RANDOLPH NJ 07869		
Telephone:	(973) 891-1934		
Lic. No. / Bldrs. Reg. No.:			
Federal Emp. No.:	14-9381207		

is hereby granted permission to perform the following work :

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> BUILDING | <input type="checkbox"/> PLUMBING | <input type="checkbox"/> DEMOLITION |
| <input checked="" type="checkbox"/> ELECTRICAL | <input type="checkbox"/> FIRE PROTECTION | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> ELEVATOR DEVICES | <input type="checkbox"/> MECHANICAL | |
| <input type="checkbox"/> ASBESTOS ABATEMENT | <input type="checkbox"/> LEAD HAZARD ABATEMENT | |

(Subchapter 8 only)

DESCRIPTION OF WORK:
200 AMP TEMPORARY SERVICE (DR#335-051-633)

ESTIMATED COST OF WORK:

Cost of Construction: 0.00
Cost of Rehabilitation: 100.00
Cost of Demolition: 0.00

Total Cost: \$100.00

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

PAYMENTS	(Office Use Only)
Building	
Electrical	\$65.00
Plumbing	
Fire Protection	
Elevator Devices	
Mechanical	
VolFee (DCA)	
AltFee (DCA)	\$1.00
DCA Minimum Fee	\$0.00
Other Fees	
CO Fee	
CCO Fee	
Minimum Fee	
Total	\$66.00
All Fees Waived:	No

Amount to be Paid: \$66.00
Check Number: 7849
Check amount: \$66.00

John K. Daniels
Construction Official

Date

Collected by: RJ
Receipt No: 25709
Total Cash Amount:
Total Check Amount: \$66.00
Total CC Amount:
Grand Total: \$66.00

Note:

Deed

This Deed is made on September 16, 2014
BETWEEN
Chaplin Homes, Inc.
a corporation of the state of New Jersey
having its principal office at
PO Box 4
Mount Arlington, New Jersey 07856
referred to as the Grantor,
AND
Morris Habitat for Humanity, Inc.

whose post office address is
274 South Salem St., Suite 100
Randolph, New Jersey 07869
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 \$ 200,000.00, Two Hundred Thousand Dollars and No Cents
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference** (N.J.S.A. 46:26A-3) Municipality of Dover Block No. 2205, Lot Nos. No. 1, 2, 3 and 17, (now known as Lot Nos. 1.01, 1.02, 2 & 3).

3. **Property** The Property consists of the land and all the building and structures on the land in the Town of Dover County of Morris and State of New Jersey. The legal description is:

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

SUBJECT TO Road Vacations as set forth in Deed Book F53, Page 463; Deed Book F53, Page 470; and Deed Book F53, Page 472.

SUBJECT TO Restrictions as recorded in Deed Book E35, Page 308.

SUBJECT TO terms, conditions, easements and restriction as set forth in Developer's Agreement as recorded in Deed Book 20610, Page 1441.

SUBJECT TO private rights, including, without limitation, the right of utility companies, in and to so much of the premises in question as lies within the former bed of Harding Avenue and South Salem Street and paper streets as shown on Filed Map No. 603.

TRACT I & II - Being the same lands and premises conveyed to Chaplin Homes, Inc., by Deed from Robert Thorson, unmarried, dated March 24, 2005, recorded April 12, 2005 in the Morris County Clerk's Office in Deed Book 6308, Page 26; and

TRACT III - Being the same lands and premises conveyed to Chaplin Homes, Inc., by Deed from Rachel J. Meissner, Executrix of the Estate of Charlotte H. Fritts and individually; and Stewart W. Fritts, both unmarried, dated March 24, 2004, recorded April 12, 2005 in the Morris County Clerk's Office in Deed Book 6308, Page 21.

Prepared by:

Patrick J. Dwyer, Esq.

(For Recordors Use Only)

OCT 9 2014

The street address of the Property is:

39 Harding Avenue; Harding Avenue and South Salem Street, Dover, Morris County, New Jersey

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:

Chaplin Homes, Inc.

Patrick J. Dwyer, Esq.

By:

J. Chaplin
John Chaplin, President

STATE OF NEW JERSEY, COUNTY OF MORRIS SS:

I CERTIFY that on **September 16, 2014**

John Chaplin

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 Chaplin Homes, Inc.** the entity named in this Deed;

(c) made this Deed for \$ **200,000.00** 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. 46:16-5); and

(d) executed this Deed as the act of the entity.

RECORD AND RETURN TO

James Mullen, Esq.

Pulte Homes of NJ, LP

222 Mt. Airy Road, Suite 210

Basking Ridge, New Jersey 07924

P. J. Dwyer
Patrick J. Dwyer, Esq., An Attorney at
Law of the State of New Jersey

Print name and title below signature



State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (see Instructions, page 2):Name(s) Chaplin Homes, Inc.Current Resident Address PO Box 4City, Town, Post Office Mount Arlington State NJ Zip Code 07856**PROPERTY INFORMATION** (Brief Property Description):Block(s) 2205 Lot(s) 1, 2, 3 and 17 (n/k/a 1.01, 1.02, 2 & 3)ifierStreet Address 39 Harding Avenue; Harding Ave. & South Salem St., Dover, Morris County, New JerseyCity, Town, Post Office Dover State NJ Zip Code 07801Seller's Percentage of Ownership 100% Consideration \$200,000.00 Closing Date 9/16/2014**SELLER'S ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents):

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

SELLER(S) DECLARATION:

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

9/16/2014

Date


 Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
John Chaplin, President

Date

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

the subject property and there is a large rock outcropping across the street.

3. The property is located in the IND Zone which generally permits non-nuisance industrial plants, experimental and testing laboratories, storage and distribution yards, government buildings and motor vehicle services stations and repair garages. There are no lot area, width, coverage or setback requirements in the IND Zone. However, it is apparent that large scale uses on large parcels are anticipated as can be seen from the permitted uses and the fact that the ordinance permits structures of up to 65 feet in height in the IND Zone. The subject property, with an area of only 3,625 square feet is quite small, even smaller than the lot size required in Dover's smallest sized residential zone.

4. Previously situated on the property as a pre-existing non-conforming use was a two family dwelling that was substantially damaged by fire in late 2014. The Town Code Enforcement Department has designated the building an Unsafe Structure.

5. Other properties in the area are also developed residentially and are generally similar in size.

6. Applicant, an organization devoted to building new housing for low and moderate income families, seeks to demolish what remains of the damaged two family home and to construct a one family dwelling on the property.

7. To do so requires a use variance pursuant to N.J.S.A. 40:55D-70d of the Municipal Land Use Law, as residences are not permitted in the IND Zone. Further variance relief is requested from Section 236-21H and 236-43 of the Ordinance which, taken together, require on-site off-street parking.

8. In connection with this project, the Board has reviewed the following:

SCHEDULE C (continued)
Legal Description

Commitment No. TM14-11165

File #: TM14-11165

**SCHEDULE A
AMENDED LEGAL DESCRIPTION
TRACT III**

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Town of Dover, in the County of Morris, State of NJ;

Known and designated as Lot 2 in Block 22-05 as set forth on a certain map entitled, "Final Plat for Harding Avenue Subdivision, Lot 1, Block 2205, Town of Dover, Morris County, N.J." situated in the Town of Dover, County of Morris, State of NJ, which map was filed in the Morris County Clerk's Office on December 23, 2013 as Map Book 8, Page 42.

BEGINNING at a point in the westerly line of Harding Avenue (50' R.O.W.), said point being the easterly corner of Lot 2 and Lot 3, Block 2205 as shown on Filed Map Book 7, Page 32, said point lying North 17 degrees 18 minutes 00 seconds West, a distance of 300.00 feet from the intersection of said westerly line of Harding Avenue and the northerly line of Wilson Street (50' R.O.W.) and running; thence

(1) Leaving said westerly line of Harding Avenue, along the line dividing Lot 2 and Lot 3, Block 2205, South 72 degrees 42 minutes 00 seconds West, a distance of 100.00 feet to a point, said point being the common corner of said Lot 2, Lot 3, Lot 4 and Lot 15, Block 2205; THENCE

(2) Along the dividing line of Lot 2 and Lot 15, Block 2205, North 17 degrees 18 minutes 00 seconds West, a distance of 35.02 feet to a point in the line dividing Lot 2 and Lot 1, Block 2205; THENCE

(3) Along said dividing line of Lot 2 and Lot 1, Block 2205, North 56 degrees 00 minutes 41 seconds East, a distance of 104.42 feet to a monument to be set in said westerly line of Harding Avenue; THENCE

(4) Along said southwesterly line of Harding Avenue, South 17 degrees 18 minutes 00 seconds East, a distance of 65.00 feet to the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Stewart Surveying & Engineering, LLC, Alfred A. Stewart, Jr., P.E., P.L.S., dated August 18, 2014.

FOR INFORMATION PURPOSES ONLY:

Premises: 39 Harding Avenue, Town of Dover
Morris County, NJ 07801 Block: 2205 Lot: 2

SCHEDULE C (continued)
Legal Description

Commitment No. TM14-11165

File #: TM14-11165

**SCHEDULE A
AMENDED LEGAL DESCRIPTION
TRACT IV**

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Town of Dover, in the County of Morris, State of NJ:

Known and designated as Lot 3 in Block 22-05 as set forth on a certain map entitled, "Final Plat for Harding Avenue Subdivision, Lot 1, Block 2205, Town of Dover, Morris County, N.J." situated in the Town of Dover, County of Morris, State of NJ, which map was filed in the Morris County Clerk's Office on December 23, 2013 as Map Book 8, Page 42.

BEGINNING at an iron bolt found in the westerly line of Harding Avenue (50' R.O.W.), said point being the easterly corner of Lot 3 and Lot 4, Block 2205 as shown on Filed Map Book 7, Page 32, said point lying North 17 degrees 18 minutes 00 seconds West, as distance of 250.00 feet from the intersection of said westerly line of Harding Avenue and the northerly line of Wilson Street (50' R.O.W.) and running; thence

(1) Leaving said westerly side of Harding Avenue, along the line dividing Lot 3 and Lot 4, Block 2205, South 72 degrees 42 minutes 00 seconds West, a distance of 100.00 feet to a pin and cap found at the common corner of Lot 3, Lot 4, Lot 13 and Lot 14, Block 2205 point; THENCE

(2) Along the dividing line of Lot 3 and Lot 14, Block 2205, North 17 degrees 18 minutes 00 seconds West, a distance of 50.00 feet to a point, said point being the common corner of Lot 2, Lot 3 and Lot 15, Block 2205; THENCE

(3) Along said dividing line of Lot 3 and Lot 2, Block 2205, North 72 degrees 42 minutes 00 seconds East, a distance of 100.00 feet to a point in said westerly line of Harding Avenue; THENCE

(4) Along said westerly line of Harding Avenue, South 17 degrees 18 minutes 00 seconds East, a distance of 50.00 feet to the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Stewart Surveying & Engineering, LLC, Alfred A. Stewart, Jr., P.E., P.L.S., dated August 18, 2014.

FOR INFORMATION PURPOSES ONLY:

Premises: Harding Avenue, Town of Dover
Morris County, NJ 07801 Block: 2205 Lot: 3

SCHEDULE C (continued)

Legal Description

Commitment No. TM14-11165

File #: TM14-11165

**SCHEDULE A
AMENDED LEGAL DESCRIPTION
TRACT II**

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Town of Dover, in the County of Morris, State of NJ:

Known and designated as Proposed Lot 1.02 in Block 22-05 as set forth on a certain map entitled, "Final Plat for Harding Avenue Subdivision, Lot 1, Block 2205, Town of Dover, Morris County, N.J." situated in the Town of Dover, County of Morris, State of NJ, which map was filed in the Morris County Clerk's Office on December 23, 2013 as Map Book 8, Page 42.

BEGINNING at a point in the southerly line of Harding Avenue (50' R.O.W.), said point being the northerly corner of Proposed Lot 1.01 and Proposed Lot 1.02, Block 2205 as shown on File Map Book 8, Page 42, said point lying 485.57 feet along various courses in a northerly direction from the intersection of the westerly line of Harding Avenue and the northerly line of Wilson Street (50' R.O.W.) and running; thence

(1) Leaving the southerly line of Harding Avenue, along the line dividing Proposed Lot 1.01 and Lot 2, Block 2205, South 17 degrees 18 minutes 00 seconds East, a distance of 10.36 feet to a pin and cap found in the line dividing Proposed Lot 1.02 and Lot 16, Block 2205; THENCE

(2) Along said dividing line of Proposed Lot 1.02 and Lot 16, Block 2205, South 72 degrees 42 minutes 00 seconds West, a distance of 115.09 feet to a concrete monument to be set in the easterly line of South Salem Street; THENCE

(3) Along said easterly line of South Salem Street, on a curve to the left having a radius of 1,033.00 feet, a length of 60.04 feet, a chord bearing of North 28 degrees 42 minutes 59 seconds West, a distance of 60.04 feet and an included angle of 03 degrees 19 minutes 49 seconds to a point of reverse curvature; THENCE

(4) Still along said easterly line of South Salem Street, on a curve to the right having a radius of 39.00 feet, a length of 16.58 feet, a chord bearing of North 18 degrees 10 minutes 50 seconds West, a chord distance of 16.46 feet and an included angle of 24 degrees 21 minutes 29 seconds to a concrete monument to be set in the dividing line of Proposed Lot 1.02, Block 2205 and Lot 2, Block 2204; THENCE

(5) Along said dividing line of Proposed Lot 1.02, Block 2205 and Lot 2, Block 2204, North 72 degrees 42 minutes 00 seconds East, a distance of 89.06 feet to a concrete monument to be set in said southerly line of Harding Avenue; THENCE

(6) Along said southerly line of Harding Avenue, on a curve to the left having a radius of 45.00 feet, a length of 89.27 feet, a chord bearing of South 47 degrees 44 minutes 25 seconds East, a chord distance of 75.33 feet and an included angle of 113 degrees 39 minutes 44 seconds to the point and place of BEGINNING.

The above description being drawn in accordance with a survey prepared by Stewart Surveying & Engineering, LLC, Alfred A. Stewart, Jr., P.E., P.L.S., dated August 18, 2014.

FOR INFORMATION PURPOSES ONLY:

Premises: Harding Avenue and South Salem Street, Town of Dover
Morris County, NJ 07801 Block: 2205 Part of Lot: 1(base lot) & Lot 17

15. HABITAT FOR HUMANITY, 23 MONMOUTH STREET

RESOLUTION OF FINDINGS AND CONCLUSIONS

**BOARD OF ADJUSTMENT
TOWN OF DOVER**

R E S O L U T I O N

WHEREAS, MORRIS HABITAT FOR HUMANITY, INC. has applied to the Board of Adjustment of the Town of Dover, for permission to construct a one family residence to replace a fire damaged two family residence on property located at 23 Monmouth Street and known as Block 1214, Lot 2, on the tax map of the Town of Dover, which premises are in an IND Zone; and

WHEREAS, the Board, after carefully considering the evidence presented by the Applicant and of the adjoining property owners and general public, has made the following factual findings:

1. The Applicant has provided the required written notice to property owners and, where required by law, those utilities that have requested written notice of applications. The Applicant has also provided proof of timely publication of the notice in a newspaper designated by the Town of Dover for publication of legal notices. Proof of payment of taxes was also presented. The Board, therefore, has jurisdiction to determine this matter.

2. The property in question is rectangular in shape with frontage of 36.25 feet along Monmouth Avenue to the south and with a depth of 100 feet. The lot has a gentle downward slope from south to north for the front half of the property, but slopes down more substantially in its rear half. Monmouth Street comes to a dead end in front of

a. Completed variance application.

b. Site Plan dated November 9, 2015 prepared by Alfred A. Stewart, Jr., PE, LS, of Stewart Surveying and Engineering, LLC, consisting of three (3) sheets as follows:

- (1) Sheet 1: Variance Map, Existing and Proposed Conditions, Zoning Chart, Revised December 28, 2015
- (2) Sheet 2: Soil Erosion and Sediment Control Plan
- (3) Sheet 3: Construction Details

c. Architectural Renderings dated June 17, 2015 prepared by Seth A. Leeb, AIA, consisting of seventeen (17) sheets as follows:

- (1) Sheet A-1: Building and Code Data and General Notes
- (2) Sheet A-2: Foundation Plans, Details and Notes
- (3) Sheet A-3: Foundation Plans
- (4) Sheets A-4 and A-5: Typical First Floor Plans
- (5) Sheet A-6: Typical Second Floor Plans
- (6) Sheets A-7 through A-10: Building Section and Elevations
- (7) Sheet A-11: Optional, Garage Section Elevations
- (8) Sheet A-12 and A-13: Optional, Garage Elevations
- (9) Sheet A-14: Porch Elevations
- (10) Sheet A-15: Electrical Plans and Notes
- (11) Sheet A-16: Electrical Plans, Plumbing Riser Diagram and Notes
- (12) Sheet A-17: Kitchen and Bathroom Plans and Elevations, Window Schedule, Details and Notes

d. Notice of Violation dated November 18, 2015 from the Dover

Code Enforcement Officer indicating that the existing structure on the property is “unfit for human occupancy.”

e. Letter report dated November 30, 2015 from Michael A. Hantson, PE, PP, CME, Town Engineer and Planner.

9. Testifying on behalf of the Applicant were Blair Bravo, Director of Operations of the Applicant, who provided the background of Morris Habitat for Humanity and its operation; Fred Stewart, Applicant’s licensed professional engineer, who described the site and its physical constraints as well as the compliance with the recommendation of the Town’s Engineer and Planner; and Bruce A. Katona, a licensed professional planner.

10. Ms. Bravo indicated that the purpose of Morris Habitat for Humanity is to provide low and moderate income housing to those families that fall into that economic cohort of the population. She noted that this non-profit organization focuses on properties that will permit the construction of modern, safe, adequately sized homes which can be purchased for substantially less than the normal market rate for such housing. This is accomplished through a variety of techniques, not the least of which is that much of the labor and effort that goes into the planning and construction of such homes is the result of volunteerism. The property would be deed-restricted in terms of a limitation on the sales price, residential ownership by low income families, and its being owner occupied for a period of thirty years. The Board notes that Applicant is a 501(c)3 not-for-profit corporation.

11. Mr. Stewart testified as to the engineering aspects of the application, the challenges that the property presents and Applicant’s willingness to comply with recommendations of the Town Engineer as set forth below.

12. Mr. Katona testified as to the planning aspects of the applications and specifically with regard to the "inherently beneficial" nature of the proposed construction in providing low and moderate income housing. The Board concurs with Mr. Katona's analysis and accordingly finds that Applicant has satisfied its burden of proof with regard to the positive criteria relative to the use variance.

13. The more problematic aspect of the application involves the extreme narrowness of the property coupled with the inability on the part of the Applicant to acquire additional useful land in order to make the parcel larger, and other physical constraints attendant to this property.

14. As originally proposed, Applicant proposed to place the house, a two and one-half story dwelling, on the easterly side of the property only one foot off the easterly sideline so as to have enough room on the westerly side of the property for a 10.17 foot wide driveway capable of accommodating two vehicles parked in tandem. However, Mr. Hantson indicated that such a location would require, under the 2015 International Residential Code, that the entire house be sprinklered and that the exterior wall have an outside fire rating of one hour. Moreover, the location on the easterly side of the property would result in no roof overhang on the easterly side of the house and no windows, doors or other openings on that side. Further, the load requirements of the foundation walls become problematical as well, due to the originally proposed location of the house on the easterly side of the property. Finally, having the driveway would also necessitate the prohibition of on-street parking along the adjacent westerly properties so as to provide enough roadway width to traverse Monmouth Avenue to gain access to the driveway. Paradoxically, Mr. Hantson noted in his report that eliminating such on-street

parking negates any benefit gained by the driveway off-street parking.

15. All of these issues are eliminated if the house were to be centered on the property, thereby eliminating the driveway, but thereby also eliminating the off-street parking required by the ordinance and necessitating the additional variance.

16. Accordingly, Mr. Hantson advised, and the Board concurs, that variance relief from the off-street parking requirement be granted. Such a variance is justified not only as an alleviation of hardships incident to the property, but also because it advances purposes of zoning as articulated in N.J.S.A. 40:55D-2a ("to promote the general welfare"), and 2h ("to encourage the location and design of transportation routes which will promote the free flow of traffic..."). In this regard, Mr. Hantson also noted that the previous two family home on the property had no off-street parking and the location of the newly proposed one-family home centered on the lot will actually be an improvement over what was previously on the property from a parking and traffic standpoint.

17. Mr. Hantson also reminded the Board that Dover's Ordinance permits two parking permits per dwelling unit for each residence on Monmouth Avenue, which are valid between the hours of 5:00 a.m. to 5:00 p.m. Therefore, the proposed house in the middle of the lot will still have access to parking.

18. Accordingly, the Board finds that Applicant has met its burden of proof with regard to the positive criteria relative to the variance to eliminate on site off street parking and to approve development of the property as set forth on the revised sheet 1 (dated December 28, 2015) of the Site Plan.

WHEREAS, the Board has determined that the relief requested by the applicant can be granted without substantial detriment to the public good and without

substantially impairing the intent and purpose of the zone plan and zoning ordinance of the Town of Dover for the following reasons:

1. Under the Sica balancing test to be applied in use variance applications where the proposed use is inherently beneficial, the Board has identified the possible negative effects of the proposal and finds that Applicant has effectively dealt with them in the revised location of the house on the property.

2. The proposed development will eliminate an unsafe eyesore and replace it with new, safe, modern housing that will be made available to low and moderate income residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the Town of Dover on this 10th day of February, 2016, that the application of **MORRIS HABITAT FOR HUMANITY, INC.** be granted subject however to the following conditions.

1. Applicant shall comply with all applicable building codes in the construction of the addition and he shall obtain all necessary permits including construction permits and certificate of occupancy.

2. The within approval is conditioned upon the Applicant making payment in full of all sums due or to grow due on account of review and processing fees within twenty (20) days of the date of being billed for same by the administrative officer. No Certificate of Occupancy shall be issued until such fees have been paid in full. In the event that Applicant fails or refuses to pay such fees, the Board of Adjustment reserves the right to declare the within resolution of memorialization and any relief granted pursuant hereto to be null, void and of no further effect.

3. The house shall be constructed in accordance with the plans

submitted and the terms and provisions of the within resolution.

4. Applicant shall impose deed restrictions on the use of the property reflecting that it shall be owner occupied affordable housing for a period of thirty (30) years from the date of completion of construction. All deeds of conveyance shall include language to this effect or shall have the within resolution attached to such deeds.

5. The Applicant shall be bound to comply with the representations made before this Board by the Applicant at the public hearing and the same are incorporated herein and are representations upon which this Board has relied in granting the approval set forth herein and shall be enforceable as if those representations were made conditions of this approval.



Charles Franco, Chairman

On motion of:

Seconded by:

The vote on the Resolution was as follows:

AYES:

NAYS:

ABSTAINING:

ABSENT:

I certify that the above Resolution is a true copy of a Resolution adopted by the Board of Adjustment on February 10, 2016.

16. PENNROSE PROPERTIES VETERANS HOUSING

REDEVELOPMENT PARCEL P-1 REDEVELOPMENT PLAN

Block 1219, Lots 1 and 2

Morris County, New Jersey

Town of Dover

May 31, 2016

DRAFT

REDEVELOPMENT PLAN

REDEVELOPMENT PARCEL P-1

Block 1219, Lots 1 and 2



Town of Dover

Morris County, New Jersey

PREPARED BY:



A handwritten signature in black ink that reads 'John Madden'.

John Madden, PP #33LI00145200, AICP

A handwritten signature in black ink that reads 'David G. Roberts'.

David G. Roberts, PP #33LI00308100, AICP, LLA,



Recommended by the Planning Board

May 25, 2016

Adopted by the Board of Aldermen

June 28, 2016

I.	INTRODUCTION	3
	REQUIRED PLAN COMPONENTS	3
II.	REDEVELOPMENT PLAN AREA	4
III.	THE REDEVELOPMENT PLAN FOR BLOCK 1219, LOTS 1 AND 2	7
	ZONING	7
	PLAN RELATIONSHIP TO ZONING	8
IV.	PLAN GOALS & VISION.....	10
	GOALS OF REDEVELOPMENT	10
	VISION	10
V.	RELATIONSHIP TO LOCAL OBJECTIVES.....	10
VI.	RELATIONSHIP TO OTHER PLANS	10
	PLANS OF ADJACENT COMMUNITIES.....	10
VII.	REDEVELOPMENT PLAN PROVISIONS AND PROCEDURES.	10
	GENERAL PROVISIONS	10
VIII.	RELATIONSHIP TO ZONING	12
	ZONING PROVISIONS	12
	ZONING MAP REVISION	13
VIII.	AMENDMENTS & DURATION.....	13
	AMENDMENTS TO THE REDEVELOPMENT PLAN.....	13
	RECOMMENDATIONS FOR REDEVELOPMENT AGREEMENT PROVISIONS	13
	CERTIFICATES OF COMPLETION & COMPLIANCE	13
	SEVERABILITY.....	13
	SELECTION OF REDEVELOPER(S)	14
APPENDIX A	15
	2005 DESIGNATION OF TOWN OF DOVER AS AN AREA IN NEED OF REHABILITATION.....	15

APPENDIX B: ORDINANCE NO. 15-2016	
ADOPTION OF P-1 REDEVELOPMENT PLAN	16

I. INTRODUCTION

This report presents a redevelopment plan for Block 1219, Lots 1 and 2; a 1.183 acre area bounded by Prospect Street, Chestnut Street and Thompson Avenue. This redevelopment plan would act as an overlay in order to reconcile the Downtown Form Based Code for Zone D4 (South Downtown) with the specific plan for Redevelopment Parcel P-1 as set forth in the Downtown Redevelopment RFP from which Pennrose, Inc. was selected as the designated redeveloper for Redevelopment Parcels P-1 and P-3.

The statutory basis for the Redevelopment Plan for Block 1219, Lots 1 and 2 designation by the Dover Town Governing Body of all land within the municipal boundaries of the Town of Dover as an "Area in Need of Rehabilitation" pursuant to the Local Redevelopment and Housing Law (hereafter "LRHL").

In accordance with Section 15 of the LRHL (N.J.S.A. 40A:12A-1 et. seq.), a municipality may proceed with a redevelopment project in an "Area in Need of Rehabilitation" upon adoption of a Redevelopment Plan adopted pursuant to the provisions of Section 7 of the LRHL.

In implementing an adopted redevelopment plan for a Rehabilitation Area, the Town of Dover may perform any of the actions allowed by Section 8 of the redevelopment statute (Effectuation of Redevelopment Plan) **except**, the Town of Dover shall not have the power to take or acquire property by condemnation in furtherance of a redevelopment plan.

The Town's Governing Body adopted a Resolution on August 9, 2006 declaring all land within the municipal boundaries of the Town of Dover as meeting the statutory criteria for designation as an "Area in Need of Rehabilitation" as defined in the LRHL.

This declaration was based on the fact that more than 50 percent of the housing stock is at least 50 years old, and the majority of the water and sewer infrastructure is at least 50 years old and is in need of repair or substantial maintenance (a copy of the resolution designating the Town of Dover as an "Area in Need of Rehabilitation" is included as Appendix A).

The Plan has been prepared to guide the revitalization and redevelopment of Block 1219, Lots 1 and 2 and is intended to meet the requirements of Section 7 and Section 14 of the LRHL.

This Redevelopment Parcel P-1 Redevelopment Plan for Block 1219, Lots 1 and 2 is essentially a master plan with "teeth" for these properties – a planning document that merges the vision of a master plan with the authority of a zoning ordinance. The required components of a Redevelopment Plan are described in the following section.

REQUIRED PLAN COMPONENTS

This document has been prepared in accordance with Section 40A:12A-7a of the Local Redevelopment Housing Law which requires redevelopment plans to include an outline for the planning, development, redevelopment or rehabilitation of the designated area. Specifically:

1. The Redevelopment Plan's relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements. (See Chapter V.)
2. Proposed land uses and building requirements in the project area. (See Chapter VII.)

3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market. (See Chapter VII.)
4. An identification of any property within the area, which is proposed to be acquired in accordance with the redevelopment plan. (See Chapter VII.)
5. Any significant relationship of the redevelopment plan to the master plans of contiguous municipalities; the master plan of the county in which the municipality is located; and the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act", P.L. 1985, c.398 (C.52:18A-196 et al.). (See Chapter VI.)
6. Description of the plan's relationship to pertinent municipal development regulations as defined in the Municipal Land Use Law (MLUL). The plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the study area. (See Chapter II.)
7. All provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan. (See Chapter V, Conclusion.)

II. REDEVELOPMENT PLAN AREA

The Redevelopment Plan Area consists of two tax lots as follows:

- Block 1219, Lot 1
- Block 1219, Lot 2

These two parcels comprise 1.183 acres. The first is Block 1219, Lot 1, a .1377 acre (6,000 square feet) lot located at the corner of Prospect and Chestnut Streets. It contains a privately owned two-story single-family detached residential dwelling built in 1890. Figure 1 shows a photograph of this residential structure facing Prospect Street.

Figure 1: Photograph of Residential Unit on Lot 1



The second lot is Block 1219, Lot 2, a 1.320 acre parcel with frontages on Thompson Avenue and Chestnut and Prospect Streets. This parcel is known as Public Parking Lot "D", is owned by the Town of Dover Parking Authority. It currently provides 181 surface parking spaces for the public. Figure 2 shows the redevelopment plan area on an aerial photograph and the extensive amount of area devoted to surface parking. Lot 2 has an assessed land value of \$220,900 and an improvement value of \$37,900. A 5.8 to 1 land value over the property's improvement value is an indication that the property would support a higher market value, particularly in proximity to mass transit and the Town's commercial core.

Figure 3: Pennrose Concept Plan for Redevelopment Alternate Plan #1

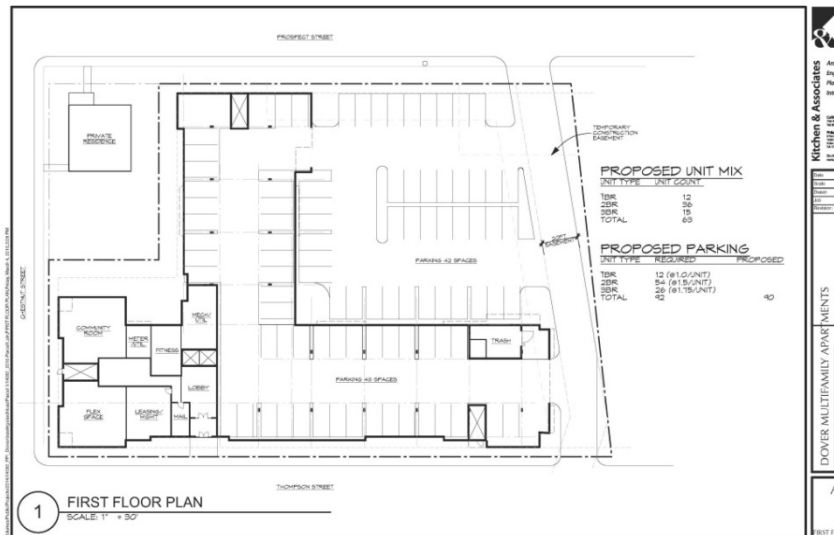
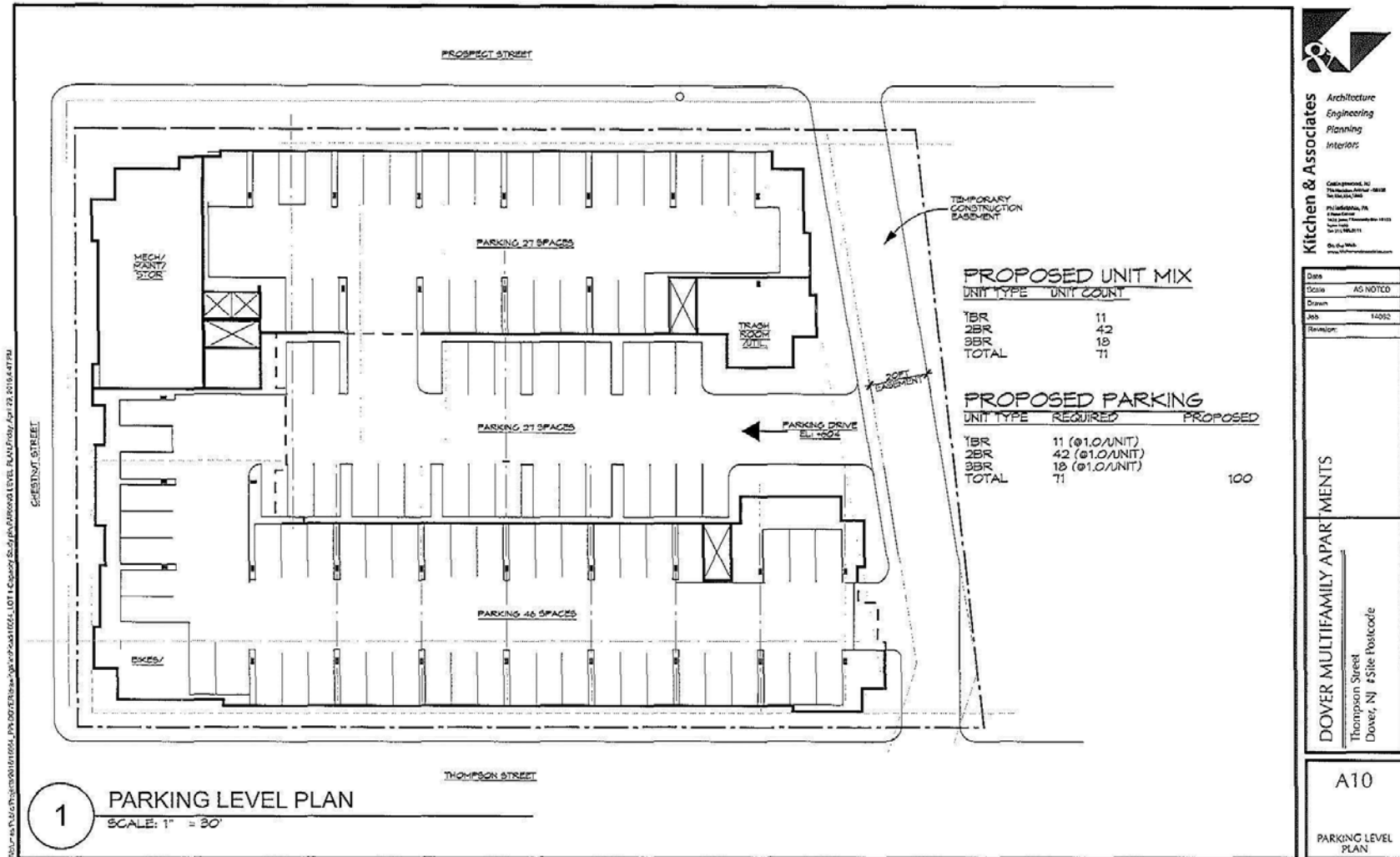


Figure 2: Location of Study Area

Figure 4: Architectural Rendering of Planned Multi-Family Building for Alternative Plan #1



Figure 5: Pennrose Concept Plan for Redevelopment Alternative Plan #2



III. THE REDEVELOPMENT PLAN FOR BLOCK 1219, LOTS 1 AND 2

The Alternate #1 Redevelopment Plan on Figure 3 proposes to replace the existing 181 public parking spaces on Lot "D" with a mid-rise multi-family apartment building. Alternate Redevelopment Plan #2 includes the lot currently occupied by the existing single-family detached dwelling unit on the corner of Chestnut and Prospect Streets. This lot can continue as is or choose redevelopment for a use permitted in the D4 South Downtown District. All of the building's dwelling units will be set aside as affordable housing units with the intention of renting to Veterans. It is expected that LIH Tax Credit funds will support the affordable housing project.

The main feature of the Alternate #1 Redevelopment Plan will be an 86,000 square foot four-story multi-family building with three floors of residential apartments above parking on the first floor. The building will accommodate up to a maximum of 70 apartments whose average unit size would be 707 square feet. Figure 4 shows a preliminary rendering of the multi-family building.

6,500 square feet of the building will consist of a lobby, community room, laundry room, flex space and leasing office. An adjacent outdoor play area of approximately 1,200 square feet will be provided.

Based on concept plans for the site provided by the designated redeveloper, this Plan anticipates that there will be a total of approximately 90 off-street parking spaces of which approximately 48 will be provided under the upper residential floors. The remaining 52 off-street parking spaces will consist of surface parking.

The residential portion of the building will occupy 180 feet of frontage on Thompson Avenue and 65 feet or about 30 percent of the Prospect Street frontage. The main entry and common area section of this building at the corner of Chestnut Street and Thompson Avenue will occupy about 90 feet of the frontage on both streets. The combination of the residential and common area sections of the building will form a continuous street wall along Thompson Avenue.

Alternate Redevelopment Plan #2 has Lot 1 merged with Lot 2. Figure 5 shows the redevelopment plan for the assembled parcel with a total of 71 apartments in a mid-rise building fronting entirely on Chestnut, Prospect and Thompson Streets. A total of 100 off-street parking spaces include 73 ground floor spaces under the building and 27 open air surface spaces. At the corner of Chestnut and Prospect Streets, the building will feature the same common facilities as Alternative #1 except for the outdoor play area. Under all Redevelopment Plans, shared parking arrangement will be established by the Town to serve both the needs of the residents and the public during weekdays. Forty (40) off-street parking spaces in the Redevelopment Area will be available full-time for the public Monday through Friday between the hours of 8:00 a.m. to 6:00 p.m. The remainder of the parking spaces will be for apartment residents only. During the evening hours of 6:00 p.m. to 8:00 a.m., all of the parking spaces will be reserved for the residential development.

ZONING

The zoning (Section 236-17) is the Form Based Code adopted in October 2006 which established the Downtown District as four Zones, with the D4 (South Downtown Zone) covering the rear portions of the blocks between Blackwell Street and the

rail line, as well as the surface parking lots on the south side of the rail line. The Form Based Code consists of nine regulation provisions which are as follows:

1. District Regulating Map 1 – Designated Districts
2. District Regulating Map 2 – Civic Spaces and Public/Quasi-Public Overlays
3. Downtown Districts
4. Height Regulating Map
5. Building Types
6. Frontage Types
7. General Regulations for Downtown Districts
8. Architectural Standards

PLAN RELATIONSHIP TO ZONING

The Redevelopment Plan for Block 1219, Lots 1 and 2 constitutes an overlay to the existing D4 Zone in the Downtown Dover Form Based Code. The plan intention is to conform to the permitted uses and other standards for the D4 Zone. The Redevelopment Plan will permit deviations from D4 standards regulating sideyard setback, building size, residential unit size, number of parking spaces, parking configuration, and maximum distance between building entries. These deviations are further described below.

These minor changes to the D4 Zone will enable the redevelopment of Redevelopment Parcel P-1 in a manner that will support the redevelopment of the other Redevelopment Parcels (P-2 through P-7) and provide an important component of the Town's Housing Element and Fair Share Plan.

This section will examine the relationship of the Redevelopment Plan and The Form Based Code for the D4 (South Downtown

Zone). The deviations to the Code are identified and the rationale for the deviations will be explained.

District Purpose/Goals

"To operate new multi-family residential housing close to the train station" (Page 17 Code). This Redevelopment Plan advances this Goal.

District Regulations

- **District Regulating Map 1 – Designated Districts**
Complies, property is within the D4 South Downtown District
- **District Regulating Map 2 – Civic Spaces, Public (Parking) Quasi-Public**
Complies, none required on this property
- **District Regulating Map 3 – Building Heights**
Complies, within maximum building height of six stories and 75 feet
- **District Regulating Map 4 – Street Types**
 - Complies, Thompson and Prospect Street meet Avenue "B" requirements.
 - There are no requirements for Chestnut Street
- **Building Types**
 - Complies, multi-family building permitted, west of Orchard Street;
 - No other uses permitted on any floor in a multi-family building;
 - Complies with (a) setbacks except for 25 foot maximum side yard for access and landscaping.
 - **This Redevelopment Plan will permit a Side Yard Setback minimum of Ten Feet**

or permit the substituting of a decorative steel fence, as approved by the Planning Board.

- Complies with (b) building height;
- Does not comply with (c) building size. The building on Thompson Ave. exceeds the maximum width of 150 feet.
 - **This Redevelopment Plan will permit the entire building to measure 285 feet along all frontages.**
- The building size regulation requires a building frontage at the build-to-line of 90% of lot frontage.
 - **The Redevelopment Plan Will Permit the Entire Building Width to Occupy the Entire Frontage on all streets. For buildings exceeding a width or length of 150 feet, architectural elements such as wall offsets or projections such as balconies, canopied, bay windows and recesses, shall be used to provide visual breaks in the building façade and massing.**
- Complies with Building Depth.
 - **The Redevelopment Plan will permit 55% or less of the parking in a front yard where a property has three street frontages.**
 - Under Alternative Redevelopment Plan #1, 43% of the off-street parking is under habitable space but this Redevelopment Plan will permit up to 55% of the parking to be surface parking not in the rear of the building where there are three street frontages.
- Complies with Maximum Building Encroachments in D4 Regulations.
 - This Redevelopment Plan deviated from Form Based Code Zone D4 Regulation

#2 requiring maximum distance between street level building entries be 25-35 feet. **Because of internalized parking at the street level, the Maximum Distance Between Entries or other appropriate architectural elements is permitted to be 135 Feet**

- **Allowable Frontage Types**

Complies

- **Street Type**

Complies

- **Architectural Standards**

Complies

- **Sustainability**

Complies

- **Streetscape**

Complies

- **Parking**

- The D4 District requires 1 space/1 bedroom; 1.5 spaces/2 bedrooms and 1.75 spaces/3 bedrooms. **For the purposes of this Redevelopment Plan the parking requirement shall be 1 parking space per dwelling unit, but a shared parking arrangement would allow public use of 40 parking spaces in the redevelopment project Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. All off-street parking spaces would be reserved for the residential development on Saturday and Sunday and on weekdays between the hours of 6:00 p.m. to 8:00 a.m.**

IV. PLAN GOALS & VISION

This chapter provides goals specific for the Redevelopment Area as well as a vision statement.

GOALS OF REDEVELOPMENT

The Redevelopment Plan for Block 1219, Lots 1 and 2 meet the following goals of redevelopment:

- To create opportunities within the downtown for retail, office, restaurants and upper floor residential uses.
- To create development that capitalizes on its proximity to the train station.
- To create new multi-family residential housing close to the train station.
- To create compact, pedestrian-friendly development.

VISION

In the year 2024, this surface parking lot has been transformed from an underutilized parking area to a multi-family building in proximity to the downtown business district with affordable units geared toward military veterans.

V. RELATIONSHIP TO LOCAL OBJECTIVES

This Redevelopment Plan conforms to the goals of the 2006 Transit-Oriented Development Plan for new development in Sub-Area 2 which are applicable to Block 1219, Lots 1 and 2.

The Redevelopment Plan will advance the goals of the 2007 Master Plan.

VI. RELATIONSHIP TO OTHER PLANS

PLANS OF ADJACENT COMMUNITIES

Redevelopment Plan is consistent with the planning goals and policies of adjacent communities, Morris County and the New Jersey State Plan. The Redevelopment Plan area is only slightly more than an acre in size and is not close to any of the adjoining municipalities of Wharton, Randolph, Rockaway or Victory Gardens.

VII. REDEVELOPMENT PLAN PROVISIONS AND PROCEDURES

This chapter of the Redevelopment Plan provides the general provisions, including review process.

GENERAL PROVISIONS

RELOCATION

There is one structure within Sub-Area 2. As there is no use of eminent domain authorized in the redevelopment area designation, it is anticipated that the relocation of the residential tenants will be addressed as part of the sale of the property to the redeveloper. Therefore, no relocation assistance is necessitated by the Redevelopment Parcel P-1 Redevelopment Plan.

PROPERTIES TO BE ACQUIRED

This Redevelopment Plan intends to encourage a developer to acquire Block 1219, Lot 1. However, the Town owns Block 1219,

Lot 2 and will convey the lot to the designated redeveloper to facilitate the redevelopment project addressed by this Redevelopment Plan. The Town of Dover can use all the powers provided under the Redevelopment Plan for use in an area in need of rehabilitation excluding the power of Eminent Domain. Therefore, no private property is identified for acquisition other than through private sale between a willing buyer and seller.

WAIVERS FROM REDEVELOPMENT PLAN REQUIREMENTS

Variation from one or more of the specific development requirements set forth in this Redevelopment Plan may be necessary in certain circumstances for the effective redevelopment of the Redevelopment Area, or to meet state or federal permit requirements. In such an instance, the Dover Planning Board may waive specific bulk, parking or design requirements, provided the designated redeveloper demonstrates that such waiver is necessary for the feasibility of the project, will not substantially impair the intent of the Redevelopment Plan and will not present any detriment to the public health, safety and welfare.

REVIEW PROCEDURES

The review procedures for this Redevelopment Parcel P-1 Redevelopment Plan are as follows:

- The Mayor and Board of Aldermen, acting as the Redevelopment Entity, shall be provided with plans for all proposed redevelopment projects within the Redevelopment Area governed by this Redevelopment Plan to ensure that such project(s) is consistent with the

Redevelopment Plan and relevant redeveloper agreement(s). The Redevelopment Entity may provide comments to the Planning Board on waivers as part of their review. Such review shall occur prior to the submission of the redevelopment project(s) to the Planning Board for site plan approval. The Redevelopment Entity may waive or defer the requirements of this Section of the Plan in the public interest if necessary to meet financing deadlines for the project.

- As part of its review, the Redevelopment Entity may require the redeveloper(s) to submit proposed site plan applications to a subcommittee of the Redevelopment Entity prior to the submission of such applications to the Planning Board. Such Committee may include members of the Redevelopment Entity and any other members and/or professionals as determined necessary and appropriate by the Redevelopment Entity. Such Committee shall make its recommendations to the full Redevelopment Entity for formal authorization to proceed to the Planning Board for development approval.
- In undertaking its review, the Redevelopment Entity shall determine whether the proposal is consistent with this Redevelopment Plan and relevant redeveloper agreement(s). In addition, the review may address the site and building design elements of the project to ensure that the project adequately addresses the goals and objectives of the plan. Because of the components of the potential project that include three and four bedroom apartment units, it is required that a Fiscal Impact be reviewed and approved by the

Redevelopment Entity either as part of a redevelopment agreement or prior to the application to the Planning Board for Site Plan Approval.

- Following this determination, all development applications shall be submitted to the Dover Planning Board through the normal site plan and subdivision procedures as outlined in N.J.S.A. 40:55-1 et seq. and the Town of Dover Land Use Code.
- The Planning Board shall deem any application for redevelopment subject to this Redevelopment Plan incomplete if the applicant has not been designated as the redeveloper by the Redevelopment Entity. Additionally, the Planning Board shall deem any application for redevelopment subject to this Redevelopment Plan incomplete if the applicant has not received approval or a waiver/deferral of review from the Redevelopment Entity or any committee that it may designate for such purpose, stating that the application is consistent with the Redevelopment Plan and an executed redevelopment agreement.

The Board of Adjustment shall not grant any variances from the use provisions of this Redevelopment Plan. Any proposed changes to the Redevelopment Plan involving specific permitted or conditionally permitted land uses shall be in the form of an amendment to the Redevelopment Plan adopted by the Mayor and Board of Aldermen, in accordance with the procedures set forth in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

VIII. RELATIONSHIP TO ZONING

ZONING PROVISIONS

EFFECT OF PLAN

The Redevelopment Plan for Block 1219, Lots 1 and 2:

- Constitutes an overlay to the existing zoning the Redevelopment Plan Area (Redevelopment Parcel P-1). The underlying D4 Zone shall continue to control and act as the primary zoning designation for the Redevelopment Plan Area.

TERMS & DEFINITIONS

Any terms or definitions not addressed within this Redevelopment Plan shall rely on the applicable terms and conditions set forth in Chapter 236, Land Use and Development, of the Town of Dover.

OTHER APPLICABLE DESIGN & PERFORMANCE STANDARDS

Any design or performance standards not addressed within this Redevelopment Plan shall rely on the applicable design and performance standards set forth in Chapter 236, Land Use and Development, of the Town of Dover.

CONFLICT

Any word, phrase, clause, section or provision of this plan, found by a court and other jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, section or provision shall

be deemed servable and the remainder of the Redevelopment Plan shall remain in full force and effect.

ZONING MAP REVISION

Because this Redevelopment Plan constitutes an overlay for Sub-Area 2 and does not supersede the underlying zone, the Official Zoning Map of the Town of Dover is not required to be amended.

VIII. AMENDMENTS & DURATION

AMENDMENTS TO THE REDEVELOPMENT PLAN

This plan may be amended from time to time in accordance with the procedures of the LRHL. To the extent that any such amendment materially affects the terms and conditions of duly executed redevelopment agreements between one or more redevelopers and the Town of Dover, the provisions of the redevelopment plan amendment will be contingent upon the amendment of the redeveloper agreement to provide for the plan amendment.

RECOMMENDATIONS FOR REDEVELOPMENT AGREEMENT PROVISIONS

While this Redevelopment Plan provides an outline for the redevelopment of the three sub-areas, the details of how the redevelopment will be implemented will need to be specified in a redevelopment agreement that is negotiated between the Town and the redeveloper(s). No development shall proceed to the Dover Planning Board for subdivision or site plan approval until after a redevelopment agreement is executed by the Town of Dover in accordance with Section 9

of the Local Redevelopment and Housing Law. The Dover Board of Aldermen, acting as the Redevelopment Entity, may waive the requirement of a redevelopment agreement prior to site plan approval in circumstances that are in the public interest or where the financing of the redevelopment project is impacted.

CERTIFICATES OF COMPLETION & COMPLIANCE

Upon the inspection and verification by the Mayor and Board of Aldermen that the redevelopment of a parcel subject to a redeveloper agreement has been completed, a Certificate of Completion and Compliance will be issued to the redeveloper and such parcel will be deemed no longer in need of redevelopment.

This Redevelopment Plan will remain in effect until Certificates of Completion have been issued for the designated Area In Need of Redevelopment, or until the Redevelopment Plan is deemed no longer necessary for the public interest and repealed by Ordinance of the Mayor and Board of Aldermen.

SEVERABILITY

The provisions of this Redevelopment Plan are subject to approval by Ordinance. If a Court of competent jurisdiction finds any word, phrase, clause, section or provision of this Redevelopment Plan to be invalid, illegal or unconstitutional, the word, phrase, clause, section or provision shall be deemed severable and the remainder of the Redevelopment Plan and implementing Ordinance shall remain in full force and effect.

SELECTION OF REDEVELOPER(S)

Pennrose, Inc. was selected by the Town of Dover to redevelop Redevelopment Parcels P-1 and P-3 as part of review of redeveloper responses to a Request for Proposals. Should a redevelopment agreement not be successfully executed with Pennrose, the Mayor and Board of Aldermen, acting as the Redevelopment Entity may, at any time, proactively solicit other potential redevelopers by utilizing appropriate methods of advertisement and other forms of communication, or may, in its discretion, entertain an unsolicited proposal from a prospective redeveloper(s) for redevelopment of the Redevelopment Plan Area.

The following provisions regarding redevelopment are hereby included in connection with the implementation of this Redevelopment Plan and the selection of a redeveloper(s) for any property included in the Redevelopment Plan and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations to the contrary:

1. The redeveloper, its successor or assigns shall develop the property in accordance with the uses and building requirements specified in the Redevelopment Plan.
2. Until the required improvements are completed and a Certificate of Completion is issued by the Redevelopment Entity, the redeveloper covenants provided for in N.J.S.A. 40A:12A-9 and imposed in any redeveloper agreement, lease, deed or other instrument shall remain in full force and effect.

3. The redevelopment agreement(s) shall contain provisions to assure the timely construction of the redevelopment project, the qualifications, financial capability and financial guarantees of the redeveloper(s) and any other provisions to assure the successful completion of the project.
4. The designated redeveloper(s) shall be responsible for any installation or upgrade of infrastructure related to their project whether on-site or off-site. Infrastructure items include, but are not limited to gas, electric, water, sanitary and storm sewers, telecommunications, recreation or open space, streets, curbs, sidewalks, street lighting and street trees or other improvements. The extent of the designated redeveloper's responsibility will be outlined in the redeveloper's agreements with the Town. All utilities shall be placed underground.
5. All infrastructure improvements shall comply with applicable local, state and federal law and regulations, including the Americans with Disabilities Act and the Prevailing Wage Law, where applicable.

In addition to the provision of the infrastructure items set forth herein, the Redevelopment Agreement may provide that the redeveloper(s) will agree to provide amenities, benefits, fees and payments in addition to those authorized under the Municipal Land Use Law.

APPENDIX A

2005 DESIGNATION OF TOWN OF DOVER AS AN AREA IN NEED OF REHABILITATION

RESOLUTION DESIGNATING THE TOWN OF DOVER AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Town of Dover has a significant aging housing stock; and

WHEREAS, the water and sewer system of the Town of Dover is aging and in need of repair or substantial maintenance; and

WHEREAS, the Town Engineer and Planner has prepared a report of findings in a memo dated June 22, 2005, indicating that more than half the housing stock in the Town of Dover is at least 50 years old and the majority of the water and sewer infrastructure is at least 50 years old and is need of repair or substantial maintenance and

WHEREAS, the Economic Development Committee of the Mayor and Board of Aldermen has investigated a number of areas in the Town for redevelopment or rehabilitation; and

WHEREAS, the Economic Development Committee of the Mayor and Board of Aldermen has received a report commissioned by them prepared by David Roberts, PP recommending consideration by the Mayor and Board of Aldermen of designating the Town as an Area in Need of Rehabilitation; and

WHEREAS, NJSA 40A:12A-14.a sets forth criteria that must be met in order for a delineated area to qualify as an "Area in Need of Rehabilitation"; and

WHEREAS, criteria number 2 of said statute has been determined to have been satisfied by the above noted report of the Town Engineer and Planner with respect to both the age of the housing stock and the age of the water and sewer systems; and

WHEREAS, it is believed that a program of rehabilitation can be expected to prevent further deterioration and help promote the overall development of the Town of Dover; and

WHEREAS, the Mayor and Board of Aldermen have referred this resolution prior to adoption to the Planning Board for review and comment as required by law;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Alderman of the Town of Dover that all land within the municipal boundaries of the Town of Dover are hereby designated as an "Area in Need of Rehabilitation."

BE IT FURTHER RESOLVED that the Redevelopment Entity of the Town of Dover shall investigate the need for the preparation of Redevelopment Plans at appropriate locations in the Town of Dover and recommend same to the Governing Body.

Adopted: 8/7/2005

Attest: 
Paul C. McDougall, Town Clerk


Javier Marin, Mayor

APPENDIX B: ORDINANCE NO. 15-2016 ADOPTION OF P-1 REDEVELOPMENT PLAN



TOWN OF DOVER MAYOR AND BOARD OF ALDERMEN

ORDINANCE NO. 15-2016

AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF DOVER, COUNTY OF MORRIS AND THE STATE OF NEW JERSEY ADOPTING REDEVELOPMENT PARCEL P-1, REDEVELOPMENT PLAN, BLOCK 1219, LOTS 1 AND 2 PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW N.J.S.A. 40A:12A-1 ET. SEQ.

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment or rehabilitation and improvement of areas in need of rehabilitation; and

WHEREAS, on August 9, 2005, the Mayor and Board of Alderman adopted a Resolution designating all land within the Town of Dover an "Area in Need of Rehabilitation" pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "Redevelopment Law"); and

WHEREAS, the Mayor and Board of Alderman directed the preparation of a Redevelopment Plan for Block 1219, Lots 1 and 2, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7; and

WHEREAS, the Mayor and Board of Alderman retained the services of David Roberts, AICP, PP, LLA, RLA of Maser Consulting, P.A., a professional engineering, planning and design firm ("Maser") to assist in preparing a Redevelopment Plan; and

WHEREAS, Maser prepared a Redevelopment Plan entitled "Redevelopment Parcel P-1, Redevelopment Plan, Block 1219, Lots 1 and 2," dated May 31, 2016 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan was prepared in accordance with N.J.S.A. 40A:12A-7a; and

WHEREAS, the Planning Board, has reviewed said Redevelopment Plan and has determined that it is substantially consistent with the Town of Dover Master Plan, the Master Plan of the County of Morris, and the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act", P.L. 1985, c.398 (C.52:18A-196 et al.)

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the Town of Dover, County of Morris and State of New Jersey as follows:

1. Purpose & Intent; Background.

The purpose and intent of this Ordinance is to adopt by reference the Redevelopment Plan as prepared by Maser entitled "Redevelopment Parcel P-1, Redevelopment Plan,

Block 1219, Lots 1 and 2," dated May 31, 2016. This Ordinance is adopted under the authority of the Act. This Ordinance and the Redevelopment Plan, involve the properties located at Block 1219, Lots 1 and 2; on the Tax Map of the Town of Dover in conformance with the requirements of N.J.S.A. 40A:12A-7.

2. Adoption of Redevelopment Plan.

The Mayor and Board of Aldermen hereby adopt by reference, and incorporates the same herein as if set forth at length, the "Redevelopment Parcel P-1, Redevelopment Plan, Block 1219, Lots 1 and 2," dated May 31, 2016. In adopting said Redevelopment Plan, the governing body hereby declares and determines that said Redevelopment Plan meets the criteria, guidelines and conditions set forth at N.J.S.A. 40A:12A-7; provides realistic opportunities for redevelopment in said Area in Need of Rehabilitation; and is otherwise in conformance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A.: 40A:12A-1 et. seq. The Mayor and Board of Aldermen further find and determine that said Redevelopment Plan effectuates the objectives of the Town of Dover's Master Plan.

3. If any section or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any other part thereof.
4. All ordinances or parts of ordinances heretofore adopted that are inconsistent with the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
5. This Ordinance shall become final upon adoption and publication in the manner prescribed by law.

ATTEST:

Margaret J. Verga, Municipal Clerk

James P. Dodd, Mayor

Introduced: 06/14/2016

Adopted:

17. Town of Dover Development Fee Ordinance #20-2005 &
December 2005 COAH Development Fee Ordinance
Approval Letter

Ordinance No. 20-2005

An ordinance of the Mayor and Board of Alderman of the Town of Dover, County of Morris and the State of New Jersey amending Chapter 236, LAND USE AND DEVELOPMENT.

BE IT ORDAINED by the Mayor and Board of Alderman of the Town of Dover, County of Morris and state of New Jersey as follows:

Section 1

Chapter 236, Land Use and Development is supplemented with the addition of Article VA – Development Fees, as follows:

ARTICLE VA Development Fees

§ 236-63.1. Findings; purpose.

- A. In Holmdel Builder's Ass'n. v. Holmdel Town, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to COAH developing rules.
- B. The purpose of this article is to establish standards for the collection, maintenance and expenditure of development fees to be used for the sole purpose of providing low- and moderate-income housing opportunities and assistance, which are consistent with regulations adopted by the New Jersey Council on Affordable Housing, as set forth in N.J.A.C. 5:94-6.1 et. seq.
- C. This article shall be interpreted within the framework of COAH's rules on development fees.

§ 236-63.2. Definitions.

As used in this article, the following terms shall have the meanings indicated:

COAH — The New Jersey Council on Affordable Housing.

DEVELOPMENT FEES — Money paid by an individual, person, partnership, association, company or corporation for the improvement of property as permitted in COAH's rules.

EQUALIZED ASSESSED VALUE — The value of a property determined by the Municipal Tax Assessor through a process designed to ensure that all property in the municipality is assessed at the same assessment ratio or ratios required by law. Estimates at the time of building permit may be obtained by the Tax Assessor utilizing estimates for

construction costs. Final equalized assessed value will be determined at project completion by the Municipal Tax Assessor.

JUDGMENT OF REPOSE — A judgment issued by the Superior Court approving a municipality's plan to satisfy its fair share obligation.

SUBSTANTIVE CERTIFICATION — A determination by the Council approving a municipality's housing element and fair share plan in accordance with the provisions of the Act Editor's Note: N.J.S.A. 52:27D-301 et seq. and the rules and criteria as set forth herein. A grant of substantive certification shall be valid for a period of six years in accordance with the terms and conditions contained therein.

§ 236-63.3. Basic requirements

- A. The Town of Dover shall not spend development fees until COAH has approved a plan for spending such fees..

§ 236-63.4. Residential development fees.

- A. Developers of residential developments shall pay a development fee of one percent (1%) of the equalized assessed value of any eligible residential activity pursuant to § 236-63.5.
- B. If a "d" variance is granted pursuant to N.J.S.A. 40:55D- 70d(5), then the additional residential units realized (above what is permitted by right under the existing zoning) will incur a bonus development fee of six (6) percent rather than the development fee of one percent (1%). However, if the zoning on the site has changed during the two-year period preceding the filing of the "d" variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the "d" variance application.

§ 236-63.5. Nonresidential development fees.

- A. Developers of nonresidential developments shall pay a fee of two percent (2%) of equalized assessed value for eligible nonresidential activities pursuant to § 236-63.5.
- B. If a "d" variance is granted pursuant to N.J.S.A. 40:55D- 70d(4), then the additional floor area realized (above what is permitted by right under the existing zoning) will incur a bonus development fee of six (6) percent rather than the development fee of two percent (2%). However, if the zoning on the site has changed during the two-year period preceding the filing of the "d" variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the "d" variance application.

§ 236-63.6. Exclusions and exemptions.

- A. Any development exclusively for low- and moderate-income units shall be exempt from paying development fees.
- B. Any development that expands an existing structure shall pay a development fee. The development fee shall be calculated based on the increase in the equalized assessed value of the improved structure.
- C. Developments that have received Preliminary or Final Site Plan or Subdivision approval prior to the effective date of this article, or have secured a building permit, shall be exempt from paying a development fee, unless the developer seeks a substantial change in the approval.
- D. Developers who incorporate low- and moderate-income housing units into their development in accordance with COAH's growth share formula shall be exempt from paying a development fee.
- E. Designated Redevelopers of developments within designated Redevelopment Areas shall be exempt from paying a development fee if the Redevelopment Agreement specifically provides provisions for exemptions.
- F. Other exemptions include: all single and two family residential additions, renovations and accessory structures, however, all new residential dwelling units shall pay a development fee; all multifamily additions, renovations and accessory structures not requiring site plan approval; all nonresidential renovations and alterations not requiring site plan approval.

§ 236-63.7. Calculation and collection of development fees.

- A. Developers shall pay 50% of the calculated development fee to the Town of Dover at the time of issuance of a building permit. Payment shall be made to the Town of Dover Chief Financial Officer. The amount of the development fee shall be based initially on an estimate by the Tax Assessor of the increase in equalized assessed value attributable to the improvements to be constructed. Prior to receiving a building permit, a developer shall submit to the Construction Official a request for calculation of the development fee amount, which request shall be forwarded to the Tax Assessor. The Tax Assessor shall calculate the development fee and provide the calculation to the developer with a copy to the Construction Official and the Chief Financial Officer. Once the development fee is deposited with the Chief Financial Officer, a certification of payment shall be provided to both the developer and the Construction Official by the Chief Financial Officer. The Construction Official shall not issue a building permit until he has received a certification that the development fee has been paid.
- B. Developers shall pay the balance of the development fee to the Town of Dover Chief Financial Officer prior to the issuance of certificates of occupancy by the Construction Official. Prior to receiving a certificate of occupancy, a developer shall submit to the Construction Official a request for calculation of the development fee

amount, which request shall be forwarded to the Tax Assessor. The Tax Assessor shall calculate the equalized assessed value, which may differ from the estimate provided prior to issuance of the building permit. The amount of the development fee shall be recalculated, and the developer shall be responsible for paying the difference between that development fee amount and the amount paid prior to issuance of the building permit. The Tax Assessor shall provide the calculation to the developer with a copy to the Construction Official and the Chief Financial Officer. Once the development fee is deposited with the Chief Financial Officer, a certification of payment shall be provided to both the developer and the Construction Official by the Chief Financial Officer. The Construction Official shall not issue a certificate of occupancy until he has received a certification that the difference between that development fee amount and the amount paid prior to issuance of the building permit has been paid.

§236-63.8. Contested fees.

Imposed and collected development fees that are challenged shall be placed in an interest bearing escrow account by the Town of Dover. If all or a portion of the contested fees are returned to the developer, the accrued interest on the returned amount shall also be returned.

§236-63.9. Housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund in a financial institution designated by the Chief Financial Officer of the Town of Dover for the purpose of collecting development fees from residential and non-residential developers and proceeds from the sale of units with extinguished controls. All development fees paid by developers pursuant to this ordinance shall be deposited into this fund.
- B. Within seven days from the opening of the trust fund account, the Chief Financial Officer of the Town of Dover shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the financial institution named above, and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:94-6.16(b).
- C. No funds shall be expended from the housing trust fund unless the expenditure conforms to a spending plan approved by COAH. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

§ 236-63.10. Use of funds.

- A. Money deposited in a housing trust fund may be used for any activity approved by COAH to address the municipal fair share. Such activities include, but are not limited to: rehabilitation, new construction, RCAs subject to the provisions of N.J.A.C. 5:94-4.4(d), ECHO housing, purchase of land for affordable housing, improvement of land to be used for affordable housing, purchase of housing, extensions or improvements

of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, or administration necessary for implementation of the Housing Element and Fair Share Plan. The expenditure of all money shall conform to a spending plan approved by COAH.

- B. Funds shall not be expended to reimburse municipalities for past housing activities.
- C. After subtracting development fees collected to finance an RCA, a rehabilitation program or a new construction project that are necessary to address the municipality's affordable housing obligation, at least 30 percent of the balance remaining shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
 - (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, and rental assistance.
 - (2) Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The use of development fees in this manner shall entitle [insert name of municipality] to bonus credits pursuant to N.J.A.C. 5:94-4.22.
 - (3) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. The Town of Dover 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. 5:94-7.
- E. No more than 20 percent of the revenues collected from development fees each year, exclusive of the fees used to fund an RCA, shall 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 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Development fee administrative costs are calculated and may be expended at the end of each year or upon receipt of the fees.

§ 236-63.11. Monitoring

The Town of Dover shall complete and return to COAH all monitoring forms included in the annual monitoring report related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, and funds from the sale of units with extinguished controls, and the

expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

§ 236-63.12. Ongoing collection of fees

The ability for the Town of Dover to impose, collect and expend development fees shall expire with its substantive certification on the date of expiration of its substantive certification, unless the Town of Dover has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If the Town of Dover fails to renew its ability to impose and collect development fees prior to the date of expiration of substantive certification, it may resume the imposition and collection of development fees only by complying with the requirements of this section. The Town of Dover shall not impose a development fee on a development that receives preliminary or final approval after the date of expiration of substantive certification, nor will the Town of Dover retroactively impose a development fee on such a development. The Town of Dover will not expend development fees after the date of expiration of substantive certification.

Section 2

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


Section 3

If any article, section, subsection, paragraph, phrase or sentence is, for any reason, held to be unconstitutional or invalid, said article, section, subsection, paragraph, phrase or sentence shall be deemed severable.

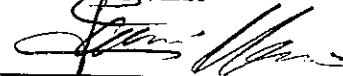
Section 4

This ordinance shall take effect immediately upon final publication as provided by law.

ATTEST:


Paul McDougall, Clerk/Administrator

TOWN OF DOVER


Javier Marin, Mayor

INTRO: 7/12/05
Adopted 11/7/05



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO Box 813
TRENTON, NJ 08625-0813
(609) 292-3000
(609) 633-6056 (FAX)
coahmail@dca.state.nj.us

RICHARD J. CODEY
Acting Governor

CHARLES A. RICHMAN
Acting Commissioner
LUCY VOORHOEVE
Executive Director

December 19, 2005

The Honorable Javier Martin
Mayor, Town of Dover
37 North Sussex Street
PO Box 798
Dover, NJ 07802-0798

Dear Mayor Martin:

Enclosed is a copy of the Council on Affordable Housing's (COAH) resolution approving your municipality's Mandatory Development Fee Ordinance.

If you have any questions, please contact Ramond Joseph, COAH assistant planner, at (609) 633-6704.

Sincerely,

Lucy Voorhoeve
Executive Director

c: attached service list
Ramond Joseph, COAH



The Honorable Javier Marin
Mayor
Town of Dover
37 North Sussex Street
P.O. Box 798
Dover, New Jersey 07802-0798

Michael Hantson
Town Engineer
Town of Dover
37 North Sussex Street
P.O. Box 798
Dover, New Jersey 07802-0798

Jon Huston, Esq.
431 Route 10
Randolph, New Jersey 07869

Paul C. McDougall
Administrator/Clerk
Town of Dover
37 North Sussex Street
P.O. Box 798
Dover, New Jersey 07802-0798

Regina Nee
Planning Board Secretary
Town of Dover
37 North Sussex Street
P.O. Box 798
Dover, New Jersey 07802-0798

Christine Danis, PP, AICP
Regional Planner
New Jersey Highlands Council
100 North Road
Route 513
Chester, New Jersey 07930-2322

Dau McGuire
Homeless Solutions
540 West Hanover Avenue
Suite 100
Morristown, New Jersey 07960

Carol Hertweck-Lowy
Housing and Community Development Services, Inc.
4 Sloan Street
South Orange, New Jersey 07079

**RESOLUTION APPROVING MANDATORY DEVELOPMENT FEE ORDINANCE
TOWN OF DOVER/MORRIS COUNTY**

WHEREAS, the Town of Dover received second round substantive certification of its Housing Element and Fair Share Plan from the Council on Affordable Housing (COAH) on December 4, 1996; and

WHEREAS, the Town of Dover received extension of its second round substantive certification from COAH on July 27, 2005 pursuant to N.J.A.C. 5:95-15.2; and

WHEREAS, the Town of Dover's second round substantive certification did not include a development fee ordinance; and

WHEREAS, on July 14, 2005 the Town of Dover submitted a development fee ordinance and a resolution requesting COAH's review and approval of the ordinance (attached as Exhibit A); and

WHEREAS, the Town of Dover proposes to impose a mandatory fee of one percent (.01) of the equalized assessed value on the eligible residential activity of residential developers; and

WHEREAS, the proposed ordinance states that if a "d" variance is granted pursuant to N.J.S.A. 40:55D-70(5), then the additional floor area realized, above what is permitted by right under the existing zoning, is subject to a bonus development fee of six percent (.06); and

WHEREAS, the Town of Dover proposes to impose a mandatory fee of two percent (.02) of the equalized assessed value on the eligible non-residential activity of non-residential developers; and

WHEREAS, the Town of Dover also proposes to impose mandatory fees on expansions of existing structures based on the increase in the equalized assessed value of the improved structure; and

WHEREAS, if a "d" variance is granted pursuant to N.J.S.A. 40:55D-70(4), then the additional floor area realized, above what is permitted by right under the existing zoning, will incur a bonus development fee of six percent (.06); and

WHEREAS, the Town of Dover proposes to exempt developers of exclusively low- and moderate-income developments and developments that have received preliminary or final approval prior to the effective date of the ordinance, unless the developer seeks a substantial change in the approval; and

WHEREAS, the Town of Dover proposes to exempt developers who address COAH's growth share formula regarding low- and moderate-income housing units in their development; and

WHEREAS, the Town of Dover proposes to exempt redevelopers whose developments fall within a designated redevelopment area; and

WHEREAS, the Town of Dover proposes to exempt accessory structures as well as existing residential and non-residential structures undergoing expansion, renovation, and/or alterations not requiring site plan approval; and

WHEREAS, COAH has reviewed the proposed development fee ordinance, which also seeks approval of the third round residential and non-residential development fee increases, for compliance with N.J.A.C. 5:93-8 et seq and N.J.A.C. 5:94-6.14 and has determined that the ordinance complies with all requirements set forth in these sections.

NOW, THEREFORE, BE IT RESOLVED that after review of the ordinance, COAH hereby approves the provisions of the Town of Dover's proposed development fee ordinance number 20-2005; and

BE IT FURTHER RESOLVED that after review of the proposed development fee ordinance, COAH hereby approves the increases in percentage to the Town of Dover's mandatory development fee ordinance; and

BE IT FURTHER RESOLVED that all development fees paid by developers pursuant to the mandatory development fee ordinance shall be deposited into a separate interest bearing housing trust fund account; and

BE IT FURTHER RESOLVED that the ability to continue collecting development fees is conditioned upon COAH's receipt of written authorization from the governing body to the bank in which the housing trust fund is located that allows COAH to direct expenditure of development fees if the municipality is not in conformance with rules on development fees; and

BE IT FURTHER RESOLVED that such written authorization shall be submitted to COAH within seven days of opening the account which houses the trust fund; and

BE IT FURTHER RESOLVED that the imposition and collection of fees may commence upon adoption of this ordinance; and

BE IT FURTHER RESOLVED that the Town of Dover shall file the adopted ordinance with COAH within seven days of adoption; and

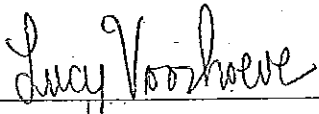
BE IT FURTHER RESOLVED that the approval of this ordinance only empowers the Town of Dover to impose and collect development fees and does not empower the Town of Dover to expend monies without COAH's approval of a spending plan; and

BE IT FURTHER RESOLVED that the Town of Dover shall submit a spending plan with its third round petition and receive COAH approval of the spending plan prior to third round substantive certification; and

BE IT FURTHER RESOLVED that the ability of the Town of Dover to impose, collect and expend development fees expires with the expiration of third round substantive certification; and

BE IT FURTHER RESOLVED that in the event the Town of Dover does not petition for third round substantive certification by December 20, 2005, or is denied third round substantive certification by COAH, this development fee ordinance shall be null and void.

Date: 12/7/05

A handwritten signature in cursive script, reading "Lucy Voorhoeve", written over a horizontal line.

Lucy Voorhoeve, Executive Director
Council on Affordable Housing

Exhibit A

Town of Dover, County of Morris – Mayor and Board of Aldermen

Resolution

Request that the Council on Affordable Housing (COAH) review a proposed Development Fee Ordinance.

Whereas, the Mayor and Board of Aldermen for the Town of Dover desire to introduce a Development Fee Ordinance to allow for the charges for both residential and nonresidential development authorized by *N.J.A.C. 5:94-6.6(a)* and *N.J.A.C. 5:94-6.7(a)*, and the Town Administrator has recommended a proposed form for such an ordinance, and

Whereas, after considering this recommendation and the supporting facts and circumstances, the Mayor and Board of Aldermen concur with this recommendation, and,

Whereas, *N.J.A.C. 5:94-6.14* and *N.J.A.C. 5:94-6.4(a)(4)* COAH require that COAH review proposed Development Fee Ordinances prior to adoption and that a municipal governing body must first request such review, which request must be in the form of a resolution,

Now, therefore it is Resolved by the Mayor and Board of Aldermen of the Town of Dover, as follows:

The Mayor and Board of Aldermen, the governing body of the Town of Dover hereby request that COAH review the proposed Development Fee Ordinance, in the form as attached. The Town Administrator is directed to forward this resolution and the proposed ordinance to COAH for its review.

Town of Dover

I **Attest** that this is a true copy of a Resolution of the Board of Aldermen, duly adopted on July 12, 2005.



Paul McDougall, Municipal Clerk and Administrator

Ordinance No. 20-2005

An ordinance of the Mayor and Board of Alderman of the Town of Dover, County of Morris and the State of New Jersey amending Chapter 236, LAND USE AND DEVELOPMENT.

BE IT ORDAINED by the Mayor and Board of Alderman of the Town of Dover, County of Morris and state of New Jersey as follows:

Section 1

Chapter 236, Land Use and Development is supplemented with the addition of Article VA – Development Fees, as follows:

ARTICLE VA Development Fees

§ 236-63.1. Findings; purpose.

- A. In Holmdel Builder's Ass'n. v. Holmdel Town, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to COAH developing rules.
- B. The purpose of this article is to establish standards for the collection, maintenance and expenditure of development fees to be used for the sole purpose of providing low- and moderate-income housing opportunities and assistance, which are consistent with regulations adopted by the New Jersey Council on Affordable Housing, as set forth in N.J.A.C. 5:94-6.1 et. seq.
- C. This article shall be interpreted within the framework of COAH's rules on development fees.

§ 236-63.2. Definitions.

As used in this article, the following terms shall have the meanings indicated:

COAH — The New Jersey Council on Affordable Housing.

DEVELOPMENT FEES — Money paid by an individual, person, partnership, association, company or corporation for the improvement of property as permitted in COAH's rules.

EQUALIZED ASSESSED VALUE — The value of a property determined by the Municipal Tax Assessor through a process designed to ensure that all property in the municipality is assessed at the same assessment ratio or ratios required by law. Estimates at the time of building permit may be obtained by the Tax Assessor utilizing estimates for

construction costs. Final equalized assessed value will be determined at project completion by the Municipal Tax Assessor.

JUDGMENT OF REPOSE — A judgment issued by the Superior Court approving a municipality's plan to satisfy its fair share obligation.

SUBSTANTIVE CERTIFICATION — A determination by the Council approving a municipality's housing element and fair share plan in accordance with the provisions of the Act Editor's Note: N.J.S.A. 52:27D-301 et seq. and the rules and criteria as set forth herein. A grant of substantive certification shall be valid for a period of six years in accordance with the terms and conditions contained therein.

§ 236-63.3. Basic requirements

- A. The Town of Dover shall not spend development fees until COAH has approved a plan for spending such fees..

§ 236-63.4. Residential development fees.

- A. Developers of residential developments shall pay a development fee of one percent (1%) of the equalized assessed value of any eligible residential activity pursuant to § 236-63.5.
- B. If a "d" variance is granted pursuant to N.J.S.A. 40:55D- 70d(5), then the additional residential units realized (above what is permitted by right under the existing zoning) will incur a bonus development fee of six (6) percent rather than the development fee of one percent (1%). However, if the zoning on the site has changed during the two-year period preceding the filing of the "d" variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the "d" variance application.

§ 236-63.5. Nonresidential development fees.

- A. Developers of nonresidential developments shall pay a fee of two percent (2%) of equalized assessed value for eligible nonresidential activities pursuant to § 236-63.5.
- B. If a "d" variance is granted pursuant to N.J.S.A. 40:55D- 70d(4), then the additional floor area realized (above what is permitted by right under the existing zoning) will incur a bonus development fee of six (6) percent rather than the development fee of two percent (2%). However, if the zoning on the site has changed during the two-year period preceding the filing of the "d" variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the "d" variance application.

§ 236-63.6. Exclusions and exemptions.

- A. Any development exclusively for low- and moderate-income units shall be exempt from paying development fees.
- B. Any development that expands an existing structure shall pay a development fee. The development fee shall be calculated based on the increase in the equalized assessed value of the improved structure.
- C. Developments that have received Preliminary or Final Site Plan or Subdivision approval prior to the effective date of this article, or have secured a building permit, shall be exempt from paying a development fee, unless the developer seeks a substantial change in the approval.
- D. Developers who incorporate low- and moderate-income housing units into their development in accordance with COAH's growth share formula shall be exempt from paying a development fee.
- E. Designated Redevelopers of developments within designated Redevelopment Areas shall be exempt from paying a development fee if the Redevelopment Agreement specifically provides provisions for exemptions.
- F. Other exemptions include: all single and two family residential additions, renovations and accessory structures, however, all new residential dwelling units shall pay a development fee; all multifamily additions, renovations and accessory structures not requiring site plan approval; all nonresidential renovations and alterations not requiring site plan approval.

§ 236-63.7. Calculation and collection of development fees.

- A. Developers shall pay 50% of the calculated development fee to the Town of Dover at the time of issuance of a building permit. Payment shall be made to the Town of Dover Chief Financial Officer. The amount of the development fee shall be based initially on an estimate by the Tax Assessor of the increase in equalized assessed value attributable to the improvements to be constructed. Prior to receiving a building permit, a developer shall submit to the Construction Official a request for calculation of the development fee amount, which request shall be forwarded to the Tax Assessor. The Tax Assessor shall calculate the development fee and provide the calculation to the developer with a copy to the Construction Official and the Chief Financial Officer. Once the development fee is deposited with the Chief Financial Officer, a certification of payment shall be provided to both the developer and the Construction Official by the Chief Financial Officer. The Construction Official shall not issue a building permit until he has received a certification that the development fee has been paid.
- B. Developers shall pay the balance of the development fee to the Town of Dover Chief Financial Officer prior to the issuance of certificates of occupancy by the Construction Official. Prior to receiving a certificate of occupancy, a developer shall submit to the Construction Official a request for calculation of the development fee

amount, which request shall be forwarded to the Tax Assessor. The Tax Assessor shall calculate the equalized assessed value, which may differ from the estimate provided prior to issuance of the building permit. The amount of the development fee shall be recalculated, and the developer shall be responsible for paying the difference between that development fee amount and the amount paid prior to issuance of the building permit. The Tax Assessor shall provide the calculation to the developer with a copy to the Construction Official and the Chief Financial Officer. Once the development fee is deposited with the Chief Financial Officer, a certification of payment shall be provided to both the developer and the Construction Official by the Chief Financial Officer. The Construction Official shall not issue a certificate of occupancy until he has received a certification that the difference between that development fee amount and the amount paid prior to issuance of the building permit has been paid.

§236-63.8. Contested fees.

Imposed and collected development fees that are challenged shall be placed in an interest bearing escrow account by the Town of Dover. If all or a portion of the contested fees are returned to the developer, the accrued interest on the returned amount shall also be returned.

§236-63.9. Housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund in a financial institution designated by the Chief Financial Officer of the Town of Dover for the purpose of collecting development fees from residential and non-residential developers and proceeds from the sale of units with extinguished controls. All development fees paid by developers pursuant to this ordinance shall be deposited into this fund.
- B. Within seven days from the opening of the trust fund account, the Chief Financial Officer of the Town of Dover shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the financial institution named above, and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:94-6.16(b).
- C. No funds shall be expended from the housing trust fund unless the expenditure conforms to a spending plan approved by COAH. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

§ 236-63.10. Use of funds.

- A. Money deposited in a housing trust fund may be used for any activity approved by COAH to address the municipal fair share. Such activities include, but are not limited to: rehabilitation, new construction, RCAs subject to the provisions of N.J.A.C. 5:94-4.4(d), ECHO housing, purchase of land for affordable housing, improvement of land to be used for affordable housing, purchase of housing, extensions or improvements

of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, or administration necessary for implementation of the Housing Element and Fair Share Plan. The expenditure of all money shall conform to a spending plan approved by COAH.

- B. Funds shall not be expended to reimburse municipalities for past housing activities.
- C. After subtracting development fees collected to finance an RCA, a rehabilitation program or a new construction project that are necessary to address the municipality's affordable housing obligation, at least 30 percent of the balance remaining shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
 - (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, and rental assistance.
 - (2) Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The use of development fees in this manner shall entitle [insert name of municipality] to bonus credits pursuant to N.J.A.C. 5:94-4.22.
 - (3) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. The Town of Dover 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. 5:94-7.
- E. No more than 20 percent of the revenues collected from development fees each year, exclusive of the fees used to fund an RCA, shall 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 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Development fee administrative costs are calculated and may be expended at the end of each year or upon receipt of the fees.

§ 236-63.11. Monitoring

The Town of Dover shall complete and return to COAH all monitoring forms included in the annual monitoring report related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, and funds from the sale of units with extinguished controls, and the

expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

§ 236-63.12. Ongoing collection of fees

The ability for the Town of Dover to impose, collect and expend development fees shall expire with its substantive certification on the date of expiration of its substantive certification, unless the Town of Dover has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification; and has received COAH's approval of its development fee ordinance. If the Town of Dover fails to renew its ability to impose and collect development fees prior to the date of expiration of substantive certification, it may resume the imposition and collection of development fees only by complying with the requirements of this section. The Town of Dover shall not impose a development fee on a development that receives preliminary or final approval after the date of expiration of substantive certification, nor will the Town of Dover retroactively impose a development fee on such a development. The Town of Dover will not expend development fees after the date of expiration of substantive certification.

Section 2

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

Section 3

If any article, section, subsection, paragraph, phrase or sentence is, for any reason, held to be unconstitutional or invalid, said article, section, subsection, paragraph, phrase or sentence shall be deemed severable.

Section 4

This ordinance shall take effect immediately upon final publication as provided by law.

ATTEST:

TOWN OF DOVER

Paul McDougall, Clerk/Administrator

Javier Marin, Mayor

Exhibit B

**COAH REVIEW
DEVELOPMENT FEE ORDINANCE
TOWN OF DOVER/ MORRIS COUNTY
REGION #2**

**Prepared by Ramond Joseph, Assistant Planner
December 5, 2005**

I. BACKGROUND

Dover Town, Morris County, received second round substantive certification of its Housing Element and Fair Share Plan addressing its 12-year cumulative obligation from the Council on Affordable Housing (COAH) on December 4, 1996. Pursuant to N.J.A.C. 5:95-15.2, COAH granted Dover an extension of its second round substantive certification on July 27, 2005 on the condition that the Town commits to petition for third round substantive certification by December 20, 2005.

Dover's second round substantive certification did not include a development fee ordinance. Dover submitted a proposed development fee ordinance on July 14, 2005. This report reviews the proposed development fee ordinance pursuant to N.J.A.C. 5:93-8, which includes the residential and non-residential development fee increases permitted by COAH's third round rules in accordance with N.J.A.C. 5:94-6.14.

II. ORDINANCE REVIEW

Dover Town's development fee ordinance proposes to impose mandatory development fees of one percent (.01) of the equalized assessed value of any eligible residential activity pursuant to N.J.A.C. 5:94-6.6(a).

If a 'd' variance is granted pursuant to N.J.A.C. 5:93-8.10(b), then the additional residential units realized, above what is permitted by right under the existing zoning, will incur a bonus development fee of six percent (.06) rather than the development fee of one percent (.01) on the equalized assessed value of the additional units. If the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, the base density for the purpose of calculating the bonus development shall be the highest density permitted by right during the two-year period preceding filing of the "d" variance application.

The ordinance applies a mandatory fee of two percent (.02) of the equalized assessed value for all non-residential development. This development fee applies to the increase in the equalized assessed value of existing developments undergoing expansion and/or improvements as well.

In the case of a "d" variance granted pursuant to N.J.C.A. 5:93-8.11(b), the additional floor area realized, above what is permitted by right under the existing zoning, will incur a bonus development fee of six percent (.06) rather than the development fee of two percent (.02) realized on the equalized assessed value of the additional floor area. If the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, the base floor area for purposes of calculating the bonus development fee will be the highest floor area permitted by right during the two-year period preceding the filing of the "d" variance application.

Dover Town has exempted developers of exclusively low- and moderate-income developments and developments that have received preliminary or final approval prior to the effective date of the ordinance, unless the developer seeks a substantial change in the approval. The ordinance also exempts developers who address COAH's growth share formula regarding low- and moderate-income housing units in their development, designated redevelopers of developments within a designated redevelopment zone, accessory structures, and existing residential and non-residential structures undergoing expansion, renovation, and/or alterations not requiring site plan approval.

The ordinance requires developers to pay fifty percent (.50) of the calculated development fee at the issuance of a building permit. Dover's ordinance has designated the Chief Financial Officer to collect the remainder of the development fee upon the issuance of a certificate of occupancy.

All development fees will be deposited into a separate interest bearing housing trust fund account. The expenditure of funds will be consistent with a spending plan to be approved by COAH.

III. RECOMMENDATION

Dover Town has requested approval of its mandatory development fee ordinance. Based on the review outlined above, Dover has satisfied COAH's criteria as established in the following:

N.J.A.C. 5:94-6.6 Development fees; residential

N.J.A.C. 5:94-6.7 Development fees; non-residential

N.J.A.C. 5:93-8.12 Eligible exactions, ineligible exactions and exemptions

N.J.A.C. 5:93-8.13 Collection of fees

N.J.A.C. 5:93-8.14 Contested fees

N.J.A.C. 5:93-8.15 Housing trust fund

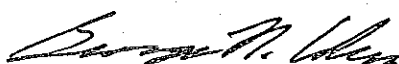
N.J.A.C. 5:93-8.21 Ongoing Collection of fees

COAH staff recommends the approval of Dover Town's development fee ordinance. COAH staff also recommends approval of the residential and non-residential development fee increases permitted by COAH's third round rules in accordance with N.J.A.C. 5:94-6.14. COAH staff has determined that Dover is entitled to this fee increase as a result of its commitment to petition COAH for third round substantive certification by December 20, 2005 as well as its compliance with N.J.A.C. 5:93-8 et. seq. and N.J.A.C. 5:94-6 et seq.

Dover Town must submit a written authorization to COAH from the Town's governing body and the bank in which the housing trust fund is located which allows COAH to direct expenditure of the funds if Dover is not in conformance with COAH rules on development fees. This authorization must be submitted to COAH within seven days from the opening of the trust fund account. A model development fee escrow agreement is attached to this report.

COAH's approval of the development fee ordinance and the adoption of the ordinance by the Town's governing body will enable Dover to begin imposing development fees. The development fee ordinance must be submitted to COAH upon adoption by the governing body, but no later than 45 days from the grant of third round substantive certification. The Town must receive approval of a development fee spending plan prior to the grant of third round substantive certification and before it can disburse any of these funds. In the event Dover fails to petition COAH with a third round plan by December 20, 2005 or does not receive substantive certification, this ordinance is null and void.

Reviewed by:


Deputy Attorney General

12/5/05
Date

18. June 16, 2016, Superior Court of New Jersey Law Division,
Morris County Docket No-MRS-L-1696-15, Order Granting
Substantive Certification and Judgement of Compliance and
Repose

WEINER | LESNIAK^{LLP}

ATTORNEYS AT LAW

www.weinerlesniak.com

GLENN C. KIENZ
Member of the Firm

gkienz@weinerlesniak.com

June 22, 2016

**Re: In the Matter of the Town of Dover Complaint for Declaratory Judgment
Demonstrating Municipal Compliance with Constitutional Mount Laurel
Obligation
Docket No. MRS-L-001696-15
Our File No. DVR062**

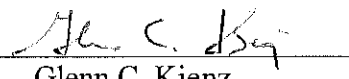
To Whom It May Concern:

Enclosed please find a copy of the Court Order Granting Substantive Certification and Judgment of Compliance and Repose entered by the Honorable Stephan C. Hansbury, J.S.C. on June 16, 2016 after a properly noticed fairness and compliance hearing was held by the Court.

Please be guided accordingly.

Very truly yours,

WEINER LESNIAK LLP

By: 
Glenn C. Kienz
A Member of the Firm

GCK:pag
Enclosure
cc Service List for Dover
1102486_1.docx

1409 - DOVER TOWN - MORRIS

Full Service List Labels

**The Honorable James P. Dodd
Mayor
Town of Dover
37 N Sussex St
Dover, New Jersey 07802-3906**

**Timothy P. Downs, Esq.
87 N Sussex St
Dover, New Jersey 07801**

**Margaret J. Verga
Municipal Clerk
Town of Dover
37 N Sussex St
Dover, New Jersey 07802-3906**

**Michael A. Hantson, PE, PP, CME
Municipal Planner/Town Engineer
Town of Dover
37 N Sussex St
Dover, New Jersey 07802**

**Patrick Lavery
Municipal Housing Liaison
Town of Dover
37 N Sussex St
Dover, New Jersey 07801**

**Melissa Field
Director of Housing Development
Allies, Inc.
1262 White Horse-Hamilton Sq Rd
Bldg A, Ste 101
Hamilton, New Jersey 08690**

**Wilma E. Frey
Senior Policy Manager
New Jersey Conservation Foundation
170 Longview Rd
Far Hills, New Jersey 07931**

**Margarita Howard
Town of Boonton Housing Authority
125 Chestnut St
Boonton, New Jersey 07005**

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

**Dan McGuire, AICP
Director, Development Division
Homeless Solutions
6 Dumont Pl
3rd Fl
Morristown, New Jersey 07960**

**Richard Roberts, PP
New Jersey Transit
1 Penn Plaza E
Newark, New Jersey 07105-2246**

**Sherry L. Sims
Town of Boonton Housing Authority
125 Chestnut St
Boonton, New Jersey 07005**

**Tom Toronto
President
Bergen County's United Way
6 Forest Ave
Ste 210
Paramus, New Jersey 07652**

**Jon Vogel
Development Director
AvalonBay Communities, Inc.
517 Rte 1 S
Ste 5500
Iselin, New Jersey 08830**

1409 - DOVER TOWN - MORRIS

Full Service List Labels

**Morris County Community Development
30 Schuyler Place
PO Box 900
Morriwtown, New Jersey 07963-0900**

**Morris County Dept. of Planning & Development
PO Box 900
30 Schuyler P., 4th Floor
Morristown, New Jersey 07963-0900**

**Town of Dover
37 N Sussex St
Dover, New Jersey 07802-3906**

**Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Blvd
Cherry Hill, New Jersey 08002**

**Carol Hertweck-Lowy
Special Consultant
Housing & Community Development Services, Inc.
4 Sloan St
South Orange, New Jersey 07079**

In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing (067126)

List of Parties Participating in M-392-14

Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
kevinwalsh@fairsharehousing.org

Jonathan E. Drill, Esq.
Stickel, Koenig, Sullivan & Drill, LLC
571 Pompton Avenue
Cedar Grove, NJ 07009
jdrill@sksdllaw.com

Jeffrey R. Surenian, Esq.
Michael A. Jedziniak, Esq.
Jeffrey R. Surenian & Associates, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
jrs@surenian.com

Edward J. Buzak, Esq.
The Buzak Law Group, LLC
Montville Office Park
150 River Road, Suite N-4
Montville, NJ 07045
ejbuzak@buzaklawgroup.com

Geraldine Callahan, Esq.
Deputy Attorney General
Office of the Attorney General
25 W. Market Street
P.O. Box 112
Trenton, NJ 08625
Geraldine.callahan@dol.lps.state.nj.us

Jeffrey Kantowitz, Esq.
Law Office of Abe Rappaport
195 Route 46 West
Suite 6
Totowa, NJ 07512
jkantowitz@rappaport-law.com

Stephen Eisdorfer, Esq.
Hill Wallack LLP
202 Carnegie Center
P.O. Box 5226
Princeton, NJ 08543
seisdorfer@hillwallack.com

Region 2 – for fairness hearings involving municipalities
in Essex, Morris, Union and Warren Counties

Habitat for Humanity Newark, Inc.
298 South Orange Avenue
Newark, NJ 07103

Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002

Hands, Inc.
15 South Essex Avenue
Orange, NJ 07050

Newark NAACP
PO Box 1262
Newark, NJ 07101

East Orange NAACP
PO Box 1127
East Orange, NJ 07019

New Community Corp.
233 West Market Street
Newark, NJ 07103

New Jersey Citizen Action
118 W. State Street
Trenton, NJ 08608

Latino Action Network
PO Box 943
Freehold, NJ 07728

Ironbound Community Corp.
179 Van Buren Street
Newark, NJ 07105-2601

Community Hope Inc.
959 Route 46 East, Ste. 402
Parsippany, NJ 07054

Homeless Solutions
6 Dumont Place, 3rd Floor
Morristown, NJ 07960

Morris Co. NAACP
PO Box 2256
Morristown, NJ 07962

Morris Habitat for Humanity
274 So. Salem Street, Ste. 100
Randolph, NJ 07869

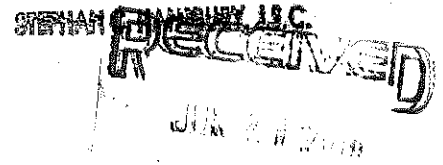
New Bridge Services, Inc.
7 Industrial Road
Pequannock, NJ 07440

Monarch Housing Associates
29 Alden Street, Suite 1b
Cranford, NJ 07016

Supportive Housing Association Of New Jersey
15 Alden St # 14
Cranford, NJ 07016

FILED

JUN 16 2016



PREPARED BY THE COURT:

IN THE MATTER OF THE
APPLICATION OF THE TOWN
OF DOVER FOR A
DETERMINATION OF MOUNT
LAUREL COMPLIANCE,

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MORRIS COUNTY
Docket No. MRS-L-1696-15

Civil Action

**ORDER GRANTING SUBSTANTIVE
CERTIFICATION AND JUDGMENT
OF COMPLIANCE AND REPOSE**

THIS MATTER, having been opened to the Court by Weiner Lesniak, LLP, Glenn C. Kienz, Esq. appearing, attorneys for Petitioner, **TOWNSHIP OF DOVER**; and Joshua D. Bauers, Esq. appearing for Fair Share Housing Center; in accordance with the Supreme Court's determination In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221, N.J. 1 (2015); and after a properly noticed fairness and compliance hearing held

IT IS on this 16TH day of June, 2016;

ORDERED, as follows:

1. Declaratory Judgment is entered that the **TOWNSHIP OF DOVER** is in compliance with its constitutional obligations for affordable housing, and provides a realistic opportunity for low-income and moderate-income housing. The **TOWNSHIP OF DOVER's** Housing Element and Fair Share Plan dated March 2016 prepared by Marsha r/

Schiffman, P.P., AICP, LLA of Master Consultants, P.A. the "Plan") is valid and meets the Town's Mt. Laurel affordable housing obligations.

2. The **TOWNSHIP OF DOVER** is granted immunity against builder's remedy litigation and exclusionary zoning challenges for a period of ten (10) years from the date of this Order, as long as the **TOWNSHIP OF DOVER** implements its approved Plan.

3. The **TOWNSHIP OF DOVER** is granted the judicial equivalent of substantive certification for a period of ten (10) years from the date of this Order, as long as the **TOWNSHIP OF DOVER** implements its approved Plan.

4. The Court anticipates the final plan addressing the issues raised in the letter of June 2, 2016 from Fair Share Housing Center will be approved by the Planning Board and governing body no later than August 16, 2016. The Court will hold a telephonic case status conference on August 16, 2016, at 4:00 p.m. to be set up by counsel for Petitioner. In the event necessary approvals are obtained prior to that date, counsel for Petitioner shall advise the Court and the conference will be canceled.

5. The Town shall expedite municipal approvals/denials on inclusionary development applications; cooperate with developers of inclusionary developments in scheduling pre-application conferences; comply with the Municipal Land Use Law (N.J.S.A. 40:55D-1, et seq.; and promptly adopt and implement its Plan.

The Court directs that a copy of the within Order be served on all parties in this action within seven (7) days of the date hereof by counsel for Petitioner.


STEPHAN C. HANSBURY, P.J., Ch.