

HOUSING ELEMENT & FAIR SHARE PLAN

Town of Dover
Morris County, New Jersey

As adopted
December 3, 2008

Prepared By:



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**Resolution of the Planning Board of the Town of Dover
Adopting the Housing Element of the Master Plan and Fair Share
Plan**

WHEREAS, the Planning Board of the Town of Dover, Morris County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28 on December 7, 2005; and

WHEREAS, the Governing Body endorsed the Housing Element and Fair Share Plan on December 13, 2005; and

WHEREAS, the Governing Body petitioned the Council on Affordable Housing for substantive certification on December 13, 2005; and

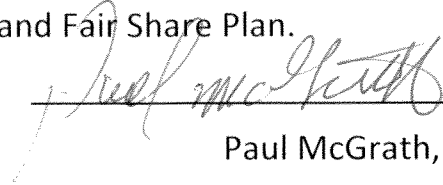
WHEREAS, Town of Dover has not yet received substantive certification from the Council on Affordable Housing on that plan due to changes in the Third Round Rules, but had received substantive certification from the Council on Affordable Housing on the prior round plan on December 4, 1996 and an extension on said certification on July 27, 2005; and

WHEREAS, the Planning Board has determined to amend the Housing Element and Fair Share Plan; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the amended Housing Element and Fair Share Plan on December 3, 2008; and

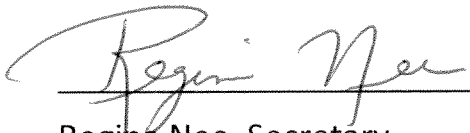
WHEREAS, the Planning Board has determined that the amendment to the Housing Element and Fair Share Plan is consistent with the goals and objective of the Town of Dover's Master Plan adopted on October 17, 2006 and that adoption and implementation of the amendment to the Housing Element and Fair Share Plan are in the public interest and protect public health and safety and promote the general welfare.

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



Paul McGrath, Chairman

I certify that the above Resolution is a true copy of a Resolution adopted by the Planning Board on December 3, 2008.



Regina Nee, Secretary

Dated: 12-3-08

HOUSING ELEMENT AND
FAIR SHARE PLAN

Town of Dover
Morris County, New Jersey

Adopted December 3, 2008

The original of this report was signed and
Sealed in accordance with N.J.S.A. 45:14A-12.

A handwritten signature in black ink, reading "Charles W. Latini, Jr." in a cursive script.

Charles Latini, PP/AICP Lic#5721

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INTRODUCTION

In the case of Southern Burlington County NAACP v. the Township of Mount Laurel, (commonly known as Mount Laurel I), the New Jersey Supreme Court established the doctrine that developing municipalities in New Jersey have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate income housing in their communities. In its Mount Laurel decision, decided on January 20, 1983 (Mount Laurel II), the Supreme Court expanded the Mount Laurel doctrine by stating that this constitutional responsibility extended to all municipalities in New Jersey. The Court also established various remedies, including the “builder remedy” or court-imposed zoning, to ensure that municipalities actually addressed this obligation.

In response to the Mount Laurel II decision, the New Jersey Legislature adopted the Fair Housing Act in 1985 (Chapter 222, Laws Of New Jersey, 1985). The Fair Housing Act established a Council on Affordable Housing (COAH) as an administrative alternative to the courts. COAH was also given the responsibility of establishing various housing regions in the state, determining regional and municipal fair share affordable housing obligations and adopting regulations establishing the guidelines and approaches that municipalities may use in addressing their affordable housing need.

Under COAH’s regulations, low income households are defined as those with incomes no greater than 50 percent of the median household income, adjusted for household size, of the housing region in which the municipality is located, and moderate-income households are those with incomes no greater than 80 percent and no less than 50 percent of the median household income, adjusted for household size, of the housing region. For the Town of Dover, the housing region is defined by COAH as Region 2 and is comprised of Morris, Bergen, Hudson and Passaic Counties.

Pursuant to both the Fair Housing Act and the Municipal Land Use Law (MLUL), municipalities in New Jersey are required to include a housing element in their master plans. The principal purpose of the housing element is to provide for methods of achieving the goal of access to affordable housing to meet the municipality’s low and moderate income housing needs. The statutory required contents of the housing element are:

- a. An inventory of the municipality’s housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
- b. A projection of the municipality’s housing stock, including the probable future construction of low and moderate income housing, for the ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c. An analysis of the municipality’s demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality’s present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and

Town of Dover - Housing Element & Fair Share Plan

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

COAH Third Round Methodology – Growth Share

Unlike the previous two rounds, the Third Round methodology determines a municipality's affordable housing need based on the growth of the municipality. The need for affordable housing in a municipality is calculated through the sum of the following:

- Deficient housing units occupied by low and moderate income households which is referred to as rehabilitation share;
- Remaining Prior Round (1987 – 1999) Obligation assigned to a municipality by the Council or the court for the period 1987 through 1999; and
- The share of the affordable housing need generated by a municipality's actual growth (2004 – 2018) based upon the number of new housing units constructed and the number of new jobs created as a result of non-residential development.

The rehabilitation share for affordable housing is the number of existing housing units as of April 1, 2000 that are both deficient and occupied by households of low or moderate income and is calculated by COAH. The Remaining Prior Round (1987 – 1999) Obligations from the first and second fair share rounds have been recalculated to include data from the 2000 Census and are also provided by COAH.

With the Third Round Rules, the Council has implemented a growth share approach to affordable housing, thereby linking the actual production of affordable housing with municipal development and growth, based upon the number of new housing units constructed and the number of new jobs created as a result of non-residential development.

When developing a Housing Element and Fair Share Plan to provide affordable housing between 2004 and 2018, municipalities may rely on the COAH Growth Projections as the baseline for potential growth over the 2004-2018 period. However, the official growth share obligation accrued by each municipality as calculated by 2018 will be based on actual residential and non-residential growth, not COAH projections.

Projected growth from COAH is converted into the affordable housing obligation, which the municipality must plan for by applying the following ratios:

- For every five residential units constructed, the municipality shall be obligated to include one affordable unit (i.e. 1 affordable unit in every 5 residential units for inclusionary development or 1 affordable unit for every four market rate units).
- For every 16 jobs created, the municipality shall be obligated provide one affordable unit. (i.e. 1 affordable unit for every 16 jobs created).

The projected growth share obligation will be converted into an actual growth share obligation when the ratios above are applied to market-rate units and newly constructed and expanded non-residential developments receiving permanent certificates of occupancy.

Town of Dover - Housing Element & Fair Share Plan

Municipal Summary

The Town of Dover is roughly 2.7 square miles in size and is a “Regional Center” as defined by the State Development and Redevelopment Plan. The community consists of a centrally developed Downtown and Train Station Area with less developed residential neighborhoods surrounding. The Town is bounded by the Townships of Randolph, Rockaway, Mine Hill, Wharton and Victory Gardens.

According to the 2000 Census, the population of Dover increased to 18,188 from 15,115 in 1990. The median age was 33.7 years, which was much younger than the Morris County median age of 37.8 years. The average household size increased significantly from the 1990 level of 2.89 persons to 3.29 persons in 2000.

Most of the housing stock in Dover is single-family detached dwelling units, but there are also many single-family attached and two-family dwellings. The great majority of the housing stock was built before 1960. There is a moderate availability of employment in Dover as compared with other municipalities in the region, and with Morris County as a whole. According to the guidelines established by COAH, Dover is located in affordable housing Region 2, a region that consists of Morris, Essex, Union, and Warren counties. Income limits are based on median income within each COAH region. Being part of Region 2, the median income for a four-person household is \$83,771, the moderate-income level is \$67,017 and low income is \$41,886. Moderate income is defined by 60% of median income and low income is 30% of the median. As such, income limits in Region 2 are as follows:

Region 2	Income	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8 Person
Essex,	<i>Median</i>	\$58,640	\$62,828	\$67,017	\$75,394	\$83,771	\$87,122	\$90,473,	\$97,174	\$103,876	\$110,578
Morris,	<i>Moderate</i>	46,912	50,263	53,613	60,315	67,017	69,697	72,378	77,739	83,101	88,462
Union,	<i>Low</i>	29,320	31,414	33,508	37,697	41,886	43,561	45,236	48,587	51,938	55,289
Warren	<i>Very Low</i>	17,592	18,848	20,105	22,618	25,131	26,137	27,142	29,152	31,163	33,173

According to the Third Round rules Dover has a rehabilitation obligation of 251 units and a prior round (1987-1999) obligation of 6 units. Upon review of the planning efforts present in the Town, it is expected the Town will grow, but given the uncertainty of the marketplace and new State regulations, including new COAH rules and regulations growth is unpredictable. As such, the Town of Dover accepts COAH’s growth projection of the need to provide 137 new affordable housing units and has put together a Plan that addresses these projections as well providing a strategy for future phases of potential growth in subsequent COAH reporting periods. Accordingly, this Plan will utilize;

- Developer Fee Ordinance and Spending Plan
- Rehabilitation Program
- Inclusionary Zoning
- Write/down, buy/down Program

This report constitutes the Housing Element/Fair Share Plan of the Town of Dover. It consists of eight parts, as follows:

- PART I. DEMOGRAPHIC CHARACTERISTICS
- PART II. EXISTING HOUSING CHARACTERISTICS
- PART III. EMPLOYMENT DATA
- PART IV. DETERMINING THE FAIR SHARE OBLIGATION
- PART V. ZONING ANALYSIS
- PART VI. CREDITS AND ADJUSTMENTS
- PART VII. AMENDED AND REVISED THIRD ROUND FAIR SHARE PLAN
- PART VIII. IMPLEMENTATION SCHEDULE

I. DEMOGRAPHIC CHARACTERISTICS

Population

The population of Dover has experienced significant and steady growth in the last seventy years. The population trends experienced in Dover, Morris County and the State of New Jersey from 1930 through 2000 are shown below. There were 18,188 residents in Dover in 2000, an increase of 3,073 people (more than a 20 percent growth) since 1990. Dover’s population increased every year since 1930, except in the seventies, when a slight decrease of 2.4 percent occurred. Dover experienced its greatest population growth in the nineties, when it swelled by 20 percent; the fifties and sixties also saw great increases in the town’s population as well, growing by 16.6 percent and 15.4 percent respectively. In a similar manner, the populations of Morris County and the State of New Jersey have also been increasing steadily over the last seventy years, with growth spikes in the forties, fifties and sixties. Morris County’s population has more than quadrupled since 1930; the State of New Jersey’ population has more than doubled.






Populations Trends, 1930 to 2000									
Year	The Town of Dover			Morris County			New Jersey		
	Population	Change		Population	Change		Population	Change	
		Number	Percent		Number	Percent		Number	Percent
1930	10,031	-	-	110,445	-	-	4,041,334	-	-
1940	10,491	460	4.6	125,732	15,287	13.8	4,160,165	118,831	2.9
1950	11,174	683	6.5	164,371	38,639	30.7	4,835,329	675,164	16.2
1960	13,034	1,860	16.6	261,620	97,249	59.2	6,066,782	1,231,453	20.3
1970	15,039	2,005	15.4	383,454	121,834	46.6	7,171,112	1,104,330	18.2
1980	14,681	-358	-2.4	407,630	24,176	6.3	7,365,011	463,899	6.5
1990	15,115	434	3.0	421,353	13,723	3.4	7,730,188	365,177	5.0
2000	18,188	3,073	20.3	470,212	48,859	11.6	8,414,350	684,162	8.9

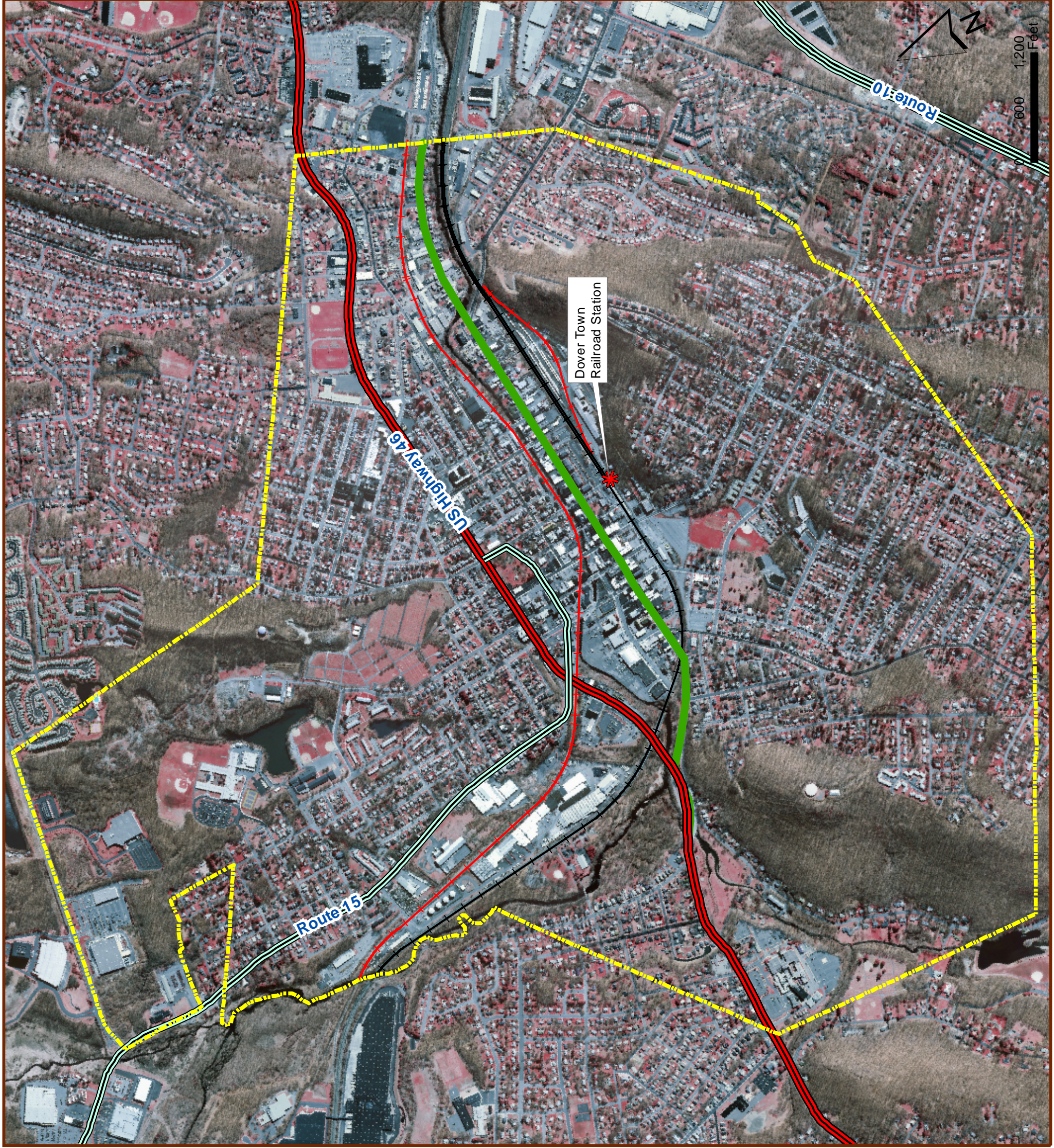
Population Composition by Age

Since 1990, Dover has experienced significant changes in the age composition of its population, especially an increase in the number of children and persons aged 35 and older. The largest rate of increases in the Town occurred in the 45 to 54 and 35 to 44 year old cohorts, which increased by 52.3 percent and 46.1 percent, respectively. The next greatest increases were in the 5 to 14 year old cohort, which rose almost 32 percent, followed by the 55 to 64 (18.9 percent) year old cohort and children under 5 years old (17.4 percent). The only cohort to experience a decrease was seniors aged 65 and over, which lost 1.4 percent. In terms of the greatest increase in numbers of people in a cohort, in 2000 there were 982 more residents aged 35 to 44 years old, and 760 more residents aged 45 to 54 years old.

Aerial

Legend

-  Dover Town Railroad Station
-  Freight Railroad
-  Passenger Railroad
-  US Highway 46
-  State Routes



Town of Dover
Morris County, NJ

1:13,000

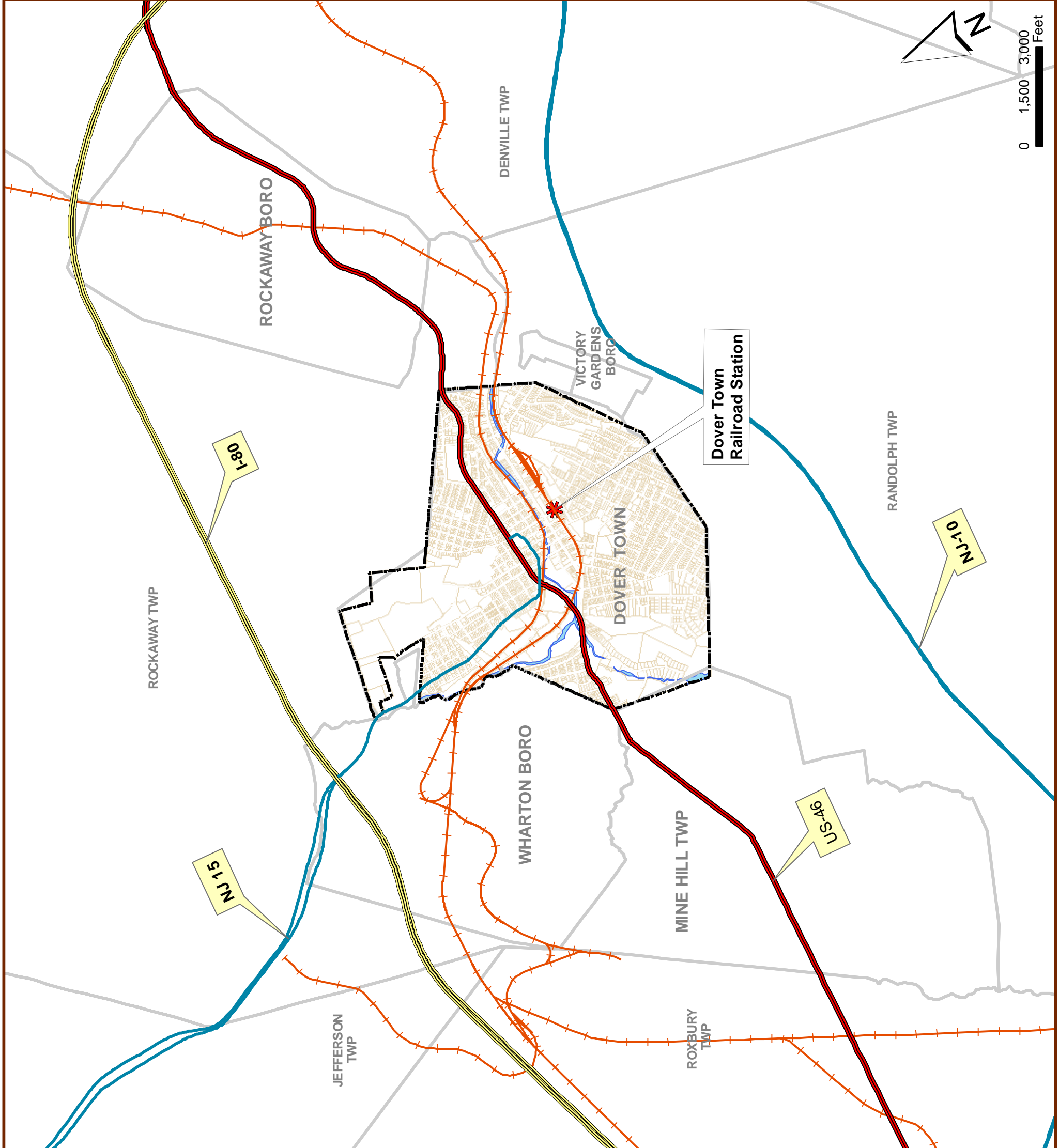


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Regional Context

Legend

- State Route
- US Route
- State Route
- Rail Network
- Dover Municipal Boundary
- Municipal Boundaries
- Dover Town Railroad Station



Town of Dover
Morris County, NJ

1:36,000



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Town of Dover - Housing Element & Fair Share Plan

Population by Age 1990 and 2000, The Town of Dover						
Population	1990		2000		Change, 1990 to 2000	
	Number	Percent	Number	Percent	Number	Percent
Under 5	1,089	7.2	1,278	7.0	189	17.4
5 to 14	1,744	11.5	2,301	12.7	557	31.9
15 to 24	2,340	15.5	2,547	14.0	207	8.8
25 to 34	3,250	21.5	3,437	18.9	187	5.8
35 to 44	2,128	14.1	3,110	17.1	982	46.1
45 to 54	1,454	9.6	2,214	12.2	760	52.3
55 to 64	1,160	7.7	1,379	7.6	219	18.9
65 and over	1,950	12.9	1,922	10.6	-28	-1.4
Total	15,115	100	18,188	100	3,073	20.3

Like Dover, Morris County also experienced shifts in the age composition of its population. The greatest increases were experienced by the 45 to 54 and 5 to 14 year old cohorts, each growing by slightly more than 28 percent. In 2000, there were 15,902 and more residents aged 45 to 54, and 14,678 residents aged 5 to 14. Unlike Dover, the number of seniors in the County increased significantly, growing by 22.8 percent. Decreases in cohorts were seen in those aged 15 to 24 (18.4 percent) and 25 to 34 (10.9 percent). The population of residents aged 15 to 24 lost 10,612 people, and those aged 24 to 34 lost 7,768

Population by Age, 1990 and 2000, Morris County						
Population	1990		2000		Change, 1990 to 2000	
	Number	Percent	Number	Percent	Number	Percent
Under 5	27,637	6.6	32,906	7.0	5,269	19.1
5 to 14	51,981	12.3	66,659	14.2	14,678	28.2
15 to 24	57,781	13.7	47,169	10.0	-10,612	-18.4
25 to 34	71,457	17.0	63,689	13.5	-7,768	-10.9
35 to 44	72,240	17.1	86,465	18.4	14,225	19.7
45 to 54	55,965	13.3	71,867	15.3	15,902	28.4
55 to 64	39,870	9.5	46,927	10.0	7,057	17.7
65 and over	44,422	10.5	54,530	11.6	10,108	22.8
Total	421,353	100	470,212	100	48,859	11.6

According to the 2000 Census, the median age of residents in Dover was 33.7 years. Analysis of age group characteristics provides insight into the actual changes in population. This comparison is helpful in determining impacts these changes have on housing needs, community facilities and services for the municipality and the County overall.

Households

A household is defined as one or more persons, either related or not, living together in a housing unit, which includes rental apartments, condominiums, houses, etc. Households in Dover tend to be small in size, with a great majority occupied by four or less inhabitants. In 2000, there were a total of 5,436 households in Dover. Two persons households made up 22.9 percent of all occupied housing units, followed by 21.3 percent occupied by only one person. Three- and four-person households were also very common, each composing 16.9 percent and 15.8 percent of the total, respectively. The average number of persons per household in Dover was 3.29, which was significantly higher than the County’s average of 2.72.

HOUSEHOLD SIZE- Occupied Housing Units				
Town of Dover and Morris County				
	Town	Percent	County	Percent
Total Households	5,436	100	169,711	100
1-person household	1,156	21.3	36,555	21.5
2-person household	1,246	22.9	53,911	31.8
3-person household	919	16.9	29,923	17.6
4-person household	858	15.8	30,012	17.7
5-person household	553	10.2	13,173	7.8
6-person household	299	5.5	3,987	2.3
7-or-more-person household	405	7.5	2,150	1.3
Average Household Size	3.29		2.72	

Family households are defined as two or more persons living in the same household, related by blood, marriage or adoption. Most households in Dover were family households, comprising 72.1 percent of all households. The average family size was greater than three and one-half persons (3.55). The majority of family households (69.6) were married-couple families, of which a little more than 51 percent had children under the age of 18. Of the 21.3 percent of households that consisted of only one person, a female householder lived in about 60 percent of them and a male householder lived in about 40 percent of them.

In providing more detail of American households, the 2000 Census included the sub-groups of non-traditional households: ‘Other family’ and ‘Non-family’ households. ‘Other family’ households made up 21.9 percent of all households, of which about 61.5 percent were headed by female householders with no husband present. Non-family households are defined as households that consist of a householder living alone or sharing the home exclusively with people to whom he/she is not related. Non-family households only comprised 6.7 percent of all households in the Town.

Town of Dover - Housing Element & Fair Share Plan

Household Size and Type The Town of Dover		
	Total	Percent
Total households	5,436	100
1-person household:	1,156	21.3
• <i>Male householder</i>	466	40.3
• <i>Female householder</i>	690	59.7
2 or more person household:	4,280	78.7
• Family households:	3,918	72.1
<i>Married-couple family:</i>	2,727	69.6
With own children under 18 years	1,398	51.3
No own children under 18 years	1,329	48.7
• Other family:	1,191	21.9
<i>Male householder, no wife present:</i>	458	38.5
With own children under 18 years	195	42.6
No own children under 18 years	263	57.4
<i>Female householder, no husband present:</i>	733	61.5
With own children under 18 years	345	47.1
No own children under 18 years	388	52.9
Non-family households:	362	6.7
<i>Male householder</i>	231	63.8
<i>Female householder</i>	131	36.2
Average Family Size	3.55	

Income

According to the 2000 Census, households in Dover earned smaller incomes compared to both Morris County and the State of New Jersey. As measured in 1999, the median income in Dover was \$53,423, which was a total of \$23,917 less than Morris County, and \$1,723 less than the State's median income.

Per Capita and Household Income 1999 The Town of Dover, Morris County, New Jersey		
	1999 Per Capita (\$)	1999 Median Household (\$)
The Town of Dover	18,056	53,423
Morris County	36,964	77,340
New Jersey	27,006	55,146

The distribution of household incomes in Dover for 1999 is shown below. The most common income bracket was \$50,000 to \$74,999, which was earned by 24.3 percent or 1,329 households. A majority of the households earned middle-class incomes or better (\$35,000 or more) and many earned over \$100,000 (17.3 percent). However, more than 22 percent of the households earned less than \$25,000. In slight contrast to Dover, households in Morris County tended to earn higher

Town of Dover - Housing Element & Fair Share Plan

incomes. Fewer households earned less than \$25,000 (10.9 percent) and more earned \$100,000 or more (35.8 percent).

Households Income In 1999 Town of Dover and Morris County				
	The Town of Dover		Morris County	
	Number	Percent	Number	Percent
Total households	5,463	100	169,794	100
Less than \$10,000	340	6.2	5,280	3.1
\$10,000 to \$14,999	253	4.6	4,162	2.5
\$15,000 to \$24,999	654	12	9,016	5.3
\$25,000 to \$34,999	554	10.1	11,528	6.8
\$35,000 to \$49,999	741	13.6	19,304	11.4
\$50,000 to \$74,999	1,329	24.3	32,678	19.2
\$75,000 to \$99,999	651	11.9	26,978	15.9
\$100,000 to \$149,999	769	14.1	31,791	18.7
\$150,000 to \$199,999	163	3	13,776	8.1
\$200,000 or more	9	0.2	15,281	9.0
Median household income (\$)	53,423		77,340	

Poverty Status

In Dover, a moderate number of residents live in poverty, most of whom are of working age. Of the 18,188 persons in Dover in 1999, 2,381 people or 13.1 percent lived in poverty. Of those in poverty, the majority (67.4 percent) fell into the age range of 18 to 65 years old. Of the people living in poverty in the Town 27.6 percent were children under the age of 18. Only five percent of the elderly (over 65) were living in poverty.

Poverty Status 1999 Town of Dover and Morris County				
	The Town of Dover		Morris County	
	Number	Percent	Number	Percent
Total persons	18,188	100	470,212	100
Total persons below poverty level:	2,381	13.1	17,872	3.8
Under 18	658	27.6	4,464	25.0
18 to 65	1,605	67.4	10,675	59.7
Over 65	118	5.0	2,733	15.3

Household Costs

The tables below show the expenditures for housing for those who own and rent in Dover. A slight majority of households in Dover were occupied by renters, but many lived in homes they owned as well. With respect to owner-occupied households, more than a quarter spent 30 percent or greater of their household income on housing. Among the many renter-occupied households, more than 38 percent of them spent 30 percent or more of their household income

Town of Dover - Housing Element & Fair Share Plan

on housing costs. General affordability standards set a bar at spending 30 percent of gross income for housing costs.

Selected Monthly Owner Costs As A Percentage Of Household Income in The Town of Dover, 1999		
	Number	Percent
Total owner-occupied housing units:	2,454	100
Less than 15 percent	598	24.4
15 to 19 percent	393	16.0
20 to 24 percent	450	18.3
25 to 29 percent	340	13.9
30 to 34 percent	148	6.0
35 percent or more	500	20.4
Not computed	25	1.0

Gross Rent As A Percentage Of Household Income Town of Dover 1999		
	Number	Percent
Total renter-occupied housing units	2,567	100
Less than 15 percent	379	14.8
15 to 19 percent	355	13.8
20 to 24 percent	339	13.2
25 to 29 percent	330	12.9
30 to 34 percent	185	7.2
35 percent or more	930	36.2
Not computed	49	1.9

II. EXISTING HOUSING CONDITIONS

Housing Unit Data

Dover’s housing stock is comprised of mostly older structures, is split between renter- and owner-occupied tenures, and is increasing at an ever-slower rate. According to the 2000 Census, the Town had a total of 5,436 housing units, an increase of 81 units from 1990. More than half of the units (52.8 percent) were owner-occupied, and 47.2 percent were renter-occupied. The greatest growth in the housing stock occurred before 1939, when 1,816 structures were built, representing 33.4 percent of the housing in Town. Since the 1950s, the rate of housing construction has decreased steadily. The slowest decade was the 1990s, when 276 structures were built. The median age of the housing stock in Dover was 1953.

Housing Data The Town of Dover		
	Total	Percent
HOUSING UNITS		
Total	5,568	100
TENURE		
Owner occupied	2,869	51.5
Renter occupied	2,567	46.1
YEAR STRUCTURE BUILT		
Built 1995 to March 2000	171	3.1
Built 1990 to 1994	105	1.9
Built 1980 to 1989	463	8.3
Built 1970 to 1979	537	9.6
Built 1960 to 1969	831	14.9
Built 1950 to 1959	933	16.8
Built 1940 to 1949	712	12.8
Built 1939 or earlier	1,816	32.6
Median year structure built	1953	

Housing Type and Size

According to the 2000 Census, nearly one-half of the housing stock in Dover was single-family detached housing, a majority of which had five or more rooms. In 2000, there were 2,751 single-family detached homes representing 49.4 percent of the housing stock. The second largest type, comprising 17 percent of all households, was two-family structures. In total, multi-family housing (two or more units) represented almost 40 percent (39.9 percent) of the housing stock within the town.

The median number of rooms within housing units in Dover was 5.2, with the largest percentage of structures (21.7 percent) having six rooms. Only 7.5 percent of all units had two or less rooms, while the great majority (almost 70 percent) had between three and six rooms.

Town of Dover - Housing Element & Fair Share Plan

Housing Type and Size		
The Town of Dover		
UNITS IN STRUCTURE		
Total	5,568	100
1, detached	2,751	49.4
1, attached	583	10.5
2	946	17.0
3 or 4	463	8.3
5 to 9	241	4.3
10 to 19	158	2.8
20 to 49	202	3.6
50 or more	217	3.9
Mobile home	7	0.1
Boat, RV, van, etc.	0	0
ROOMS		
1 room	156	2.8
2 rooms	261	4.7
3 rooms	886	15.9
4 rooms	800	14.4
5 rooms	992	17.8
6 rooms	1,206	21.7
7 rooms	565	10.1
8 rooms	386	6.9
9 or more rooms	316	5.7
Median number of rooms	5.2	

Occupancy

There were very few vacant housing units in Dover, most of which were for sale or rent, or for seasonal, recreational, or occasional use. According to the 2000 Census, of the 5,568 units in Dover, 5,436 or 97.6 percent were occupied, while 132 units or 2.4 percent were vacant. Of those units that were vacant, 47 percent were available for rent, 18.9 percent were for sale, and 20.5 percent were for seasonal, recreational, or occasional use.

OCCUPANCY STATUS - The Town of Dover		
	Total	Percent
Total	5,568	100
Occupied	5,436	97.6
Vacant	132	2.4
VACANCY STATUS		
Total	132	100
For rent	62	47.0
For sale only	25	18.9
Rented or sold, not occupied	4	3.0
For seasonal, recreational, or occasional use	27	20.5
For migrant workers	0	0.0
Other vacant	14	10.6

Housing Values and Contract Rent

Most owner-occupied housing units in Dover are valued between \$100,000 to \$199,999, and the majority are financed by a mortgage. Housing values for owner-occupied housing units in 2000 are listed in the table below along with mortgage status data. The most common value for owner-occupied housing units was between \$100,000 to \$149,999, comprising 46 percent of the total. The second most common value was between \$150,000 to 199,999 (34.1 percent) followed by housing values in the range of \$200,000 and \$299,999 (14.6 percent). Almost 95 percent had a value that fell within \$100,000 to \$299,999. The median value of owner-occupied housing units in Dover was \$150,500. Nearly 70 percent of the units were covered by a mortgage (69.6 percent), while only 16.3 percent of owner-occupied housing units had either a second mortgage or a home equity loan. A significant number, 745 units, or 30.4 percent, had no mortgage at all.

VALUE FOR ALL OWNER-OCCUPIED HOUSING UNITS The Town of Dover		
	Total	Percent
Total	2,454	100
Less than \$50,000	8	0.3
\$50,000- \$99,999	78	3.2
\$100,000- \$149,999	1,130	46.0
\$150,000- \$199,999	837	34.1
\$200,000 to \$299,999	359	14.6
\$300,000 to \$499,999	24	1.0
\$500,000 +	18	0.7
Median value	150,500	
MORTGAGE STATUS		
Housing units with a mortgage, contract to purchase, or similar debt:	1,709	69.6
With either a second mortgage or home equity loan, but not both:	401	16.3
Second mortgage only	210	8.6
Home equity loan only	191	7.8
Both second mortgage and home equity loan	13	0.5
No second mortgage and no home equity loan	1,295	52.8
Housing units without a mortgage	745	30.4

Of the many renter-occupied units, almost all cost less than \$2000 per month. The median contract rent in Dover in 2000 was \$870. The largest group of renters (34.4 percent) paid between \$700 and \$899 per month.

Town of Dover - Housing Element & Fair Share Plan

CONTRACT RENT - The Town of Dover		
	Total	Percent
Total renter occupied units	2,567	100
Less than \$200	98	3.8
\$200- \$499	280	10.9
\$500-\$699	590	23.0
\$700-\$899	884	34.4
\$900 to \$999	229	8.9
\$1,000 to \$1,999	467	18.2
\$2,000 or more	7	0.3
No cash rent	12	0.5
Median Contract Rent	\$870	

Housing Conditions

The majority of occupied housing units use gas as the primary heating fuel. Overcrowding (more than one person per room) is an issue among renters, and only a few households lack complete plumbing and kitchen facilities, and telephone service. The table below details the condition of housing within Dover based on heating fuel, overcrowding, plumbing facilities, kitchen facilities, and telephone service. These factors are utilized in determining housing deficiency. According to the 2000 Census, 4.1 percent of owner-occupied housing units experienced overcrowding, while 12.3 percent of renters lived in crowded conditions. Only 1.3 percent lacked complete plumbing facilities, and 1 percent of the units lacked complete kitchen facilities. There was no telephone service in 3.5 percent of all occupied housing units.

Housing Conditions The Town of Dover		
	Total	Percent
House Heating Fuel- Occupied housing units	5,436	100
Utility gas	2,981	54.8
Bottled, tank, or LP gas	136	2.5
Electricity	468	8.6
Fuel oil, kerosene, etc.	1,824	33.6
Coal or coke	0	0.0
Wood	0	0.0
Solar energy	10	0.2
Other fuel	17	0.3
No fuel used	0	0.0
Occupants per Room-Occupied housing units		
Total	5,436	100
Owner Occupants per Room (Over 1.0)	222	4.1
Renter Occupants per Room (Over 1.0)	669	12.3
Facilities- Total units		
Total	5,436	100
Lacking complete plumbing facilities	69	1.3
Lacking complete kitchen facilities	53	1.0
Telephone Service- Occupied housing units		
Total	5,436	100
No service	189	3.5

III. EMPLOYMENT DATA

Employment Trends

Total labor force and employment in Dover has increased slightly in the last ten years, but the unemployment rate, much higher than both the County and State, has risen significantly since 1998. The following tables detail changes in employment from 1994 to 2003 for Dover, Morris County, and New Jersey. Although there was a noticeable drop in 2000 and 2001, resident employment in Dover rose slowly throughout the mid-nineties. In 1999 the peak of 9,205 employed residents was reached. Similarly, the total labor force in the Town has increased slowly, with a drop experienced in 2000 as well. The highest labor force occurred in 2002 when there were 9,859 residents available to work. The unemployment rate in the Town has been increasing since 1998, when it was at its lowest point of 5.8 percent. The latest data from 2003 showed the unemployment rate at 9.4 percent. The highest unemployment rate was experienced in 1994 when it hit 10.2 percent. In Morris County, the resident employment and labor force population fluctuated throughout the mid-nineties, and the unemployment rate has been increasing since 2000. The 2003 unemployment rates for Morris County and the State of New Jersey were 7.3 and 5.9 percent, respectively.

Employment and Labor Force, 1994 - 2003, The Town of Dover				
	Labor Force	Resident Employment	Unemployment	Unemployment Rate
1994	9,169	8,235	934	10.2
1995	9,301	8,470	831	8.9
1996	9,436	8,655	781	8.3
1997	9,604	8,947	657	6.8
1998	9,526	8,970	556	5.8
1999	9,777	9,205	572	5.9
2000	9,482	8,953	529	5.6
2001	9,538	8,884	653	6.8
2002	9,859	8,924	935	9.5
2003	9,890	8,956	933	9.4

Employment and Labor Force, 1994 - 2003, Morris County				
	Labor Force	Resident Employment	Unemployment	Unemployment Rate
1994	246,119	233,897	12,222	5.0
1995	251,445	240,571	10,874	4.3
1996	256,028	245,813	10,215	4.0
1997	262,698	254,106	8,592	3.3
1998	262,060	254,787	7,273	2.8
1999	268,945	261,455	7,490	2.8
2000	261,218	254,292	6,926	2.7
2001	173,153	167,530	5,623	3.2
2002	176,324	168,271	8,053	4.6
2003	176,923	168,890	8,033	4.5

Town of Dover - Housing Element & Fair Share Plan

Employment and Labor Force, 1994 - 2003, New Jersey				
	Labor Force	Resident Employment	Unemployment	Unemployment Rate
1994	4,016,000	3,742,500	273,500	6.8
1995	4,064,200	3,803,700	260,500	6.4
1996	4,143,500	3,878,400	256,100	6.1
1997	4,192,300	3,976,900	215,400	5.1
1998	4,144,300	3,953,000	191,300	4.6
1999	4,205,500	4,012,200	193,200	4.6
2000	4,187,900	4,030,500	157,400	3.8
2001	4,179,500	4,003,800	175,700	4.2
2002	4,367,800	4,112,800	255,000	5.8
2003	4,375,000	4,118,000	256,983	5.9

Class of Worker and Occupation

The majority of workers (86.5 percent) living in Dover were a part of the private wage and salary worker group including people who worked for wages, salary, commission, tips, etc, for a private for-profit employer or a private not-for-profit, tax-exempt, or charitable organization. The second largest category was government worker (10.0 percent) followed by those who were self – employed (3.4 percent).

Class of Worker, 2000 The Town of Dover		
	Number	Percent
Total	8,816	100
Private wage and salary worker	7,628	86.5
Government worker	892	10.1
Self-employed worker	296	3.4
Unpaid family worker	0	0.0

Those that worked within the private wage field were concentrated in sales & office occupations positions (25.7 percent) and production, transportation, & material moving occupations (25 percent), together totaling over one-half of all employees. Other important occupations included service occupations (20.9 percent), and management, professional, & related occupations (19.4 percent).

Occupation, 2000 The Town of Dover		
	Number	Percent
Employed civilian population 16 years and over	8,816	100
Management, professional, and related occupations	1,713	19.4
Service occupations	1,845	20.9
Sales and office occupations	2,262	25.7
Farming, fishing, and forestry occupations	0	0.0
Construction, extraction, and maintenance occupations	789	8.9
Production, transportation, and material moving occupations	2,207	25.0

Commuting to Work

Most commuters in Dover spent relatively little time commuting to work. More than 70 percent of all commuters traveled less than thirty minutes. Only 5 percent of commuters traveled more than one hour to work. According to the 2000 Census, the mean travel time to work for those who lived in the town was approximately twenty-two minutes.

Travel Time To Work, 2000 The Town of Dover		
	Number	Percent
Workers who did not work at home	8,528	100
Less than 10 minutes	1,445	16.9
10 to 14 minutes	1,381	16.2
15 to 19 minutes	1,441	16.9
20 to 24 minutes	1,320	15.5
25 to 29 minutes	489	5.7
30 to 34 minutes	1,139	13.4
35 to 44 minutes	456	5.3
45 to 59 minutes	436	5.1
60 to 89 minutes	246	2.9
90 or more minutes	175	2.1
Mean travel time to work (minutes)	22.1	

Most commuters drove to work, with most driving to work alone. The proportion of workers who drove alone to work was 61.8 percent, while 22.8 percent carpooled. Few people used public transportation (4.6 percent) or walked (3.1 percent), and still less worked at home (1.3 percent).

Means Of Commute, 2000 The Town of Dover		
	Number	Percent
Workers 16 years and over	8,637	100
Car, truck, or van	7,305	84.6
Drove alone	5,335	61.8
Carpooled	1,970	22.8
Public transportation	396	4.6
Walked	270	3.1
Other means	557	6.4
Worked at home	109	1.3

Covered Employment

There is currently very limited information available on actual job opportunities within municipalities. The Department of Labor collects information on covered employment, which is employment and wage data for employers covered by unemployment insurance. The tables below provide a snapshot of private employers located within Dover. The first table reflects the

Town of Dover - Housing Element & Fair Share Plan

number of jobs covered in private employment from 1993 through 1999. The second table reflects the disbursement of jobs by industry and salaries in 1999.

According to data from the New Jersey Department of Labor and Workforce Development, there was a high availability of covered employment in Dover in the nineties. The peak was seen in 1996, when 6,568 jobs were covered by unemployment insurance. Although the number of jobs remained relatively consistent throughout the 1990s, a low-point of 5,829 was reached in 1999, a loss of 406 jobs since 1998.

Private Wage Covered Employment* 1993-1999, The Town of Dover			
Year	Number of Jobs	# Change	% Change
1993	6,492	-	-
1994	6,381	-111	-1.7
1995	6,232	-149	-2.3
1996	6,568	336	5.4
1997	6,292	-276	-4.2
1998	6,235	-57	-0.9
1999	5,829	-406	-6.5

*Third Quarter Numbers

In 1999, every kind of industry was present in Dover. Using third quarter numbers, the greatest employer in Dover was the services industry, employing 2,258 people. Employing 1,462 people, the retail industry was a distant second. Based on annual wages, the transportation/utilities sector was the highest paying industry, averaging an annual salary of \$48,417. Construction and manufacturing were about tied for second, paying \$38,463 and \$38,097, respectively.

Private Employment and Wages 1999, The Town of Dover						
	Employment				Wages	
	March	June	Sept	Dec	Weekly	Annual
Industry						
Agriculture/Forest/Fish	26	48	47	43	\$705	\$36,657
Construction	284	342	326	344	\$740	\$38,463
Manufacturing	563	566	537	544	\$733	\$38,097
Transportation/Utilities	578	578	568	595	\$931	\$48,417
Wholesale	418	433	415	431	\$731	\$37,993
Retail	1,537	1,532	1,462	1,611	\$595	\$30,915
Finance/Insurance/Real Estate	213	227	216	207	\$556	\$28,926
Services	2,473	2,391	2,258	2,263	\$660	\$34,308
Total/Average	6,092	6,117	5,829	6,038	\$682	\$35,442

Future Growth

Dover is relying on the population and employment forecasts produced by the North Jersey Transportation Planning Authority (NJTPA). According to their estimates, the population in Dover will increase to 20,390 by the year 2015. This is an overall increase of 12 percent. Employment is forecasted to grow at a much lower rate of 4.8 percent. Morris County is forecasted to have a

Town of Dover - Housing Element & Fair Share Plan

slightly different growth pattern than Dover overall. NJTPA projects that the County will increase 10.5 percent in population and 22.3 percent in employment.

North Jersey Transportation Planning Authority						
Population, Employment & Household Projections						
					# Change	% Change
The Town of Dover	2000	2005	2010	2015	2000-2015	2000-2015
Population	18,190	19,360	19,940	20,390	2200	12
Employment	5,950	5,960	6,040	6,240	290	4.8
Household	5,440	5,570	5,690	5,930	490	9
					# Change	% Change
Morris County	2000	2005	2010	2015	2000-2015	2000-2015
Population	144,166	148,773	163,702	159,427	15,261	10.5
Employment	40,200	42,741	46,698	49,190	8,990	22.3
Household	50,831	53,257	56,443	60,311	9,480	15.7

IV. DETERMINING FAIR SHARE OBLIGATION

The need for affordable housing in New Jersey is divided into three components.

- **Rehabilitation share-** The rehabilitation share for affordable housing is the number of existing housing units as of April 1, 2000 that are both deficient and occupied of households of low or moderate income. This number is derived by review and analysis of unit conditions reported in the U.S. Census.
- **Prior Round Obligation-** The prior round obligation is the cumulative 1987-1999 fair share obligation determined by COAH.
- **Growth Share-** The growth share obligation is the obligation created through a municipality’s actual market-rate residential and non-residential growth from January 1, 2004 through December 31, 2018. Growth occurring during this timeframe is converted into a affordable housing obligation by applying a ratio of 1 in 5. Meaning, one (1) affordable unit must be provided for every five (5) residential units constructed, and for non-residential land development, one (1) affordable unit must be provided for every sixteen (16) jobs.

Rehabilitation Share and Prior Round Obligation

As per Appendices B and C of NJAC 5:97, Dover’s rehabilitation share is 251 units and Prior Round obligation is 6 units.

Town of Dover Obligation	
Rehabilitation Share	251
Prior Round Obligation	6

Growth Share Obligation

While the actual growth share obligation for Dover will be accrued through market-rate residential and non-residential growth from January 1, 2004 - December 31, 2008, COAH has provided projections of household and employment growth in Appendix F of NJAC 5:97. A municipality has the opportunity to dispute COAH’s growth projections if they feel COAH’s numbers are not reflective of reality. The projected obligation may be modified based on the exclusions cited in NJAC 5:97-2.4. These exclusions include inclusionary developments or zoning where development is anticipated to occur after January 1, 2004, but are being utilized by the Town to satisfy a portion of the Prior Round obligation after it applies all its existing credits. COAH’s “Worksheet A” in Appendix J details the projected growth share obligation for Dover. Dover has no exclusions that may be utilized as it has ample existing credits in place to satisfy the 6-unit Prior-round obligation. Therefore, all new affordable housing development will be utilized to meet the future Growth Share obligation which will be determined through the Town’s monitoring of actual growth.

Town of Dover Affordable Housing Obligation	
Rehabilitation Share 1999-2018	251
1987-1999 Prior Round Obligation	6
Growth Share Projection	137
Total Obligation	394

V. ZONING ANALYSIS

A zoning analysis is utilized to help determine how the Town will meet its expected growth and affordable housing need. This analysis covers how existing zoning and planned zoning changes provide adequate capacity to accommodate residential and non-residential growth projections and include the following:

- An analysis of the available existing and planned infrastructure
- The anticipated demand for types of uses permitted by zoning based on present and anticipated future demographic characteristics of the Town and anticipated land use patterns
- The Town's economic development policies and constraints on development with existing or planned measures to address constraints

Infrastructure

The Sewer Service Area in the Town of Dover is managed and operated by the Rockaway Valley Regional Sewerage Authority. This existing wastewater treatment facility (NJPDES Permit No. NJ0022349), located in Parsippany Troy Hills. The Town has adequate infrastructure capacity for sewer connections although it is aging and will require upgrades. This will ultimately dictate the amount of development possible in the Town unless critical upgrades are realized.

For water, the Town relies on the Dover Water Commission located off of Princeton Avenue at Waterworks Park to provide water the Town. Growth and the extent of development within the Town and in the region must, as always, be monitored for any impact on the system. Currently the DWC provides water for Dover and also portions of the surrounding Towns of Wharton, Rockaway, Randolph, Mine Hill, and Victory Gardens. While the Commission is currently working under a NJDEP limit of 112 million gallons a month capacity the plant routinely operates at 85/month. Capacity for the water plant lies at about 125/month. It is believed that adequate capacity does exist for future growth in Dover.

Anticipated Demand and Land Use Patterns

Dover is a designated "Regional center" community of 2.7 square miles in area, consisting of a central developed area with less intensely developed residential neighborhoods surrounding the core. The Town of Dover's Master Plan addresses its land use needs based on demographics, planning assumptions, stated vision and community goals and objectives. The Land Use Plan recommended the Town's current zoning regulations that establish 11 different zoning districts. It is anticipated that the projections and likelihood of accommodating the previously outlined growth will remain unchanged.

Land Use













Residential

Residential uses in Dover are located within all sectors of the Town. A majority of existing residential development is for single-family detached dwellings. The Town currently has three single-family zones ranging from 7,500 and 5,000 square feet in size to 1.5 units per acre. The Town also has three (3) multi-family zones of which are already developed with limited opportunity for infill.

The Town of Dover also has commercial zoning in place for the Downtown, which allows residential in the form of dwelling units above retail. The purpose of the zone is to allow the town center to thrive with a mix of destination and niche commercial uses, residential and community

Existing Land Use

Legend

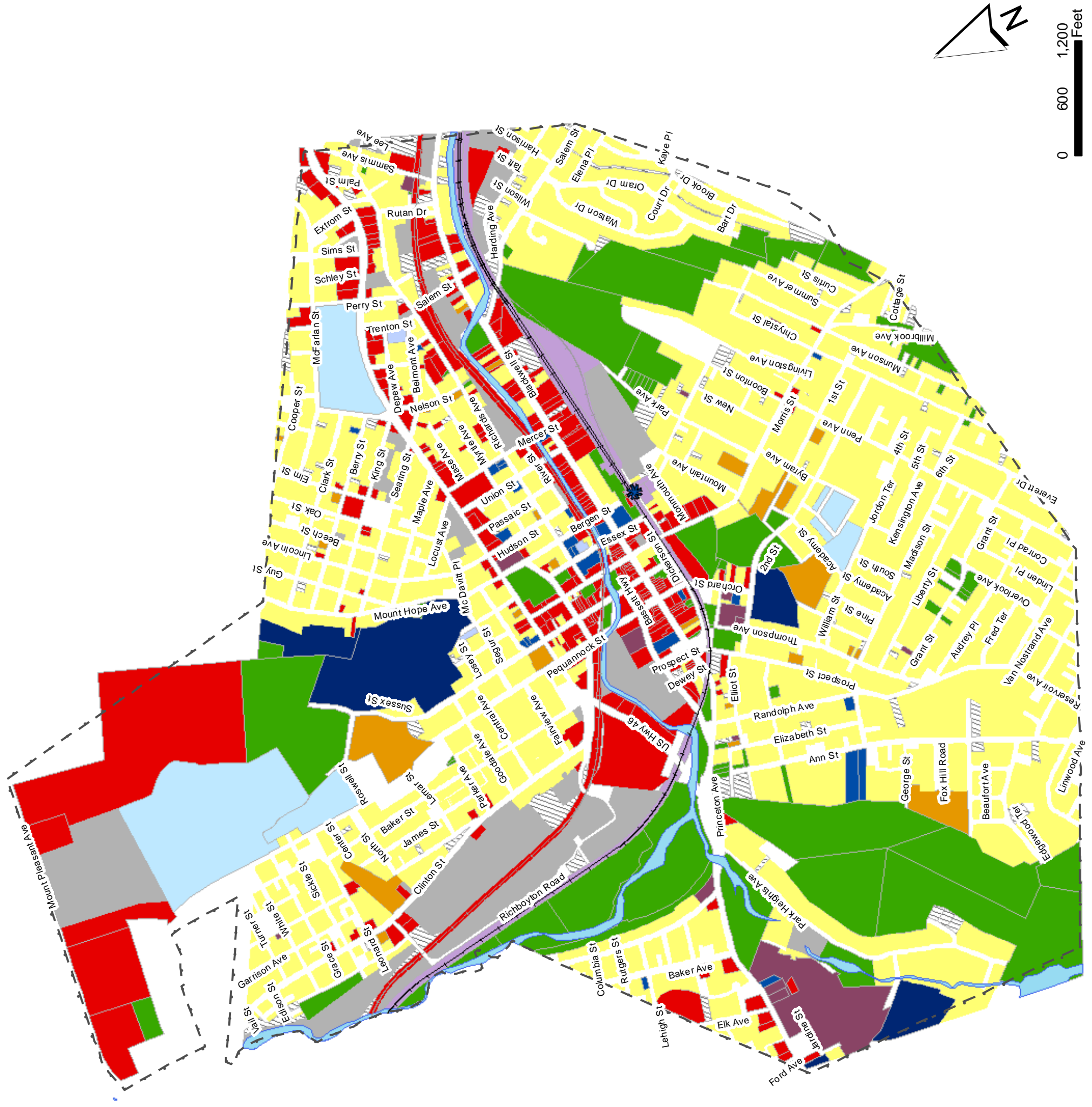
-  Vacant
-  Residential
-  Commercial
-  Industrial
-  Apartment
-  Railroad Class I
-  Public School Property
-  Other School Property
-  Public Property
-  Church Charitable
-  Cemeteries and Graveyards
-  Other Tax Exempt

Town of Dover
Morris County, NJ



1:13,000

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Existing Zoning

Legend

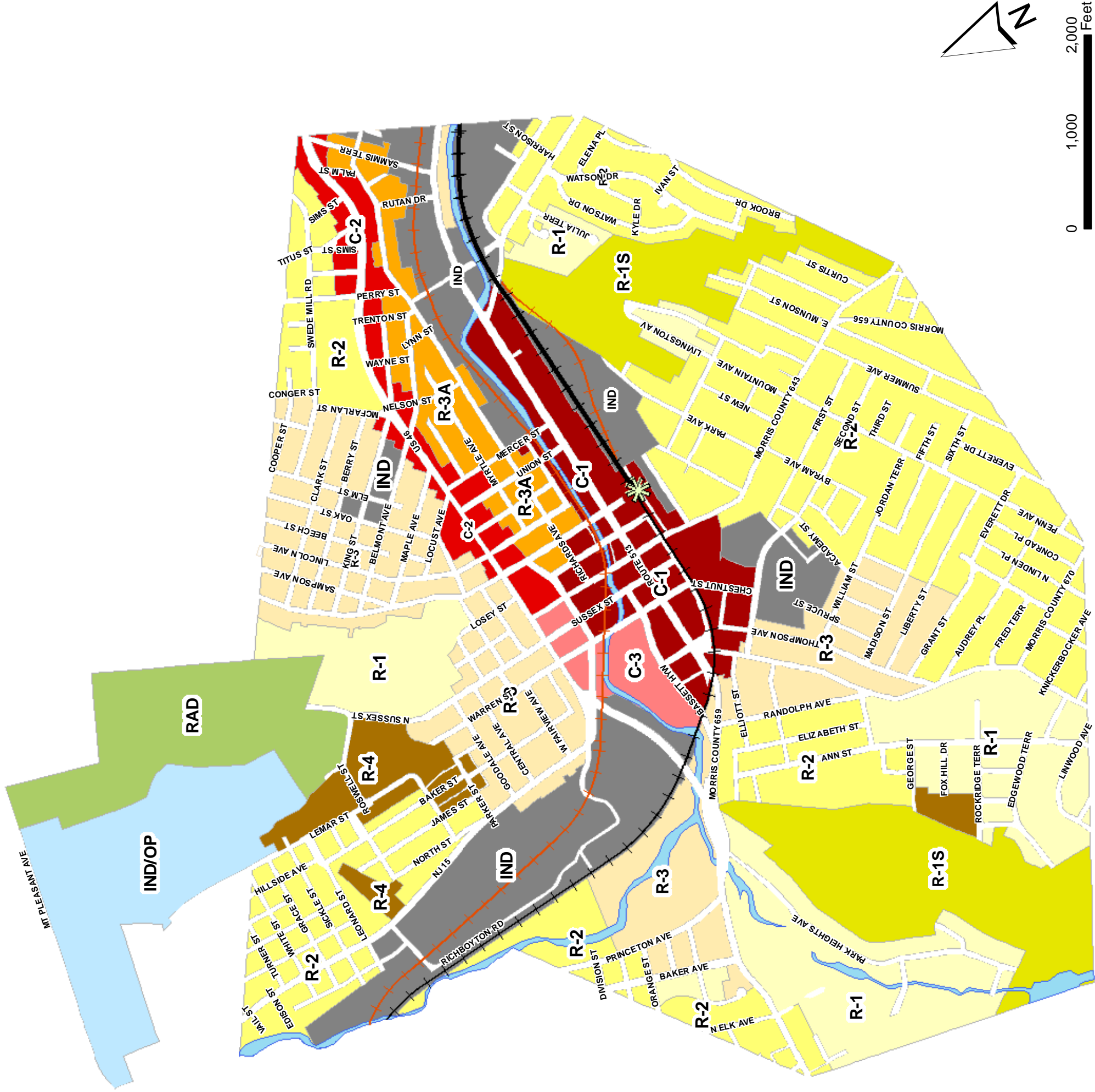
- C-1 - Retail Commercial
- C-2 - General Commercial
- C-3 - Light Industrial/Commercial
- IND - Industrial
- IND/OP - Industrial/Office Park
- R-1 - Single Family (7,500 S.F.)
- R-1S - Single Family/Steep Slope
- R-2 - Single Family (5,000 S.F.)
- R-3 - Double Family
- R-3A - Double Family/Rooming House
- R-4 - Multi-Family
- RAD - Redevelopment Area District

Town of Dover
Morris County, NJ



1:13,000

Heyer, Gruel & Associates



Town of Dover - Housing Element & Fair Share Plan

space. This area will be absorbing a large portion of the projected new development through the Transit Oriented Development Plan and other redevelopment planning initiatives underway

Commercial

The Town of Dover contains one main commercial corridor along Route 46, which traverses the Town from east to west. The uses along the corridor are characterized by strip-commercial establishments and independent local businesses in the form of banks, fast food establishments amongst others. The area along Route 46 is zoned Highway Commercial but will eventually be looked at closely for an upgrade of design standards that will continue to support the businesses located there as well as the corridor's regional traffic.

There are also solid retail commercial uses along Blackwell, which serves as the "downtown" of Dover. Above retail in this district are housing units and office space. There is only limited opportunity to develop new infill projects in this historically registered district.

Industrial

There are two primary areas where industrial zoning governs Dover's land use, Richboynton Road and the eastern edge of Dover along Blackwell & Richards Avenue adjacent to Rockaway River. While these zones function well for industry along Richboynton, there is a need to reconcile the incompatibility of land uses in the IND Zone along Blackwell Street.

The existing land use in the easternmost industrial zone is primarily a mix of commercial and residential with some parcels of industrial remaining. Adjacent to this zone is a senior citizen apartment building. While the area is some distance from the Downtown area, it acts more as an extension of the C-1 zone than the industrial zone.

Economic Policies and Constraints on Development

Economic

Dover does not have an Economic Plan Element as part of its Master Plan but it is very clearly outlined through their Land Use Plan how the Town envisions economic development to occur. The Town is small and not an employment intensive town and the Land Use Plan and zoning maintain appropriately scaled non-residential development for the area.

The target for economic development within the Town revolves around the mix of commercial uses along Route 46 and a pedestrian orientated retail and assembly (i.e. restaurants, taverns, galleries, etc.) uses in the Downtown. More specifically, the Downtown is designated as the core commercial area, emphasizing niche retailing with retail shops and restaurants on the ground level and a mix of residential units and professional office space on the upper floors. This will provide additional opportunity to provide employment through retail, service and entertainment space.

Constraints

Wetlands

The Town of Dover contains scattered wetland areas throughout the Town but primarily along the Rockaway River and Waterworks Park as well as the surrounding area of Bowlby Pond.

Wetlands are an important aspect of the hydrologic and hydraulic characteristics of the Town and serve several purposes. They support wildlife and distinct species of plant life. They also act as a retention basin for floodwaters and control various types of water pollution. Wetlands and their required transition areas are also vital resources to Dover as they aid in flood control as well as serving as a natural extension of the parks and recreational system.

Floodplains

The floodplain areas within Dover have some areas that generally coincide with the wetlands with a large percentage of floodplain following the Rockaway River through the highly developed Downtown area. The total flood plain area in these areas is highly regulated in order to avoid destruction of flood areas and the destruction of property that has been located and therefore subject to flooding. While these developed areas have restrictions the areas that are not developed serve to enhance the developed areas adjacent to them as parkland and wildlife habitat.

Topography

Although only regulated by municipal ordinance, Dover has severe slopes of at least 25 percent. Severe slopes create clear limitations of growth and development in terms of run-off and soil erosion, suitability of terrain for land uses, and safe access and is a viable constraint on development. They also fall under site suitability criteria in COAH regulations although most of the land is dedicated open space.

Land Ownership

A majority of land within the Town falls under private ownership. There is approximately 383 acres that are publicly owned with the Town itself owning 306 acres. Most of the land that the Town owns is currently developed. According to the most recent tax data, Dover only owns several acres of vacant land that is not dedicated to the parks and open space network.

Known Contaminated Sites

The Town of Dover has several contaminated sites. These sites are under the oversight of the NJDEP Site Remediation Program and have or had contamination present at levels greater than the applicable clean up criteria for soil, ground water standards and/or maximum contamination levels (MSL's) of the Safe Drinking Water Standards. The Town currently does not have a plan to remediate these known sites.

Wetlands & Flood Plains

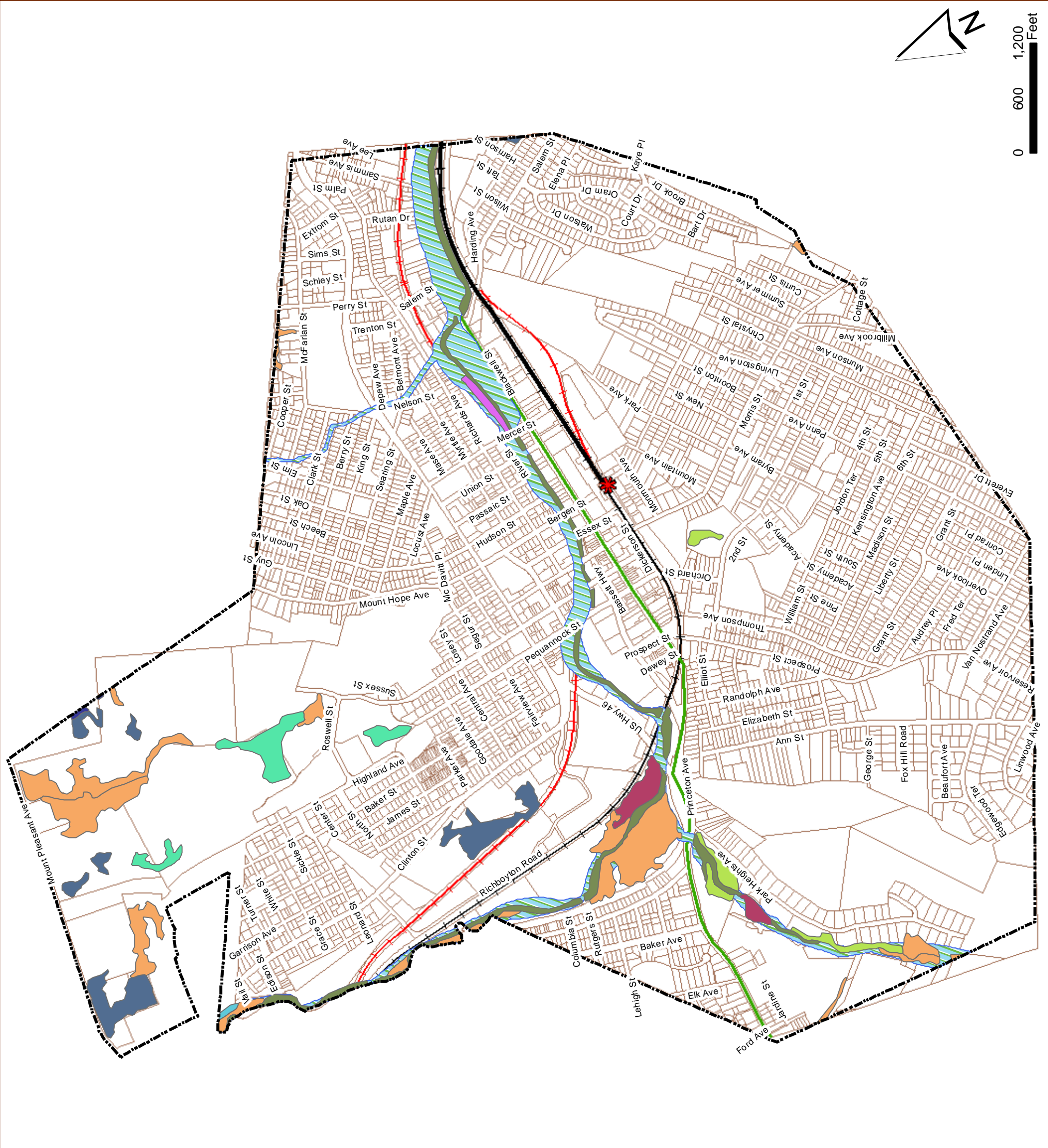
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Wetlands

- ARTIFICIAL LAKES
- DECIDUOUS SCRUB/SHRUB WETLANDS
- DECIDUOUS WOODED WETLANDS
- DISTURBED WETLANDS (MODIFIED)
- HERBACEOUS WETLANDS
- MANAGED WETLANDS (MODIFIED)
- NATURAL LAKES
- STREAMS AND CANALS
- WETLAND RIGHTS-OF-WAY (MODIFIED)

Flood Plains

- 100-Year Floodplain



Town of Dover
Morris County, NJ



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Surface Hydrology

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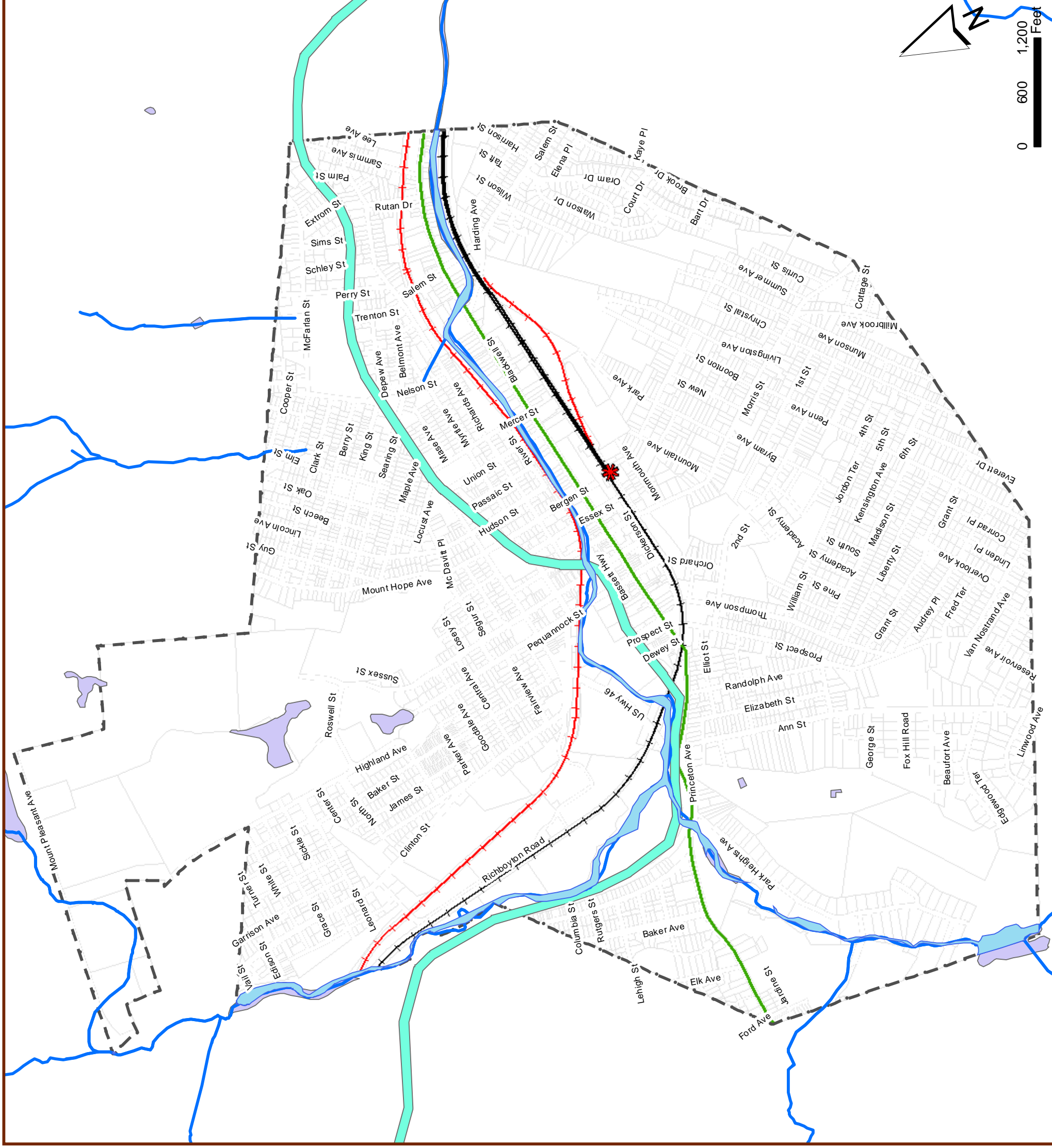
- Hydrography
- Morris Canal
- Lake
- Stream

Town of Dover
Morris County, NJ



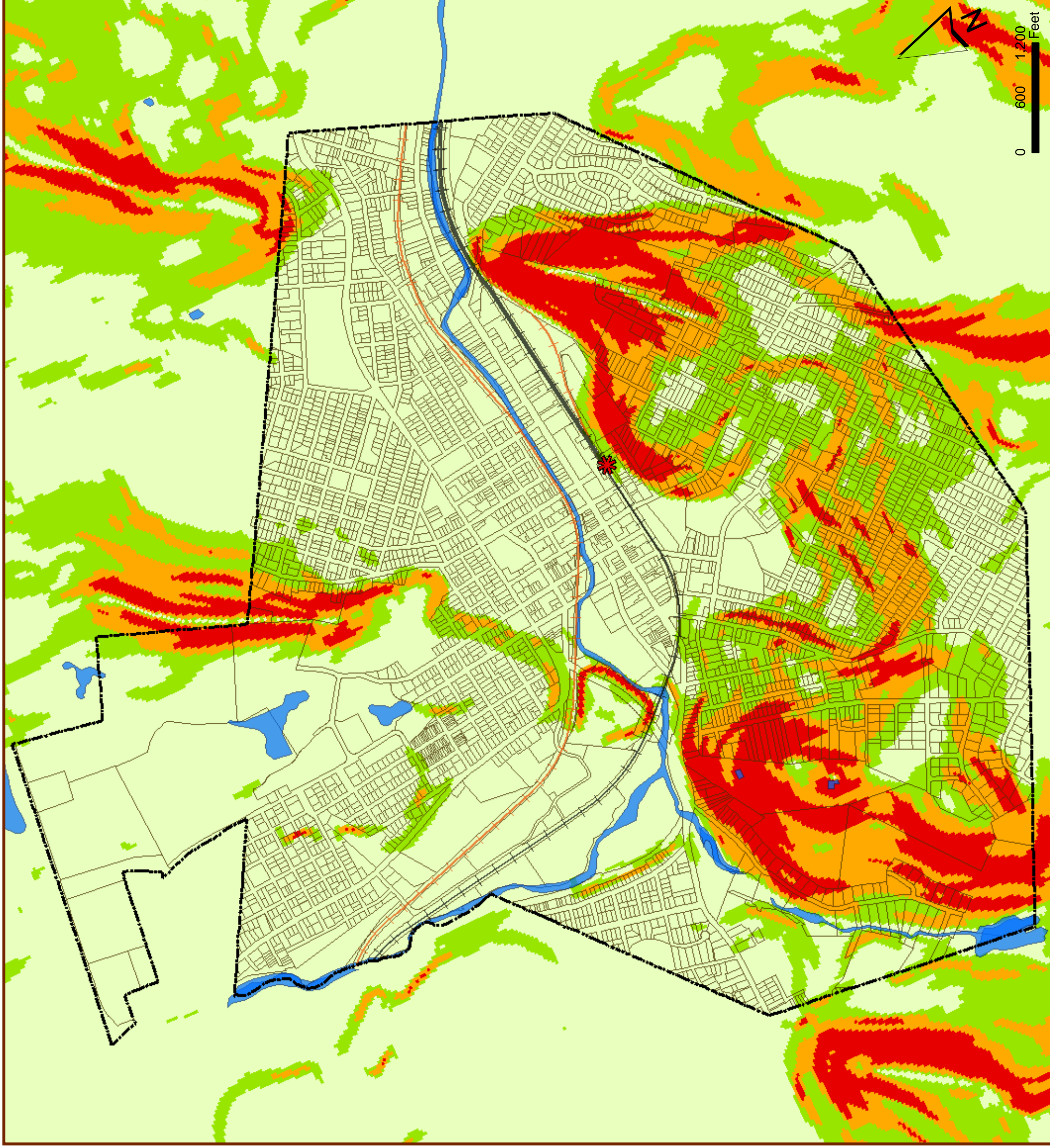
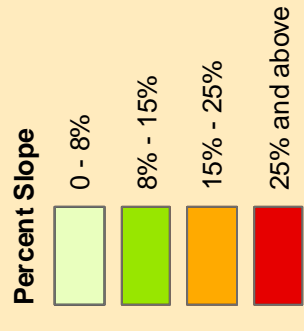
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Steep Slopes

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Town of Dover
Morris County, NJ

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Environmental Constraints

Legend

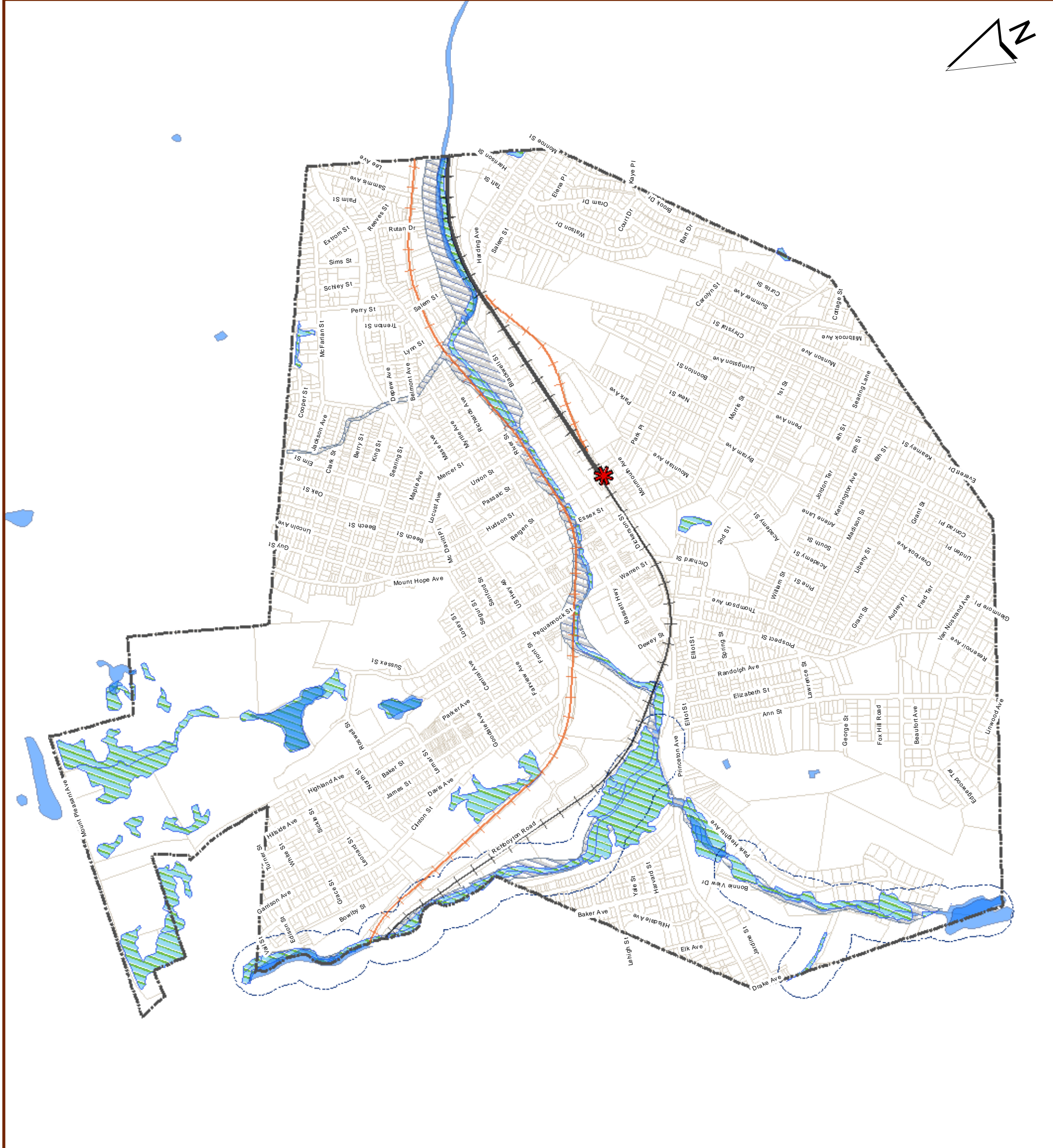
- Open Waters
- 100 Year Floodplain
- Wetlands
- Buffer of C1 Waters

Town of Dover
Morris County, NJ



















1:14,000

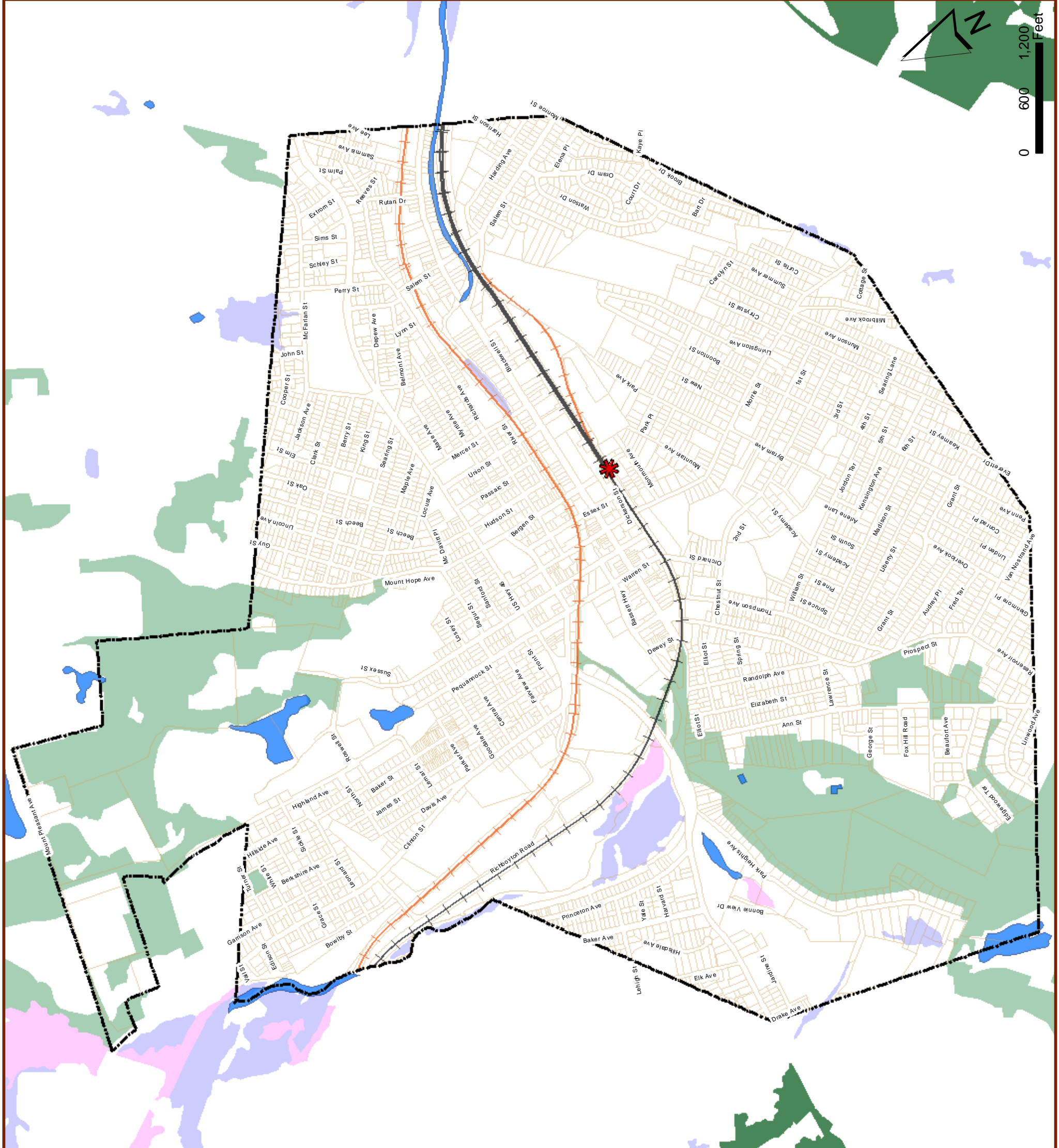
Hoyer, Gruel & Associates



Natural Heritage

Legend

-  Open Waters
- Emergent Wetland**
 -  Suitable (1)
 -  Priority Species (2)
 -  State Threatened (3)
 -  State Endangered (4)
 -  Federal T and E (5)
- Forest**
 -  Suitable (1)
 -  Priority Species (2)
 -  State Threatened (3)
 -  State Endangered (4)
 -  Federal T and E (5)
- Forested Wetland**
 -  Suitable Habitat (1)
 -  Priority Species (2)
 -  State Threatened (3)
 -  State Endangered (4)
 -  Federal T and E (5)



Town of Dover
Morris County, NJ

1:13,000



Heyer, Gruel & Associates

Town of Dover - Housing Element & Fair Share Plan

Active Sites with Confirmed Contamination			
Site ID (Master File)	PI Number	PI Name	Line1 Address
203540		108 Myrtle Ave	108 Myrtle Ave
228519		38 Edgewood Terr	38 Edgewood Terr
225038	293725	17 Knickerbocker Avenue	17 Knickerbocker Ave
259312	332193	18 Reservoir Avenue	18 Reservoir Ave
259345		80 James St	80 James St
35142		Jerry's Precision	42-60 Richboyton Rd
56814	031837	267 Rte 46 Assoc	267 Rt 46
257342	329629	35 Van Nostrand Avenue	35 Van Nostrand Ave
340902	421564	39 Jackson Avenue	39 Jackson Ave
340910		4 Christopher St	4 Christopher St
341544	422403	43 Liberty Street	43 Liberty St
341107		21 Claredon Terrace	21 Claredon Terrace
47179		Dover Town Old	120 Myrtle Ave
217990	284637	56 Audrey Place	56 Audrey Pl
48757		Dover Town MUA Well	Rutan Drive
166489	218888	77 Richards Avenue	77 Richards Ave
68355		32 Lawrence Street	32 Lawrence Street
118861	003688	American Modern Metals	22 Richboynton Rd
68423	G000024908	American Weldery & Steel Company	2 S Salem St
224344	292829	Carson & Gebel	91 Park Heights Ave
49715	026518	Consolidated Metals Corporation	100 E Dickerson St
3895	017226	Del Gas Enterprises	12 W Clinton St
40082	015128	Delta	61 Rt 46
3870	025975	Dover Gas	13 W Clinton St
206120	271110	Dover Shopping Center	63 105 Bassett Hwy
67055	G000010514	Dover Town Sanitary Landfill	N Sussex St
66725	G000008979	Dover Town Wd Well 5 & Wharton Wd Well 3	Princeton Ave & W Central Ave
3892	001474	Getty 56892	88 E McFarland St
58091	034024	John E Snyder Electric	171 Blackwell St
66552	G000007214	NJ Transit Dover Rail Yard	E Blackwell St & S. Morris St
3902	000884	Rutan Coal & Oil Company Inc	311 E Blackwell St
3897	005448	Spartan Oil Co	280 W Clinton St
3905	005167	Spartan Oil Co	200 Richards Ave
3888	018717	Woroco	341 Rt 46

Pending Sites with Confirmed Contamination			
Site ID (Master File)	PI Number	PI Name	Line1 Address
67170	G000011199	119 Clark Street	119 Clark St
219525	286543	25 27 Guy Street	25 27 Guy St
196845	258420	32 North Bergen Street	32 N Bergen St
67013	G000010248	Dime Savings Bank Dover	6 8 Guy St
66382	G000005144	Zimmerman Brothers AAMCO Transmission	246 - 248 Rt. 46

Regional Planning Regulations

State Development and Redevelopment Plan

According to the New Jersey State Development and Redevelopment Plan (SDRP) adopted in 2001, the Town of Dover lies entirely in Planning Area 1 or Metropolitan Planning Area. Further, Dover was designated a Regional Center in 1994 by the New Jersey State Planning Commission. Although the State Plan is meant as a guide, consideration of these designations is taken into account especially in terms of development when State agency approval is necessary. According to the preliminary map included here, there are no significant changes in designation from the 2001 Plan.

Currently, Dover is in the Municipal Assessment phase of the Plan Endorsement process. The Town officially entered the pre-petition process in December of 2007.

Highlands

Dover is also a part of the Highlands Region. The Highlands Water Protection and Planning Act, signed into law in August 2004, serves to protect, preserve and enhance water resources, open space and natural resources within the Highlands Region, limit development that is incompatible with such preservation, and encourage appropriate development consistent with the State Plan. There are two distinct designations for areas within the Highlands, Planning Area or Preservation Area. The Highlands Regional Master Plan was adopted July 17, 2008.

As currently mapped, the entire Town is included in the Highlands Planning Area which means compliance with the forthcoming Highlands Master Plan is voluntary and municipal ordinance, zoning and existing regulations continue to apply as currently proposed. Dover remains undecided whether or not it will pursue Plan Conformance with the Highlands Regional Master Plan but in all likelihood will continue to pursue Plan Endorsement through the Department of Community Affairs.

State Plan Areas

Legend

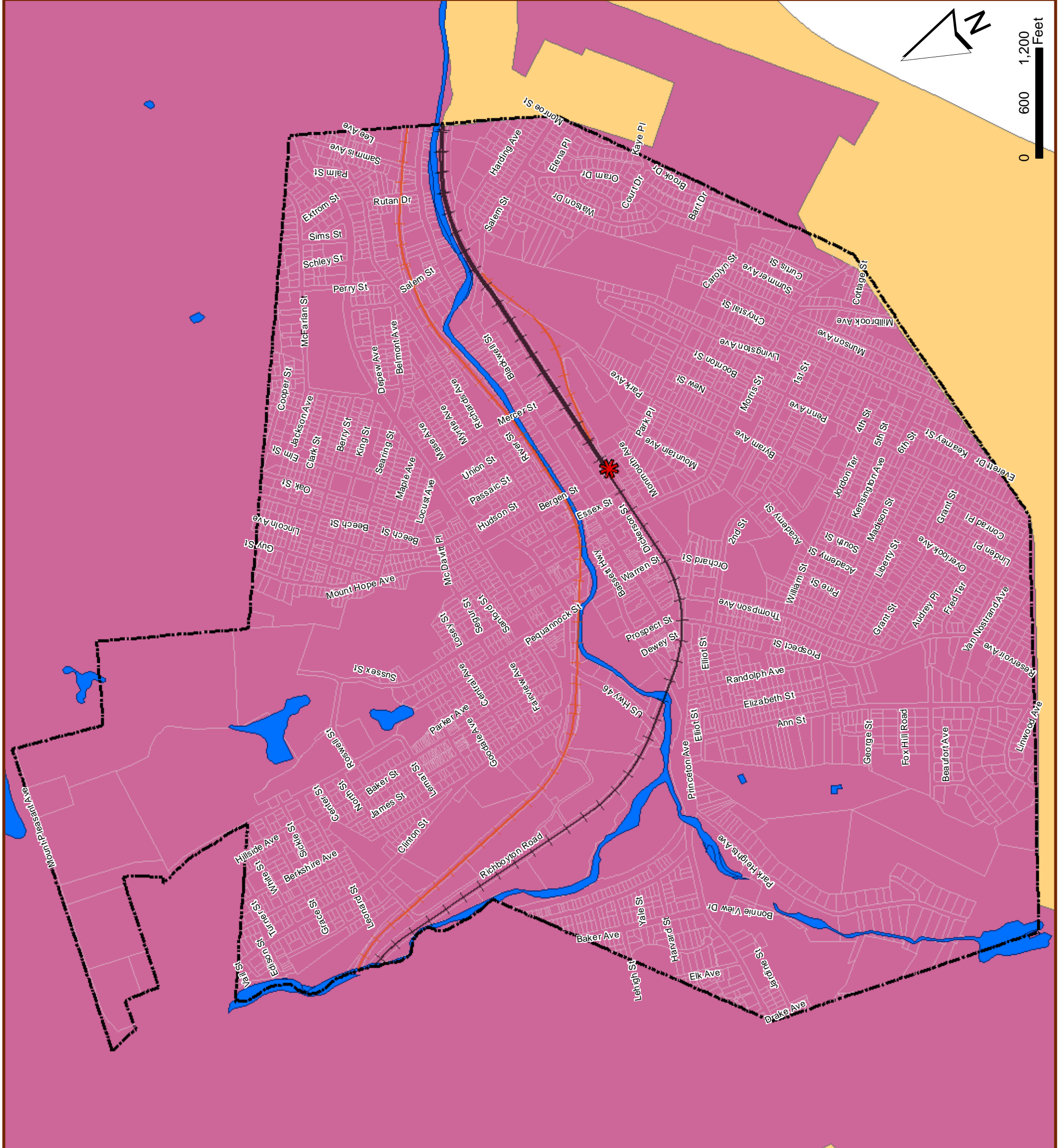
- METROPOLITAN
- SUBURBAN

Town of Dover
Morris County, NJ



1:13,000

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VI. CREDITS and ADJUSTMENTS

Second Round/Prior Round Obligation

At the time of petition, credits and corresponding bonuses for previous housing activity may be applied toward the prior round and growth share obligations. The following are the applicable credits listed in Chapter 97 of the Substantive Rules of COAH for the period beginning June 2, 2008:

- Prior Cycle: Housing units created and occupied between April 1, 1980 and December 15, 1986 in accordance with NJAC 5:97-4.2;
- Post 1986: One credit for each affordable housing unit within an inclusionary development, a municipally sponsored development or a 100 percent affordable development, in accordance with NJAC 5:97-4.3;
- Rehabilitation Credits: Rehabilitation of deficient housing units occupied by low- and moderate-income households performed subsequent to April 1, 2000, in accordance with NJAC 5:97-4.5. In order to receive a rehabilitation credit, a municipality shall submit information regarding the rehabilitated units on forms provided by the Council.

COAH has determined that Dover has a Prior Round Obligation of 6-units. The breakdown of how Dover may satisfy this requirement based on Second-Round rules is as follows.

- **Rental Component** 25% of the total (Prior Round 6) = 1.5 (2)
 - 50% of rental must be family (2 rentals required) = 1 unit
- **Family Component** 50% of the obligation (Prior Round 6) = 3
- **Maximum Age-restricted units** 25% of the total (Prior Round 6 + Rehabilitation Share 251) = 257) = 64.25
- **Bonus for rental** not to exceed 25% of the total (Prior Round 6) = 1.5 or 1

Existing Credits

Supportive Housing Credits

There are two (2) supportive housing developments located in Dover that fall under Prior Cycle credits. One supportive housing development is a level-A group home located at 133 Berry Street that includes (3) three family rental bedrooms, and the other is a two-family level A group home located at 93-95 Berry Street that includes (6) six family rental bedrooms. Both of these developments provide Dover with nine (9) affordable housing credits. A copy of the Alternative Living Surveys are provided in Appendix B and C.

Age-restricted Housing Credits

The Spruce Street Senior Housing was granted a Certificate of Occupancy in December 2003 for ninety (90) affordable age-restricted units. (A copy of the deed restriction is located in Appendix A.)

Applying Second Round rules, Dover is eligible to receive up to 25% of the prior round obligation plus the rehabilitation component or (64) sixty-four age-restricted units. However, since the Prior Round obligation must include 50% Family units, and 50% of the two (2) unit rental obligation must be Family units, only three (3) of the age-restricted units may apply. Only one (1) of these age-restricted units may apply to the rental obligation. This leaves Dover with eighty-seven (87) Age restricted units that it may apply toward its Third Round Growth Share Obligation (capped at 25% of the total growth share obligation).

VII. AMENDED AND REVISED THIRD ROUND FAIR SHARE PLAN

Since the adoption of Dover’s Third Round Housing Element and Fair Share Plan and petition for substantive certification in December of 2005, COAH’s affordable housing regulations were amended and the growth share approach revised to incorporate an independent assessment of the household and employment growth projections. In response to the amended regulations, this revised 2008 Third Round Housing Element and Fair Share Plan is proposed by the Town.

As stated in the 2008 Third Round regulations, a Fair Share Plan shall include at least the following requirements:

- Descriptions of any credits intended to address any portion of the fair share obligation.
- Descriptions of any adjustments to any portion of the fair share obligation.
- Descriptions of any mechanisms intended to address the prior round obligation, the rehabilitation share, and the growth share obligation.
- An implementation schedule that sets forth a detailed timetable for units to be provided within the period of substantive certification.
- Information and data to support a vacant land adjustment or a household and employment growth projection adjustment.
- Draft Fair Share Ordinances necessary for the implementation of the programs and projects designed to satisfy the fair share need.
- Demonstration that existing zoning or planned changed in zoning provide adequate capacity to accommodate any proposed inclusionary developments.
- Demonstration of existing or planned water and sewer capacity sufficient to accommodate all proposed mechanisms and;
- A spending plan, if the municipality intends on establishing an affordable housing trust fund.

Dover is part of Region 2 where the affordability guidelines set for the region will apply. The following outlines the measures that the Town will enlist to meet its Fair Share and constitutes its Fair Share Plan.

Application of Existing and Future Credits

Prior Round

The Town intends to apply existing credits to its Prior Round Obligation. In conformance with COAH regulation, the Town will be applying three (3) age-restricted units, two (2) supportive housing credits and one (1) rental bonus credit. The remaining seven (7) supportive housing credits and eighty-seven (87) age-restricted units will be applied to the Third Round Obligation Growth Share.

Town of Dover Prior Round Obligation	
Rehabilitation Share	251
<i>Town of Dover Rehab Program</i>	63
Remaining Rehabilitation Share	188
Prior Round Obligation	6
<i>Spruce Street Senior Housing</i>	3
<i>133 Berry Street (2 rental)</i>	2
<i>Rental Bonus</i>	1
Prior Round Obligation	0

Town of Dover - Housing Element & Fair Share Plan

Growth Share

Under the revised rules as of October 20, 2008, COAH has determined that Dover has a Growth Share Obligation of 137-units. The breakdown of how Dover may satisfy this Third Round Growth Share Obligation requirement based on COAH regulations is as follows.

- **Rental Component Minimum-** 25% of Growth Share (137) = 34.25 of the Town's obligation must be addressed with rental housing. No more than 50% (17.12 units) of this rental housing obligation can be met with age-restricted housing.
 - **Bonus for rental-** After 25% rental obligation is met (34.35). Provided that (50% are family rentals or 17.12). If yes, then 2 for 1 credit for family and 1.25 for supportive housing may be applied
 - **Rental Bonus Maximum-** 25% of Growth Share (137) = 34.25
- **Maximum Age-Restricted Units-** A maximum of 25% of Growth Share (137) = 34.25 of the Town's obligation can be met with age-restricted housing.
- **Family Obligation-** 50% of Growth Share (137) = 68.5
- **Low Income Obligation-** 50% of Growth Share (137) = 68.5
- **Very Low Income Minimum-** 13% of Growth Share (137) = 17.81 of the Town's growth share obligation must be affordable to very low-income households. Very low-income households are defined as those households earning less than 30% of the regional median income. Nine (9) of these units must be family. This 13% very low obligation may be included as part of the 50% low-income requirement.

Dover has, and continues to, provide for affordable opportunities through the approval and negotiation of several development projects. These projects will be credited towards the projected Growth Share obligation of 137 units. Existing units, projects approved, and/or in the project development pipeline that are applicable for credit include:

- In conformance with COAH regulations, Dover will be applying thirty-four (34) age-restricted credits from Spruce Street Senior Apartments (Appendix A). The thirty-four (34) age-restricted credits are in compliance with the maximum permitted. Additionally, seventeen (17) of these thirty-four (34) credits may be applied to the rental requirement. Additionally, all of these senior units qualify for low-income status.
- The recently approved Granny Brook Apartments, is a 20% inclusionary project that will provide five (5) affordable family rental units. The project was granted site plan approval and is pending a developer agreement with the Governing Body to perfect the numbers (see Appendix D).
- The Community Options licensed supportive housing project at 133 Berry will provide one (1) family rental credit as two (2) credits were applied to the Prior Round (Appendix B).
- The Community Options licensed supportive housing project at 93-95 Berry will provide (six) 6 family rental credits towards its rental obligation (Appendix C).

The Town is currently negotiating an inclusionary opportunity within the Bassett Highway Redevelopment Plan Area with Trammel Crow Residential. The project will yield twenty-eight (28) affordable family rentals (of which Dover will seek fourteen (14) for low-income

Town of Dover - Housing Element & Fair Share Plan

and fourteen (14) for moderate-income within this project). The Town will be applying these credits towards its family rental obligation.

- Habitat for Humanity Appendix F has provided one (1) unit at 114 Baker Street for sale to a very low-income family. This project is entitled to a 2 for 1 bonus credit from this project for a total of two (2) credits.

Town of Dover Growth Share Obligation	
Rehabilitation Share	251
<i>Town of Dover Rehab Program</i>	52
Remaining Rehabilitation Share	199
Growth Share Obligation	137
<i>133 Berry Street</i>	1
<i>93-95 Berry Street Rental</i>	6
<i>Granny Brook Rental</i>	5
<i>Spruce Street Senior</i>	34 (17 rental)
<i>Bassett Highway Family Rentals</i>	28
<i>Habitat for Humanity</i>	1
<i>Rental Bonus</i>	21
<i>Very Low-Income Bonus</i>	1
Remaining Growth Share Obligation	40*

Remaining Growth Share Obligation

The remaining forty (40) unit Growth Share obligation will be pursued through ordinance work (with an analysis as to the potential for inclusionary zoning) within the Transit-Oriented Development Plan district. This work will in-effect become either a redevelopment plan for an "Area in Need of Rehabilitation" that was designated pursuant to the Local Redevelopment and Housing Law or revisions to the Town Zoning Code. Work on this portion of the plan has already begun and will likely be completed by the end of the first reporting period for inclusion into the Plan. It is anticipated that the area will include an inclusionary component. Inclusionary development built within this zone are entitled to a 1.33 for 1 bonus credit. It is preliminarily anticipated that the area may tentatively yield 124 affordable units under the right market conditions, which is more than enough to handle the remaining 44 units. Preliminarily, bonus credits may also be applied, although it is recognized that bonus credits are capped at 25% of the Growth Share Obligation.

Rehabilitation

Dover has sixty-three (63) units of rehabilitation credits to apply toward its obligation. As detailed in Appendix G, the Town has been working toward its rehabilitation obligation. The Town understands that it must provide sufficient funds to complete no less than half of its 251 rehabilitation obligation by the mid-point of substantive certification. The mid-point of the certification period occurs in 2013 and will require Dover to rehabilitate an additional sixty-two (62) by that time.

Town of Dover - Housing Element & Fair Share Plan

Proposed Mechanisms

Rehabilitation

As previously mentioned, Dover’s rehabilitation obligation is 251. While this Plan seeks to address this number, the Town will be reviewing whether an Exterior Housing Survey is worth pursuing as this new obligation represents a significant increase from COAH’s previous rehabilitation obligation of 124 under prior third round rules. This determination will be made within the first reporting period and when COAH provides the guidelines outlining such procedure.

As documented in Appendix G, the Town has rehabilitated a number of housing units within the Town. Through October 2008, Dover has rehabilitated 63 units, which are affordability restricted through a 99-year lean filed against the property within a revolving loan fund.

It is anticipated that the Town of Dover will continue to work through the NJDCA Small Cities to rehabilitate existing substandard housing units with the Town. The Town, as part of this Fair Share Plan, will be instituting a rehabilitation program in accordance with NJAC 5:94-4.3 to meet its remaining rehabilitation obligation. Dover will either run the program in-house or contract with a qualified agency to run the program as they did under previous COAH rounds. In either case, a operating manual for the housing rehabilitation program will be developed in accordance with UHAC standards.

The Town plans to continuing rehabilitating units at a rate of approximately twenty (20) units a year through the year 2018. Money to fund the Rehabilitation Program will be derived from developer’s fees and previous developer agreements that will be kept in the affordable housing trust fund. The Town will also investigate alternative funding sources and programs, such as partnering with non-profits such as Habitat for Humanity, to supplement its rehabilitation initiative.

Town of Dover Rehabilitation Schedule						
Year	2008 - 2010	2011 - 2012	2013 - 2014	2015 - 2016	2017 - 2018	Total
Number of Units	28*	40	40	40	40	188

* Six (6) have been completed so far in 2008.

COAH sets forth that the average cost per unit for rehabilitation must be \$10,000 in hard costs. The Town understands that it must provide sufficient funds to complete no less than half of the obligation by year five of the certified plan. Dover will structure the program to recapture rehabilitation loan funds if the unit is sold prior to the end of the affordability controls. This money will be placed into a separate interest bearing account and will be used to further fund future rehabilitation units in the Third Round. The administrator or contracted party will maintain the necessary documentation for each rehabilitated unit and will complete and submit the required monitoring reports.

Development Fee Ordinance

In conformance with the September 2008 model ordinance on COAH’s webpage, the Town will be requesting review and approval of an amended development fee ordinance (Appendix H). Monies generated by the ordinance will be used to fund both the rehabilitation program and prospectively affordability assistance. Appendix I contains the preliminary Spending Plan.

Growth Share

In compliance with the above requirements, the Town proposes the address its 137-unit Growth Share obligation through applying its credits and future development. As previously described, once credits are applied, the remaining Growth Share obligation will be forty (40). Obviously, monitoring and reporting of actual development and its associated obligations imposed on the

Town of Dover - Housing Element & Fair Share Plan

Town will continue to ensure the Town's obligation is met. As depicted in this Plan, the anticipated growth share generated is consistent with the projections in Appendix F of NJAC 5:97 and the affordable units anticipated will meet the Town's obligation.

The Town intends to ensure its continued obligation to provide affordable housing is met through inclusionary development zoning, in the Transit-Oriented Development Area. The vast majority of this area is in control of the municipality, but before development takes place agreements on how to handle commuter parking for Dover Station will be required with NJ Transit. However, because of the complexity of development, it is likely that development will be broken-down into two phases; TOD North and TOD South. It will be the intent to ensure that the new zoning will conform to COAH rules and include affordable housing.

100% Affordable

To address any shortfall, the Town reserves the right to propose, and take credit for, 100% affordable projects. Dover is extremely limited for additional viable options to provide realistic affordable housing development opportunities. However, of the minimal developable land outside of the Downtown area, the Town will continue to seek out the opportunity to develop the 3-unit Spring Street project that was anticipated in the last Housing Plan (November 28, 2005). Although the original developer of the project fell through, the Town will continue pursuing other non-profit organizations, such as Habitat for Humanity or Catholic Charities to build this project. Any units created through this mechanism will have the land donated to ensure affordability.

Affordable Housing Ordinance

Dover intends to review the potential of adopting a Fair Share Affordable Housing Ordinance once COAH publishes their model.

Very Low-Income Affordable Housing / Write down Program

A municipality is required to restrict at least 13% of its growth share obligation to very low-income households, which requires the provision of eighteen (17.81) units of very-low income affordable housing. A municipality is also required to use 30% of its affordable housing trust fund on rental assistance to very-low income households.

VIII. Implementation Schedule

As is evident from the projects outlined in this plan, the Town of Dover is moving forward in its attempt to provide a realistic opportunity toward the creation of affordable housing.

To meet the Prior Round (6) and Growth Share (137) obligations by the end of 2018, Dover proposes a phased implementation program. The ten-year period between 2008 and 2018 will be divided into five phases of two years each, as given below:

Town of Dover Implementation Schedule for Rehabilitation and Growth Share Obligation			
	Housing Period	Rehabilitation	Number of New Units
Phase 1	2009-2010	28	5
Phase 2	2011-2012	40	23
Phase 3	2013-2014	40	8
Phase 4	2015-2016	40	-
Phase 5	2017-2018	40	124

This Implementation schedule is designed to outline the Town’s intent to meet its obligation beginning at this Plan’s adoption and through 2018. While this Plan is not static, its intent is to provide a framework that actually produces housing while invigorating the community through an integrated planning approach. Dover intends on utilizing the reporting periods in a way that not only advances the creation of affordable housing but also ensures that the years of comprehensive planning remains fully intact. While the Town will continue its efforts toward addressing the growth projections in Appendix F of NJAC 5:97 within the first reporting period, subsequent reporting periods may require alternative strategies as more is known. The Town will continue proactively planning to meet its affordable housing obligations while monitoring the current marketplace as it relates to the future build-out potential.

Subsequent reporting periods may require a revised strategy and Plan amendments. However, these strategies cannot be fully detailed until more is known regarding such things as market conditions, the true impact of Transit Hubs and/or Transit Villages, and the impact of what is seen as a ever changing affordable landscape due to future court decisions.

The following is the preliminary schedule that the Town of Dover intends to petition COAH with;

<i>REPORTING PERIOD</i>	<i>DESCRIPTION</i>
<i>2009-2010</i>	<ul style="list-style-type: none"> • The Town will continue to monitor its Growth Share obligations in concert with current market conditions as it relates to future Bassett Highway Redevelopment Plan development and other in-fill opportunities, of which are not known at this time. • Buildout of the Granny Brook rental project is expected. • The Town will submit the required information and supporting documentation to COAH for affordable units as they are constructed and granted Certificates of Occupancy. • Analyze the viability of performing an Exterior Housing Survey per COAH’s rules. • Continue pursuing non-profit developers to build the 3-unit 100% affordable project on Spring Street for the next reporting period • Review the opportunities to strengthen the Town’s Housing Authority to provide more affordable housing support. • The Town will be analyzing the future growth potential of the Dover Station Area

Town of Dover - Housing Element & Fair Share Plan

	<p>and downtown and finalizing its form-based code ordinance. It is anticipated that the ordinance will promote and/or require an inclusionary approach. The Town will submit its form-based code ordinance for the Transit-Oriented Development Area as an amendment to the Fair Share Plan.</p> <ul style="list-style-type: none"> • Set up of a complete Rehabilitation Program.
2011-2012	<ul style="list-style-type: none"> • The Town will submit the required information and supporting documentation to COAH for affordable units as they are constructed and granted Certificates of Occupancy. • Continue the Rehabilitation Program.
2013-2014	<ul style="list-style-type: none"> • Full Build-out of the Trammel Crow project is anticipated and it is anticipated that this project will be the catalyst for additional opportunity for growth in the Downtown area. This growth corresponds to COAH's projections. The Town will continue to monitor its Growth Share obligations in concert with current market conditions as it relates to future Bassett Highway Redevelopment Plan development and other in-fill opportunities. • The Town will submit the required information and supporting documentation to COAH for affordable units as they are constructed and granted Certificates of Occupancy. • Continue the Rehabilitation Program.
2015-2016	<ul style="list-style-type: none"> • Town will submit the required information and supporting documentation to COAH for affordable units as they are constructed and granted Certificates of Occupancy. • Continue the Rehabilitation Program.
2017- 2018	<ul style="list-style-type: none"> • Town will submit the required information and supporting documentation to COAH for affordable units as they are constructed and granted Certificates of Occupancy. • Construction of the Transit-Oriented Development Area is anticipated to begin. • Continue the Rehabilitation Program.

Appendices

COAH Compliance Documentation

Appendix A

Spruce Senior Housing



Prepared By:

Eugene E. Walsh
Eugene E. Walsh

LIHTC #649

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.
- (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

Tax
exempt
PACK
60.00

Extended Use Agreement for competitive tax credits

Pg 1 of 7

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:

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 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) 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) 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) 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

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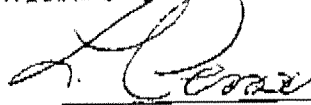
further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended 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

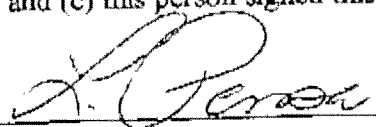


 Eugene E. Walsh, President
 Spruce Housing Non-Profit Corporation
 As General Partner

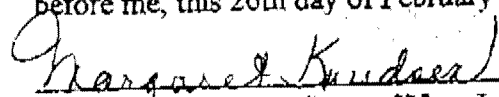
DB05578P050

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, 2007

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

Extended Use Agreement for competitive bid credits

Pg 6 of 7

DB05578P051

END OF DOCUMENT

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 runs 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 IIII on the tax map of the Town of Dover

DB05578R046

Appendix B

Alternative Living Arrangement- 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

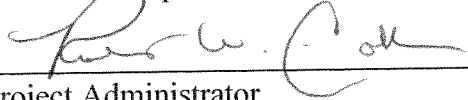
Age-restricted? ___ Yes No

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
Garner 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:

PROJECT
NEW COOP
SECT

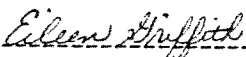
Eileen Griffith L.S.
Eileen Griffith, Secretary

State of New Jersey,
County of Morris ss:

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

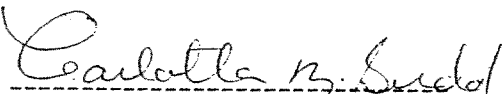
EILEEN GRIFFITH

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 CARMELA 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

Jessie J. Bell
MORRIS COUNTY CLERK

BOOK 2358 PAGE 745

Appendix C

Alternative Living Arrangement- 93-93 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

Population Served (describe): adults with disabilities

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

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: *Raia Col* 11.06.08
Project Administrator Date

Certified by: _____ Date _____
Municipal Housing Officer

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.

- PURCHASE AGREEMENT.** The Seller agrees to sell and the Buyer agrees to buy the property described in this Contract.
- 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
- Purchase Price.** The purchase price is \$250,000.00.
- 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:

REFRIGERATOR + STOVE (A) JM

(b) The following items are EXCLUDED from this sale:

WASHER/DRYER + DISH WASHER AS IS CONDITION (PI) 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 *[Signature]*, Secretary

COMMUNITY HOPE, INC. (Buyer)

by *[Signature]*

Appendix D

20% Inclusionary Project- Granny Brook Apartments

RESOLUTION OF FINDINGS AND CONCLUSIONS

**BOARD OF ADJUSTMENT
TOWN OF DOVER**

R E S O L U T I O N

WHEREAS, HIGHLANDS REAL ESTATE INVESTMENT GROUP has applied to the Board of Adjustment of the Town of Dover, for variance relief and preliminary and final major site plan approval to permit the conversion of a factory/warehouse building to a 27 unit apartment building on property located at 91 Park Heights Avenue and known as Block 202, Lot 6, on the tax map of the Town of Dover, which premises are in an R-1 Residential 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 property in question is approximately rectangular in shape. It has frontage of 393.83 feet along Park Heights Avenue to the south and an average depth of 296 feet. The property narrows slightly from front to back so that the rear property line is 349 feet. The rear of the property is also pinched in, thereby lessening the depth of the lot at the pinched in point to 265 feet.

2. Jackson Brook traverses the rear of the property in an east-west direction. Jackson Brook is a Class A – Category 1 stream. The property also contains both regulated wetlands and flood hazard areas and is further constrained by a sanitary sewer easement in the middle of the parcel, also traversing it in an east-west direction. The topography of the lot is such that the Park Heights Avenue frontage is higher than the rest of the property. It slopes generally downward to the brook and then levels out.

3. The property is located in the Town's R-1 Residential Zone which generally permits one family dwellings and certain residential accessory structures on lots of 7,500 square feet. With an area of 99,814 square feet, the lot is more than 13 times larger than the lot area required in the zone. To the south of the subject property, across Park Heights Avenue, are a number of one family dwellings on lots appropriately sized to the R-1 Zone. To the north is a 20 acre parcel occupied by St. Clare's Hospital. To the west is a four acre undeveloped parcel owned by the Town of Dover. To the east is a lot zoned for and developed with a one family dwelling. Farther to the east is public parkland known as Hurd Park.

4. Situated on the property at present is an old, three story stone and brick building and four one story stone or brick buildings, all of which were used many years ago as a ribbon factory, and which today are in use as warehouse/storage facilities. Also on the property, in various locations, are thirteen (13) containers used for storage purposes. The factory/warehouse use is a pre-existing non-conforming use within this R-1 Zone.

5. Applicant seeks to adapt and re-use the largest building as a 27 unit apartment building, of which 22 would be market rate units and 5 would be low and moderate income rental housing. In the process of this adaptive re-use, the other four smaller buildings would be demolished and all of the containers would be removed from the lot. Applicant has been issued an NJ DEP wetland and stream encroachment permit in November 2007 approving the proposal.

6. Access to the property would be via a one way in - one way out driveway in the extreme southeasterly corner of the lot where it adjoins Park Heights Avenue. A drive aisle would traverse the front of the building, and parking for 56 vehicles would be provided in accordance with the Residential Site Improvement Standards, most of them in the rear of the building.

7. The proposed development requires the following variance relief:
 - a. Relief, pursuant to N.J.S.A. 40:55D-70d(1) for a use variance permitting a multiple family dwelling in a one family zone (ordinance Section 236-13A).
 - b. A variance from Section 236-13D(4) to permit lot coverage in excess of the 4,300 square foot maximum. Lot coverage of 42,421 square feet is proposed.
 - c. Variance from Section 236-13F(1) to permit some of the dwelling units to be less than the ordinance requirement of 1,000 square feet.
 - d. Variance from Section 236-26 which requires that the conversion of any dwelling to accommodate an increased number of dwelling units or families take place only within a district in which the new building would be permitted. As indicated above, the existing structure is non-conforming to the zone.
 - e. Variance from Section 236-27 to permit the expansion of a non-conforming structure.
 - f. Variance from Section 236-33E which prohibits retaining walls in excess of 4 feet. Applicant proposes a retaining wall of over 14 feet.
 - g. Variance from Section 236-43F(2) to permit off-street parking in the front yard setback.
 - h. Variance from Section 236-21.2(B)(2)(a) which prohibits site disturbance, structures or impervious coverage within critical slope areas (i.e., areas having a grade of 25% or greater.) The area in the southeast portion of the property contains critical slopes where the 14 foot retaining wall is proposed.
8. In connection with this project, the Board has reviewed the following:
 - a. Variance application.
 - b. Site plan entitled "Major Preliminary and Final Site Plan; Granny Brook

Brook Apartments; prepared for Highlands Real Estate Investment Group for the proposed residential development to be located in Lot 6, Block 202; Town of Dover, Morris County, New Jersey" bearing latest revision date of June 9, 2008 prepared by J. Michael Petry, PE, PP, RA, of RCC Design, consisting of thirteen (13) sheets as follows:

- (1) Sheet 1: Title Sheet
- (2) Sheet 2: Boundary and Topographic Survey
- (3) Sheet 3: Demolition Plan
- (4) Sheet 4: Layout Sheet
- (5) Sheet 5: Grading, Drainage and Utility Plan
- (6) Sheet 6: Landscaping and Lighting/Tree Removal Plan
- (7) Sheet 6A: Lighting Plan
- (8) Sheet 7: Soil Erosion and Sediment Control Plan
- (9) Sheet 8: Detail Sheet
- (10) Sheet 9: Detail Sheet
- (11) Sheet 10: Detail Sheet
- (12) Sheet 11: Detail Sheet
- (13) Sheet 12: Sanitary Profile – Detail Sheet

c. Stormwater Management Report dated August 2007 prepared by RCC Design, Inc.

d. Stormwater Management Facility Maintenance Plan Manual, dated August 2007, prepared by RCC Design.

e. Floor plans and elevations entitled "Building Renovation for Granny Brook Apartments, 291 Park Height Road; Dover, New Jersey" bearing latest revision date of February 28, 2008, prepared by Kurt H. Schmitt, Architect, consisting of three (3) sheets as

follows:

- (1) Sheet A-1: Floor Plans
 - (2) Sheet A-2: Preliminary Floor Plans – Alternate
 - (3) Sheet A-3: Elevations
- f. Steep slopes map dated February 26, 2008, prepared by RCC Design, Inc.
- g. Soil/Fill Removal Plan dated February 26, 2008, prepared by RCC Design, Inc., consisting of three (3) sheets.
- h. Letter report dated June 4, 2008 from Michael A. Hantson, PE, PP, CME, Town Engineer.
- i. Letter report dated May 29, 2008 from Marty Reynolds, Dover Fire Official.
- j. A number of exhibits were placed in evidence by both the Applicant and by objectors to the application.

9. As indicated above, the main structure, which will be preserved, is old and in need of substantial repair. It is three stories in height and is built into the slope of the property such that the height of the front of the structure facing Park Heights Avenue is substantially lower.

10. The dwelling units sought to be created are all one and two bedroom apartments with kitchens, bathrooms and living/dining rooms. Several of the units exceed 1,000 square feet, but most are smaller, and one is 605 square feet.

11. Applicant's professional planner, Peter Steck, PP, testified at length with regard to the project. He acknowledged that a use variance is required under N.J.S.A. 40:55D-70 of the Municipal Land Use Law but offered alternative bases for relief in this regard. In the first

first instance, he testified that the property qualifies for the variance under the "extreme hardship" rationale, indicating that it is not possible to use the existing structure as a one family dwelling for which the property is zoned. On the one hand, it is far too large to be used as zoned. On the other hand, if the structure were to be demolished and the property developed with one family dwellings, the utility of the lot for such development would be significantly attenuated given the steep slopes, wetlands, wetlands transition areas and sewer easement which impact the property.

12. In addition to the extreme hardship rationale, Mr. Steck also testified that special reasons exist for granting the variance in that the proposal advances purposes of zoning as articulated in N.J.S.A. 40:55D-2 of the Municipal Land Use Law. Specifically:

a. He stated that the adaptive re-use of the property will "promote the public health, safety and welfare" (Subsection a). The proposal will take a building substantially in need of repair which is used in a way that is completely antithetical to the surrounding R-1 Zoning and renovate it into a usable facility with modern up-to-day elements to be used in a way that, while not a permitted use in the R-1 Zone, is nevertheless one which is much closer and more compatible to an R-1 use than the present use. In this regard, the Board also notes the testimony of Applicant's traffic expert Joseph Staigar, PP, who indicated that the traffic generated by the proposed residential use was more in keeping with the surrounding use than the truck traffic that is generated by the existing and permitted non-conforming industrial use.

b. Mr. Steck also contended that the renovation of the building will provide "sufficient space in [an] appropriate location for a variety of...residential...and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens." (subsection g) The proposal of low and moderate income housing units is noted in this regard as well as the size of all of the units which will provide much

provide much needed rental housing equipped with modern amenities without resulting in a substantial number of school children that would impact on the public educational facilities provided by the Town. Moreover, the developmental footprint will not create a significant impact on the property, given the fact that the largest structure will be adaptively re-used and four other structures and many outside storage containers will be removed from the property, thus avoiding impact on the wetlands and wetlands transition areas on the lot.

c. The project will promote “a desirable visual environment through “creative development techniques” (subsection i) Mr. Steck noted that the building, as a prior industrial facility, has many windows which were used to promote light for the workers performing manufacturing activities inside the building. A number of them have been boarded up for the existing warehousing operation. Applicant plans to use the older openings and install new windows, creating a very usable and attractive multi-family structure.

d. The proposed development will “promote the conservation of historic sites and structures.” (subsection j) Although the building is not on the State or National Register of Historic Sites, it is clearly an historic building in the Town of Dover as is stated in Dover’s Master Plan. While the proposed use will alter the building somewhat (most particularly in its interior) it will preserve and enhance the historic texture of the original building.

13. It is also noted that Applicant is offering to include five (5) low and moderate income housing units. At the present time it is unclear what the COAH requirement will be for this project. Under COAH standards in place when the application was filed, the number of low and moderate income units required would be lower. However, during the pendency of this application, Applicant increased the number of such units to five. Accordingly, there is an “inherently beneficial” aspect to this application even though that rationale was not advanced by the Applicant as the sole or main justification of the use variance.

14. The Board concurs with Mr. Steck's testimony as to the use variance and finds that Applicant has met its burden of proof with regard to the positive criteria.

15. With regard to the dimensional variances:

a. The variances sought from Sections 236-13F(1), 236-26 and 236-27 are derivative of the use variance discussed above and are subsumed within it.

b. The variance with regard to the retaining wall (section 233-33E) and the disturbance of steep slopes (section 236-21.2(b)(2)(a)) are primarily a product of the imposition of the Residential Site Improvement Standards which require the amount of parking proposed for the property and which are unavoidable.

c. The lot coverage variance required pursuant to section 236-13D(4) is a function of the imposition of R-1 standards on a lot many times larger than the permitted lot size and one which is not readily adaptable to the R-1 uses.

d. The variance to permit seven (7) of the fifty-six (56) parking spaces in the front yard (section 236-43F(2)) is the result of several factors, i.e., the location of the existing structure on the lot, the location and presence of the wetlands, Jackson Brook and the sanitary sewer easement on the parcel. All of these are factors which the Board is bound to consider with regard to applications submitted under the c(1) section of N.J.S.A. 40:55D-70.

16. Accordingly, the Board finds that Applicant has met its burden of proof as to the positive criteria with regard to these variances as well.

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. The building is presently in an advanced state of neglected maintenance.

Although maintenance can be performed in connection with the present use of the property, the present use does not call for improved maintenance with the same urgency as the proposed use.

2. The building will be equipped with sprinklers and, because of the proposed renovation and adaptive re-use, it will be required to meet present code requirements.

3. Applicant's traffic expert, Mr. Staigar testified that the vehicular trip generation of the proposed use would be fourteen (14) trips in the a.m. peak hour and seventeen (17) trips in the p.m. peak hour. The Board concurs with Mr. Staigar's contention that this amount of traffic is relatively inconsequential and is less than the amount of traffic that would be generated by a 30,000 square foot industrial structure (i.e., 27 a.m. peak hour and 30 p.m. peak hour trips). In addition, the proposed vehicular traffic will be almost all automobiles whereas an industrial facility will have many more trucks entering and exiting the site.

4. The proposed location of the driveway in and out of the site is an improvement over the present Y configuration and presents suitable sight distances in both directions. In addition, the interior circulation pattern and proposed number of parking spaces, including handicapped spaces, all meet the modern requirements of the Residential Site Improvement Standards.

5. The Board is mindful that the use variance requires the Board to reconcile the proposed use with its absence from the zoning ordinance. In this regard, it must be remembered first of all that the Master Plan urges continued residential uses for this area. In addition, the proposed use is likely to have been one which was not conceived of as being a possibility for this property during the formation of the Master Plan and its updates. Finally, the Board also notes that the Master Plan sees the building as one which should be preserved for its historic value.

6. The height of the retaining wall is ameliorated to a great extent by the fact that it is to the rear of the building and will not be visible to residents across the street on Park Heights Avenue or to the general public.

7. During the public hearing on this application, concern was expressed by the Board and neighboring property owners as to the condition of the diversionary structure which exists in the brook in the rear of the building. Although Applicant maintained that its proposed use of the property would not adversely impact on the condition of this structure, it nevertheless agreed to make its experts and its studies available to the present owner of the property and to Town Officials and to cooperate with the owner and the Town in this regard in the Town's efforts to have this structure repaired.

8. The Board finds that Applicant has, therefore, satisfied its burden of proof with regard to the negative criteria in connection with this project.

9. The Board further finds that the proposed site plan is substantially in conformance with the ordinances of the Town of Dover relative to site plans.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the Town of Dover on this 15th day of October, 2008, that the application of **HIGHLANDS REAL ESTATE INVESTMENT GROUP** for variance relief and preliminary and final major site plan approval is granted subject however to the following conditions.

1. Applicant shall comply with all applicable building codes in the development of the property and it 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. Applicant shall enter into a Developer's Agreement with the Town of Dover which shall include provisions requiring compliance with the terms and conditions set forth herein, provisions with regard to the proposed sewer relocation, and provisions relative to and ensuring the construction of the low and moderate income housing units referenced in the within resolution.

4. Applicant shall appear before the Dover Historic Preservation Commission for purposes of a review of the repairs to the exterior of the building, and the appearance of the façades.

5. This project shall be completed in accordance with the plans submitted and the terms and conditions of the within resolution.

6. Work hours for site improvements and exterior building improvements shall be limited from 7 a.m. to 6 p.m., Monday through Friday. No work shall take place on Saturdays, 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, Independence 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.

7. The Applicant shall regulate for the safe and proper transfer and transport of fuel on site.

8. Adequate provisions for safe control of employee parking, including employees of the contractors and subcontractors, shall be required on site during construction.

9. 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.

10. 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.

11. All terms and conditions set forth by the Board of Adjustment shall be shown on the Preliminary and Final Major Site Plans within thirty (30) days of the adoption date of this resolution. 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.

12. 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 municipal agency having land use jurisdiction over the development and shall supply a copy of any approvals received.

13. 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 prepared by the Developer's Engineer and approved by the Town Engineer and in accordance with N.J.S.A. 40:55D-53.4.

14. 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

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.

15. 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.

16. Site work cut sheets for the construction of parking areas, curbing, drainage and sanitary sewer shall be provided to the Town Engineer's office directly prior to construction.

17. As-built drawings of all public improvements shall be provided to the Town Engineer prior to the issuance of the final certificates of occupancy. As built drawing 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), and manholes (including rim and invert elevations). The as-built drawing shall be prepared, signed and sealed by a Land Surveyor licensed in the State of New Jersey.

18. All site improvements, excluding landscaping if between November 1 and March 30, shall be installed prior to the issuance of the final certificate of occupancy.

19. 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.

20. The Developer shall furnish a Performance Guarantee in favor of the Town of Dover in an amount equal to 120% of the cost of the installation of public improvements, including streets, grading, pavement, gutters, curbs, sidewalks, street trees, surveyors monuments, water mains, culverts, storm sewers, sanitary sewers, drainage structures, erosion control and sedimentation control devices, and other on-site improvements deemed necessary by the Town

by the Town Engineer. The cost estimate shall be determined and approved by the Town Engineer based on an estimate provided by the Applicant which shall include a quantity take-off of the items. The Performance Guarantee shall be posted prior to the preconstruction meeting required above.

21. The Developer shall post a Maintenance Bond in an amount equal to fifteen (15) percent of the estimated cost of improvements for a period of two (2) years upon acceptance by the Town of Dover of the public improvements.

22. The Developer shall complete the installation of all public improvements no later than two (2) years from the date of this resolution. 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.

23. The Developer shall install a barrier fence along the common property line with Lot7.02, with landscaping on the applicant's side of the fence as depicted on the Site Plan.



William Cook, Chairman

On motion of:

Seconded by:

The vote on the Resolution was as follows:

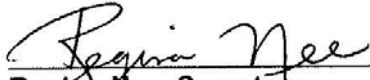
AYES:

NAYS:

ABSTAINING:

ABSENT:

I certify that the above Resolution is a true copy of a Resolution adopted by the Board of Adjustment on October 8, 2008.



**Regina Nee, Secretary
Board of Adjustment**

Dated: 10-8-08


Prepared by: Kurt G. Senesky, Esq.

Appendix E

Inclusionary Project- Trammell Crow Residential

Appendix F

For-sale low-income Housing- 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.

24

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 E
145.00 COPE 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.

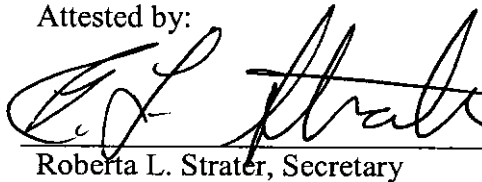
The street address of the Property is: **114 Baker Street, Dover, New Jersey**

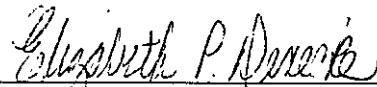
4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property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

Housing Authority of the County of Morris


Roberta L. Strater, Secretary

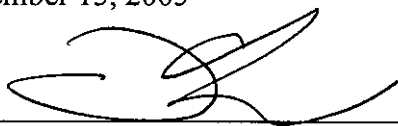
By:  (Seal)
Elizabeth P. Denecke,
Chairman of Board of Commissioners

STATE OF NEW JERSEY, COUNTY OF MORRIS : SS

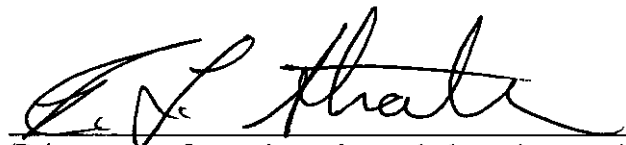
I CERTIFY that on December 13, 2005, Roberta L. Strater personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (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

Morristown

NJ

07960

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

712

8

Street Address:

114 Baker Street

City, Town, Post Office

State

Zip Code

Dover

NJ

07801

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$80,000.00

December, 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

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 at

114 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)

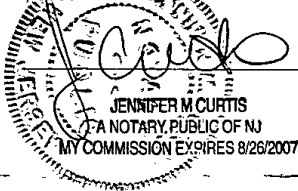
- Affordable according to H.U.D. standards. Reserved for occupancy.
- Meets income requirements of region. Subject to resale controls.

(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 11th day of May, 2005



Signature of Deponent

100 Southgate Parkway,
Morristown, NJ 07962
Deponent Address

Housing Authority of the County of Morris
Grantor Name
99 Ketch Road, Morristown, NJ 07960

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.

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, DAVE 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.

“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
STREET ①

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, 192005 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, 2005, Morristown, 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, 2005. 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:

$$\text{FAIR MARKET PRICE less MAXIMUM ALLOWABLE RESALE PRICE} \\ \text{equals} \\ \text{PRICE DIFFENTIAL}$$

$$\text{BORROWER'S PROCEEDS} \\ \text{equals} \\ \text{MAXIMUM ALLOWABLE RESALE PRICE plus 5\% OF PRICE} \\ \text{DIFFERENTIAL}$$

$$\text{AMOUNT OF NOTE} \\ \text{equals} \\ \text{FAIR MARKET PRICE less BORROWER'S PROCEEDS}$$

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

Marey
Signature

Glise Atowski
Signature (Borrower)

12-21-05
Date

Signature (Co-Borrower)

**REPAYMENT MORTGAGE
Containing Deed Restrictions**

**MORTGAGE IS SUBORDINATE TO A FIRST PURCHASE MONEY
MORTGAGE OR REFINANCING**

Prepared by: James P. Muller

This Mortgage made on December 21, 2005 between ELISE ASTROWSKI
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, 2005. 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 BAKER 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 connections 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.

NO WAIVER BY AUTHORITY

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 no 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.

EACH PERSON LIABLE

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.

SUBORDINATE 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.

NO ORAL CHANGES

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

SIGNATURES

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

ACKNOWLEDGEMENT

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

Dated: 12-21-05

ATTEST: *maeyu*

By: *Elise Ostrowski*

Signature (Borrower)

Signature (Co-Borrower)

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 Miller~~ personally appeared Elise Ostrowski 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

Appendix H

Development Fee Ordinance

**Town of Dover
Development Fee Ordinance**

1. Purpose

- a) In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- b) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.
- c) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

2. Basic requirements

- a) This ordinance shall not be effective until approved by COAH pursuant to *N.J.A.C. 5:96-5.1*.
- b) *Town of Dover* shall not spend development fees until COAH has approved a plan for spending such fees in conformance with *N.J.A.C. 5:97-8.10* and *N.J.A.C. 5:96-5.3*.

3. Definitions

- a) The following terms, as used in this ordinance, shall have the following meanings:
 - i. **"Affordable housing development"** means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.
 - ii. **"COAH"** or the **"Council"** means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

- iii. **“Development fee”** means money paid by a developer for the improvement of property as permitted in *N.J.A.C. 5:97-8.3*.
- iv. **“Developer”** means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.
- v. **“Equalized assessed value”** means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).
- vi. **“Green building strategies”** means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

4. Residential Development fees

- a) Imposed fees
 - i. Within the *all zoning* district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of *one and a half (1 ½) percent* of the equalized assessed value for residential development provided no increased density is permitted.
 - ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a “d” variance) has been permitted, developers may be required to pay a development fee of *six (6) percent* of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the (2) two-year period preceding the filing of the variance application.
- b) Eligible exactions, ineligible exactions and exemptions for residential development
 - i. Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
 - ii. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

- iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- iv. Developers of one or two family owner-occupied dwelling units, residential structures demolished and replaced as a result of a natural disaster shall be exempt from paying a development fee.

5. Non-residential Development fees

a) Imposed fees

- i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- ii. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

b) Eligible exactions, ineligible exactions and exemptions for non-residential development

- i. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
- ii. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- iii. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey

Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.

- iii. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
- iv. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the *Town of Dover* as a lien against the real property of the owner.

6. Collection procedures

- a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development, which is subject to a development fee.
- d) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- e) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property, which is subject to a development fee.
- f) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate

the development fee; and thereafter notify the developer of the amount of the fee.

- g) Should the *Town of Dover* fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
- h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- i) Appeal of development fees
 - 1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by Town of Dover. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Town of Dover. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing trust fund

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

4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with *[insert municipal name]*'s affordable housing program.
- c) Within seven days from the opening of the trust fund account, *Town of Dover* shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, *Town and Valley National Bank* and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
- d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

8 Use of funds

- a) The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address the *Town of Dover's* fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.
- b) Funds shall not be expended to reimburse *Town of Dover* for past housing activities.
- c) At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third 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.
- i. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.
 - ii. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate

income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The use of development fees in this manner may entitle *Town of Dover* to bonus credits pursuant to N.J.A.C. 5:97-3.7.

- iii. 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) *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. 5:96-18.
- e) No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or 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. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

9. Monitoring

- a) *Town of Dover* shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the *Town of Dover's* housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

10. Ongoing collection of fees

- a) The ability for *Town of Dover* to impose, collect and expend development fees shall expire with its substantive certification unless *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 *Town of Dover* fails to renew its ability to impose and collect development fees prior to the expiration of *substantive certification*, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). *Town of Dover* shall not impose a residential development fee on a development

that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall *Town of Dover* retroactively impose a development fee on such a development. *Town of Dover* shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

Appendix I

Spending Plan

Appendix J

COAH Workbook A

Workbook A: Growth Share Determination Using Published Data

(Using Appendix F(2), *Allocating Growth To Municipalities*)

COAH Growth Projections Must be used in all submissions

Municipality Name: Town of Dover

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

	Residential	Non-Residential
1 Enter Growth Projections From Appendix F(2) *	<div style="border: 1px solid black; padding: 5px; display: inline-block;">184</div>	<div style="border: 1px solid black; padding: 5px; display: inline-block;">1,603</div>
2 Subtract the following Residential Exclusions pursuant to 5:97-2.4(a) from "Exclusions" tab COs for prior round affordable units built or projected to be built post 1/1/04 Inclusionary Development Supportive/Special Needs Housing Accessory Apartments Municipally Sponsored or 100% Affordable Assisted Living Other Market Units in Prior Round Inclusionary development built post 1/1/04	Click Here to enter Prior Round Exclusions 0 0 0 0 0 0 0 0	0
3 Subtract the following Non-Residential Exclusions (5:97-2.4(b)) Affordable units Associated Jobs	0	0
4 Net Growth Projection	184	1,603
5 Projected Growth Share (Conversion to Affordable Units Dividing Households by 5 and Jobs by 16)	36.80 Affordable Units	100.19 Affordable Units
6 Total Projected Growth Share Obligation		137 Affordable Units

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

Appendix K

Planning Board Resolution Amending the Housing Element & Fair Share Plan

Appendix L

Governing Body Resolution Amending Petition to COAH

Appendix M

Notice of Amended Petition

Appendix N

Service List